

This deed was prepared/reviewed by

Arthur B. Archambeau, Attorney
U.S. Army Corps of Engineers
Fort Worth District
819 Taylor Street,
Fort Worth, TX 76102

**DEED WITHOUT WARRANTY
RED RIVER ARMY DEPOT INSTALLATION
BOWIE COUNTY, TEXAS**

Western Excess Parcel

This DEED WITHOUT WARRANTY, is made and entered into this 30th day of September 2011, between the **UNITED STATES OF AMERICA** (hereinafter the "GRANTOR), acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, pursuant to a delegation of authority from the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships), acting pursuant to a delegation of authority from the **SECRETARY OF THE ARMY** (hereinafter the "ARMY"), under the authority of the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377), 40 U.S.C. §101, et seq, as amended, and the Defense Base Closure and Realignment Act of 1990, Public Law No. 101-510, as amended, and the **TEXAMERICAS CENTER**, formerly the **RED RIVER REDEVELOPMENT AUTHORITY** (hereinafter the "GRANTEE"), an authority of the State of Texas (see **Exhibit A**), having its principal place of business at 107 Chapel Lane, New Boston, Texas 75570.

WITNESSETH THAT:

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 realigned the military installation known as the Red River Army Depot ("Red River"), and made a final disposal decision with respect to the realigned portion thereof; and

WHEREAS, the TexAmericas Center, formerly the Red River Redevelopment Authority, an authority of the State of Texas (the "TAC" and as sometimes referred herein as "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 RRRRA made application for an Economic Development Conveyance ("EDC") for the purchase of the realigned portion of Red River; and

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

WHEREAS, the Army, as authorized by BRAC and implementing regulations, determined that the RRRRA's EDC application for the realigned portion of Red River met the criteria for conveyance to assist economic redevelopment and job creation and accepted the RRRRA'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 RRRRA; and

WHEREAS, as provided in the Memorandum of Agreement ("MOA") between the RRRRA and the Army dated September 1, 2010, the realigned portion of Red River is to be conveyed as an economic development conveyance. The consideration for this conveyance is detailed in the MOA, and there is additionally other good and valuable consideration.;

NOW THEREFORE, the GRANTOR, for and in consideration of the operation, maintenance, and repair of the Property for the public purpose served, which is job generation as set forth in the Defense Base Closure and Realignment Act of 1990, and subject to the reservations from and exceptions to conveyance as provided herein, hereby grants, sells and conveys unto GRANTEE, 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 those parcels of land located in Bowie County, Texas (the "Property"), which Property contains approximately 2,850.665 acres, more or less, as more particularly described in **Exhibit B** attached hereto and made a part hereof, as the WEP DISPOSAL (SOUTH) TRACT:

The Property includes all right, title and interest of GRANTOR including but not limited to:

- a. all 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;
- d. all water rights, subject to third party rights, as their interest may appear; and
- e. all oil, gas and other minerals.

TexAmerica's Easements

GRANTOR grants and conveys to GRANTEE, its successors and assigns a non-exclusive 150 foot in width access easement over and across the boundary roads located along the North and West boundaries of the SE Parcel Two and SE Parcel Three described in **Exhibit B** attached hereto for purposes of ingress and egress to the Property.

FURTHER conveying and assigning to GRANTEE, its successors and assigns, a portion of GRANTOR'S perpetual and assignable non-exclusive easement and right-of-access on, over and through the Property, retained in a Deed Without Warranty to TexAmericas, to enter on the property for the installation, operation, repair, maintenance and removal of utility services, including but not limited to water, sewer, telephone, gas, electric, fiber optic cables and other communications devices or cables across, over, above or under the Property that consists of (1) that certain 17.996 acre tract described as UTILITY EASEMENT TRACT NO. ONE and (2) that certain 15.421 acre tract described as UTILITY EASEMENT TRACT NO. TWO in **Exhibit B** attached hereto. In exercising such easement and right of access, the GRANTEE, its agents, successors and assigns, shall provide the GRANTOR or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The GRANTEE shall use reasonable means to avoid and to minimize interference with the GRANTOR's and its successors' and assigns' quiet enjoyment of the property. At the completion of the work, the work site shall be reasonably restored. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTOR nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTEE.

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

SUBJECT TO those existing cemeteries listed on the attached **Exhibit G** and applicable State laws governing said cemeteries.

Army Easements

SUBJECT TO a reservation of timber rights by the United States of America for a period of six and half years commencing on September 15, 2011, with said harvesting of timber to be conducted pursuant to the Timber Management Plan for Red River Army Depot – Western Excess Parcel.

SUBJECT TO, the GRANTOR, for itself and for its agents, successors and assigns, hereby retains and reserves a perpetual assignable non-exclusive easement and right-of-access on, over and through the 3.318 acres tract, as more particularly described in **Exhibit B**, for the purpose of antiterrorism force protection, to enter onto said 3.318 acres tract to install, operate, maintain, and repair antiterrorism force protection measures, on, across, over, above or under the installation boundary line between the Red River Army Depot and the Property. Such easement and right of access shall be binding on the GRANTEE, its successors, and assigns and shall run with the land. This easement and right-of-access shall be in addition to any other rights reserved by GRANTOR in this instrument. In exercising such easement and right of access, the GRANTOR, its agents, successors and assigns, shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The GRANTOR shall use reasonable means to avoid and to minimize interference with the GRANTEE's and its successors' and assigns' quiet enjoyment of the property. At the completion of the work, the work site shall be reasonably restored. No fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access for the purpose of antiterrorism force protection hereby retained and reserved by the GRANTOR. See **Exhibit B**, attached hereto and made a part hereof.

SUBJECT TO, GRANTOR, for itself, its successors and assigns, hereby reserves a perpetual and assignable non-exclusive Easement for ingress and egress, and installation, operation, maintenance, and repair of utilities, on, across, over, above or under existing roadways and utility lines located easement over and across the roadway known as Walnut Road, being a 14.987 acre tract described in Exhibit B attached hereto for purposes of ingress to and egress from SE Parcel Two and SE Parcel Three as described in **Exhibit B**. The GRANTOR shall use reasonable means to avoid and to minimize interference with the GRANTEE's and its successors' and assigns' quiet enjoyment of the property. At the completion of the work, the work site shall be reasonably restored. It is specifically agreed by GRANTOR that GRANTEE shall have the right to dedicate the Walnut Road Easement Tract as a public road without the joinder of GRANTOR or its assigns at which time this easement shall automatically terminate without any required actions by GRANTOR or its assigns.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either at law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.

GRANTOR specifically reserves for a period ending on March 15, 2018, the right to manage and harvest, including but not limited to the right to convey timber contracts, the timber upon the Property subject to the Forestry Best Management Practices for East Texas. During said period, the Army will manage the timber, including the sale of timber harvest rights, and retain the proceeds therefrom, consistent with the general timber management terms of the Timber Management Plan for Red River Army Dept-Western Excess Parcel pursuant to Exhibit 3 of the Memorandum of Agreement by and between the Department of the Army and Red River Redevelopment Authority dated September 1, 2010.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants,

which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law; that the **NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS** set forth here are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the **NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS** in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns:

1. CERCLA PROVISIONS

For the Property, the GRANTOR provides the following notice, description, and covenants and retains the following access rights:

A. Notices Pursuant To Section 120(h)(3)(A)(i)(I) And (II) of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)(i)(I) And (II)):

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(i)(I) and (II)), the GRANTOR has made a complete search of its files and records, and no hazardous substances have been stored for one year or more, or known to have been released or disposed of, on the Property in excess of the 40 CFR 373 reportable quantities. However, notice is hereby provided that metals and munitions constituents were released or disposed of on the property on or about the 1940s through the 1980s. See **Exhibit C** for a list of environmental documentation, attached hereto and made a part hereof.

B. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), no remedial action was taken on the property because the release or disposal of hazardous substances occurred at concentrations that did not require a response action. See **Exhibit D and Exhibit E**, attached hereto and made a part hereof.

C. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)) (“CERCLA Covenants”):

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(ii) and (B)), the United States warrants that -

(1) All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this deed, and

(2) Any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

This warranty shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party with respect to such property.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely

curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

2. "AS IS"

A. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether buildings or structures on the Property do or do not contain asbestos or lead-based paint. 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 or lead-based paint in buildings or structures, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence

to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this “As Is” provision will be construed to modify or negate the GRANTOR’s obligation under the CERCLA Covenants set forth above or any other statutory obligations.

3. HOLD HARMLESS

A. To the extent authorized by law, the GRANTEE, its successors and assigns, covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos from buildings, equipment, improvements and facilities, including asbestos in or on buried pipelines, or to lead-based paint from buildings or structures, on any portion of the Property after the date of conveyance.

B. The GRANTEE, its successors and assigns, covenant and agree that the GRANTOR shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos or lead-based paint in buildings or structures, or other conditions on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the GRANTOR’s obligation under the CERCLA Covenant or any other statutory obligations.

4. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, GRANTEE, its successors or assigns, shall be responsible for the investigation and/or remediation of 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, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to

GRANTOR's activities, use or ownership of the Property, GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

B. GRANTEE, its successors and assigns, as consideration for the conveyance of the Property, 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 the delivery and acceptance 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 paragraph shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

5. ENVIRONMENTAL PROTECTION PROVISIONS.

The Environmental Protection Provisions are provided in **Exhibit F**, which is attached and made a part hereof. The GRANTEE shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license. Such Environmental Protection Provisions shall be binding on GRANTEE, its successors and assigns, and shall run with the land.

6. HISTORIC PRESERVATION COVENANT

In consideration of the conveyance of the real property that includes one site of concern (Archeological Site Number 41BW749 as shown in **Exhibit H**) located in the County of Bowie, Texas, which is more fully described as Red River Army Depot (RRAD), Bowie County, Texas (USGS Topo Quads: Hooks, TX; Leary, TX; and New Boston, TX), the GRANTEE hereby covenants on behalf of itself, its successors and assigns at all times to the Texas State Historic Preservation Officer (SHPO), to maintain and preserve the one historic property listed on, or eligible for, listing on the National Register of Historic Places.

A. No disturbance of the ground surface or any other action shall be undertaken or permitted to be undertaken for the one site which would affect the physical integrity of this site without the express prior written permission of the SHPO, signed by a fully authorized representative thereof. The notice shall describe in reasonable detail the proposed undertaking and its expected effect on the physical integrity of the archaeological site.

Within (thirty) 30 calendar days of receipt of the SHPO's notification provided by the GRANTEE, the SHPO will respond to the GRANTEE in writing as follows:

- (1) That the GRANTEE may proceed with the proposed undertaking without further consultation; or
- (2) That the GRANTEE must initiate and complete consultation with the SHPO before it can proceed with the proposed undertaking.

If the SHPO fails to respond to the GRANTEE's written notice within (thirty) 30 calendar days of the SHPO's receipt of the same, then the GRANTEE may proceed with the proposed undertaking without further consultation with the SHPO.

If the response provided by the SHPO requires consultation, both parties will consult in good faith to arrive at mutually-agreeable and appropriate measures that the GRANTEE will employ to mitigate any adverse effects associated with the proposed undertaking. Should the SHPO require, as a condition of the granting of such permission, that the GRANTEE conduct archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on an archaeological site, the GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 CFR 44734-37) and such standards and guidelines as the SHPO may specify, including but not limited to standards and guidelines for research design, conduct of field work, conduct of analysis, preparation and dissemination of reports, disposition of artifacts and other materials.

B. Inadvertent Discovery of Human Remains.

Human remains shall be treated with dignity and respect at all times. In the event that Native American human remains, associated funerary objects, unassociated funerary objects, sacred objects or objects of cultural patrimony are encountered at any time, the GRANTEE shall consult with the SHPO and the identified culturally affiliated descendants and/or culturally affiliated Native American governments, including, but not limited to, the Caddo Nation,

Comanche Indian Tribe of Oklahoma, Kiowa Indian Tribe of Oklahoma, Tonkawa Tribe of Indians of Oklahoma and the Wichita Tribe of Oklahoma, to determine appropriate treatment measures. It shall be the responsibility of the GRANTEE to either preserve the remains in place or provide for disposition of these human remains, depending on the agreed upon determination of the lineal descendants or the tribe(s).

C. The GRANTEE shall make every reasonable effort to prevent any person from vandalizing or otherwise disturbing the archaeological sites listed on, or eligible for listing on the National Register of Historic Places. The GRANTEE will follow any recommendation by the SHPO to protect these sites. Any such vandalization or disturbance shall be promptly reported to the SHPO.

D. The Texas State Historic Preservation Officer, the Caddo Nation, Comanche Indian Tribe of Oklahoma, Kiowa Indian Tribe of Oklahoma, Tonkawa Tribe of Indians of Oklahoma and Wichita Tribe of Oklahoma shall be permitted at all reasonable times to inspect the Property to ascertain if the above conditions are being observed.

E. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to the GRANTEE, institute suit to enjoin said violation or to require the restoration of any archaeological site affected by such violation. If successful, the SHPO shall be entitled to recover all costs or expenses incurred in connection with such suit, including all court costs and attorney's fees.

F. This covenant is binding on the GRANTEE, its successors and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by the GRANTEE verbatim or by express reference in any deed or legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property.

G. The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any right or remedy or the use of such right or remedy at any other time. The GRANTEE agrees that the SHPO may, at its discretion and without prior notice to the GRANTEE, convey and assign all or part of its rights and responsibilities contained in this covenant to a third party.

The covenant shall be a binding servitude upon the real property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the

GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

7. PROXIMITY OF AIRPORT

The Texarkana Regional Airport is approximately 23 miles from the subject property. Accordingly, in coordination with the Federal Aviation Administration, the Grantee covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the property herein described, or any part thereof, that there will be no construction or alteration unless said construction or alteration complies with the requirements of the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

8. NON-DISCRIMINATION

The GRANTEE covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, age, gender, handicap, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

9. ANTI-DEFICIENCY ACT CLAUSE.

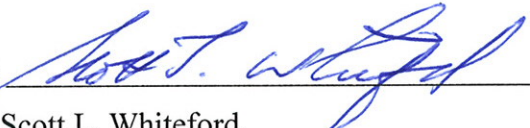
The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army; and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

10. NO WAIVER

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, this 30th day of September 2011.

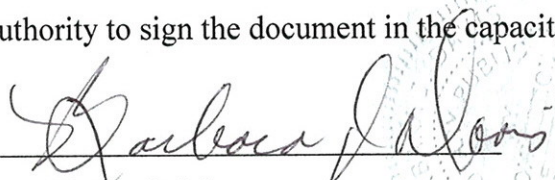
UNITED STATES OF AMERICA

By: 
Scott L. Whiteford
Director of Real Estate, Headquarters
U.S. Army Corps of Engineers

NOTARIAL CERTIFICATE

DISTRICT OF COLUMBIA} SS:

I, a Notary Public in and for the District of Columbia, do hereby certify that this 30th day of September, 2011, Scott L. Whiteford, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the forgoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.


Notary Public
My Commission Expires: June 30, 2016

TEXAMERICAS CENTER, formerly the **RED RIVER REDEVELOPMENT AUTHORITY**, GRANTEE, by its duly qualified and authorized Executive Director, William V. Cork, hereby accepts this Deed Without Warranty for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained therein, this 30th day of September 2011.

TEXAMERICAS CENTER, formerly the **RED RIVER REDEVELOPMENT AUTHORITY**

By: William V. Cork

William V. Cork

Its: Executive Director

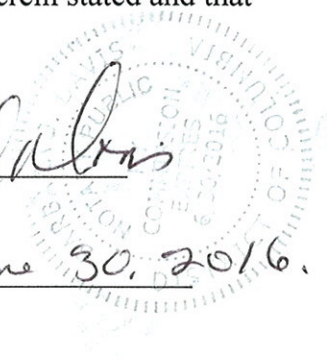
NOTARIAL CERTIFICATE

DISTRICT OF COLUMBIA} SS:

I, a Notary Public in and for the District of Columbia, do hereby certify that this 30th day of September, 2011, William V. Cork, acting in his capacity as Executive Director, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the forgoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Deborah A. Davis
Notary Public

My Commission Expires: June 30, 2016.



x
SAC
BCC
DL

1 AN ACT
2 relating to the name and powers of the Red River Redevelopment
3 Authority.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. The heading to Chapter 3503, Special District
6 Local Laws Code, is amended to read as follows:

7 CHAPTER 3503. TEXAMERICAS CENTER [~~RED RIVER REDEVELOPMENT~~
8 ~~AUTHORITY~~]

9 SECTION 2. Subdivision (1), Section 3503.001, Special
10 District Local Laws Code, is amended to read as follows:

11 (1) "Authority" means the TexAmericas Center [~~Red~~
12 ~~River Redevelopment Authority~~].

13 SECTION 3. Subchapter C, Chapter 3503, Special District
14 Local Laws Code, is amended by adding Section 3503.110 to read as
15 follows:

16 Sec. 3503.110. ASSUMED NAME. The authority may conduct
17 business under an assumed name by filing an assumed name
18 certificate under Subchapter C, Chapter 71, Business & Commerce
19 Code, and complying with that chapter in the same manner as an
20 incorporated business.

21 SECTION 4. Subsection (a), Section 9601.005, Special
22 District Local Laws Code, is amended to read as follows:

23 (a) The district is composed of the following members:

24 (1) the City of Annona;

S.B. No. 410

- 1 (2) the City of Avery;
- 2 (3) the City of DeKalb;
- 3 (4) the City of Hooks;
- 4 (5) the City of Maud;
- 5 (6) the City of New Boston;
- 6 (7) the City of Texarkana, Texas;
- 7 (8) the City of Wake Village; and
- 8 (9) the TexAmericas Center [~~Red River Redevelopment~~
- 9 ~~Authority~~].

10 SECTION 5. Subsection (a), Section 9601.006, Special
11 District Local Laws Code, is amended to read as follows:

12 (a) The territory of the district is composed of all the
13 territory contained in:

14 (1) the cities of Annona, Avery, DeKalb, Hooks, Maud,
15 New Boston, Texarkana, Texas, and Wake Village; and

16 (2) the TexAmericas Center [~~Red River Redevelopment~~
17 ~~Authority~~], the boundaries of which are described by Section
18 3503.004, including territory that has been or may be added under
19 Section 3503.005.

20 SECTION 6. Section 3503.153, Special District Local Laws
21 Code, is repealed.

22 SECTION 7. A reference in law to the Red River Redevelopment
23 Authority means the TexAmericas Center.

24 SECTION 8. This Act takes effect immediately if it receives
25 a vote of two-thirds of all the members elected to each house, as
26 provided by Section 39, Article III, Texas Constitution. If this
27 Act does not receive the vote necessary for immediate effect, this

From
State

S.B. No. 410

1 Act takes effect September 1, 2011. _____

David Dewhurst
President of the Senate

Joe Straus
Speaker of the House

I hereby certify that S.B. No. 410 passed the Senate on
March 31, 2011, by the following vote: Yeas 31, Nays 0. _____

Daisy Spaw
Secretary of the Senate

I hereby certify that S.B. No. 410 passed the House on
May 3, 2011, by the following vote: Yeas 143, Nays 0, two present
not voting. _____

Robert Haney
Chief Clerk of the House

Approved:

12 MAY '11
Date

Rick Perry
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE

10:20am O'CLOCK

Cheryl M. Johnson
MAY 12 2011
Secretary of State

EXHIBIT B

LEGAL DESCRIPTION

RED RIVER ARMY DEPOT

DESCRIPTION OF 3,839.33 ACRES OF LAND, MORE OR LESS, SITUATED IN THE W.P. THOMPSON SURVEY, ABSTRACT NO. 565, THE FRANCIS SITHE SURVEY, ABSTRACT NO. 520, THE THOMAS P. HAWKINS SURVEY, ABSTRACT NO. 266, AND THE JOHN BALL SURVEY, ABSTRACT NO. 25, IN BOWIE COUNTY, TEXAS, BEING ALL OF THOSE CERTAIN TRACT NOS. 510, 511, 512, 517, 518, AND 642 DESCRIBED IN WARRANTY DEEDS TO THE UNITED STATES OF AMERICA, RECORDED IN VOLUME 181, PAGE 468, VOLUME 183, PAGE 577, VOLUME 190, PAGE 298, VOLUME 188, PAGE 614, VOLUME 190, PAGE 425, AND VOLUME 189, PAGE 415, RESPECTIVELY, DEED RECORDS OF BOWIE COUNTY, TEXAS (D.R.B.C.TX.), ALL OF THOSE CERTAIN TRACT NOS. 516, 612, 614, AND 618 DESCRIBED IN DECLARATION OF TAKING NO.1, CIVIL ACTION NO. 53, AWARDED TO THE UNITED STATES OF AMERICA BY INSTRUMENT RECORDED IN VOLUME 184, PAGE 148, D.R.B.C.TX., ALL OF THAT CERTAIN TRACT NO. 638 DESCRIBED IN DECLARATION OF TAKING NO. 2, CIVIL ACTION NO. 53, AWARDED TO THE UNITED STATES OF AMERICA BY INSTRUMENT RECORDED IN VOLUME 183, PAGE 524, D.R.B.C.TX., ALL OF THAT CERTAIN TRACT NO. 568 DESCRIBED IN DECLARATION OF TAKING NO.5, CIVIL ACTION NO. 53, AWARDED TO THE UNITED STATES OF AMERICA BY INSTRUMENT RECORDED IN VOLUME 188, PAGE 595, D.R.B.C.TX., ALL OF THOSE CERTAIN TRACT NOS. 616, 617, 635, 636, AND 641 DESCRIBED IN DECLARATION OF TAKING NO. 6, CIVIL ACTION NO. 53, AWARDED TO THE UNITED STATES OF AMERICA BY INSTRUMENT RECORDED IN VOLUME 184, PAGE 478, D.R.B.C.TX., ALL OF THAT CERTAIN TRACT NO. 613 DESCRIBED IN DECLARATION OF TAKING NO. 7, CIVIL ACTION NO. 53, AWARDED TO THE UNITED STATES OF AMERICA BY INSTRUMENT RECORDED IN VOLUME 189, PAGE 475, D.R.B.C.TX., A PORTION OF THOSE CERTAIN TRACT NOS. 509, 515, 521, 557, 558, 560, 561, 609, 611, AND 639 DESCRIBED IN WARRANTY DEEDS TO THE UNITED STATES OF AMERICA, RECORDED IN VOLUME 183, PAGE 589, VOLUME 190, PAGE 424, VOLUME 190, PAGE 442, VOLUME 191, PAGE 599, VOLUME 186, PAGE 617, VOLUME 186, PAGE 275, VOLUME 190, PAGE 310, VOLUME 186, PAGE 220, VOLUME 189, PAGE 67, VOLUME 188, PAGE. 587 RESPECTIVELY, D.R.B.C.TX., A PORTION OF THOSE CERTAIN TRACT NOS. 556, 559, AND 610-615 DESCRIBED IN SAID DECLARATION OF TAKING NO.6, AND A PORTION OF THOSE CERTAIN TRACT NOS. 513, 572, AND 637, DESCRIBED IN SAID DECLARATION OF TAKING NO.7; SAID 3,839.33 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the intersection of the west right-of-way line of State Highway 8, said right-of-way being described as a Road Easement from the USA to the State of Texas and the Texas Highway Department, recorded in Volume 382, Page 98, D.R.B.C.TX., and the south right-of-way line of the Texas & Pacific Railway (now owned and operated by Union

Pacific Railroad), for the northwest corner of this tract, from which a Texas Department of Transportation (TxDOT) Type II concrete monument found for reference bears N05°35'20"E a distance of 0.56 feet;

THENCE with the north line of said Road Easement and the north line of USA Tract Nos. 513, 512, 511, 510, and 509 same being the south right-of-way line of said Texas & Pacific Railway, N84°00'01 "E passing at a distance of 400.01 feet to a 5/8" iron rod with SAM aluminum cap set at the northeast corner of said Road Easement, in all a total distance of 9,962.73 feet to a 5/8" iron

rod with SAM aluminum cap set for the northeast corner of this tract, from which a calculated point for the northwest corner of called 765.5 acre tract described in deed to Red River Redevelopment Authority, recorded in Volume 3072, Page 161, D.R.B.C.TX., bears N84°00'01"E a distance of 5896.06 feet;

THENCE over and across said USA Tract Nos. 509, 556, 557, 55S, 521, 559, 560, 561, 559, 572, 609, 615, 639, 611 & 637, with the east line of this tract, the following thirty-four (34) courses:

- 1) S05°59'56"E a distance of 164.93 feet to a 5/8" iron rod with SAM aluminum cap set;
- 2) S31°37'38"E a distance of 278.96 feet to a 5/8" iron rod with SAM aluminum cap set;
- 3) S05°41'36"E a distance of 787.20 feet to a 5/8" iron rod with SAM aluminum cap set;
- 4) N85°17'27"E a distance of 192.93 feet to a 5/8" iron rod with SAM aluminum cap set;
- 5) S06°36'58"W a distance of 909.62 feet to a 5/8" iron rod with SAM aluminum cap set;
- 6) N83°51'52"E a distance of 243.72 feet to a 5/8" iron rod with SAM aluminum cap set;
- 7) S07°06'07"E a distance of 1691.62 feet to a 5/8" iron rod with SAM aluminum cap set;
- 8) S00°03'28"W a distance of 488.40 feet to a 5/8" iron rod with SAM aluminum cap set;
- 9) N84°02'33"E a distance of 818.94 feet to a 5/8" iron rod with SAM aluminum cap set;
- 10) S06°07'16"E a distance of 3361.50 feet to a 5/8" iron rod with SAM aluminum cap set;
- 11) S77°28'42"W a distance of 382.38 feet to a 5/8" iron rod with SAM aluminum cap set;
- 12) S84°06'11"W a distance of 1339.40 feet to a 5/8" iron rod with SAM aluminum cap set;
- 13) N88°25'54"W a distance of 327.12 feet to a 5/8" iron rod with SAM aluminum cap set;
- 14) S84°04'29"W a distance of 507.41 feet to a 5/8" iron rod with SAM aluminum cap set;

- 15) S76°57'34" W a distance of 362.12 feet to a 5/8" iron rod with SAM aluminum cap set;
- 16) S83°59'2S"W a distance of 4131.98 feet to a 5/8" iron rod with SAM aluminum cap set;
- 17) N84°40'12"W a distance of 178.82 feet to a 5/8" iron rod with SAM aluminum cap set;
- 18) S47°15'13"W a distance of 101.92 feet to a 5/8" iron rod with SAM aluminum cap set;
- 19) S57°44'30"W a distance of 787.66 feet to a 5/8" iron rod with SAM aluminum cap set;
- 20) S67°00'57"W a distance of 197.82 feet to a 5/8" iron rod with SAM aluminum cap set;
- 21) S58°18'56"W a distance of 36.44 feet to a 5/8" iron rod with SAM aluminum cap set;
- 22) S55°39'18"W a distance of 202.02 feet to a 5/8" iron rod with SAM aluminum cap set;
- 23) S49°29'48"W a distance of 190.43 feet to a 5/8" iron rod with SAM aluminum cap set for the point of curvature of a non-tangent curve to the left;
- 24) 1050.88 feet with the arc of said curve to the left, having a radius of 887.68 feet and a chord which bears S 19°55' 40"W a distance of 990.55 feet to a 5/8" iron rod with SAM aluminum cap set;
- 25) S13°59'09"E a distance of 2534.36 feet to a 5/8" iron rod with SAM aluminum cap set;
- 26) N84°37'36"E a distance of 177.61 feet to a 5/8" iron rod with SAM aluminum cap set;
- 27) N85°24'32"E a distance of 280.17 feet to a 5/8" iron rod with SAM aluminum cap set for the point of curvature of a non-tangent curve to the left;
- 28) 389.21 feet with the arc of said curve to the left, having a radius of 792.00 feet and a chord which bears S84°04'10"E a distance of 385.30 feet to a 5/8" iron rod with SAM aluminum cap set;
- 29) N84°00'30"E a distance of 4662.14 feet to a 5/8" iron rod with SAM aluminum cap set;
- 30) S05°47'11 "E a distance of 4582.55 feet to a 5/8" iron rod with SAM aluminum cap set;
- 31) N84°03'12"E a distance of 1934.64 feet to a 5/8" iron rod with SAM aluminum cap set for the point of curvature of a non-tangent curve to the left;
- 32) 366.15 feet with the arc of said curve to the left, having a radius of 1050.86 feet and a chord which bears N74°23'46"E a distance of 365.86 feet to a 5/8" iron rod with SAM aluminum cap set;
- 33) N62°30'25"E a distance of 51.82 feet to a 5/8" iron rod with SAM aluminum cap set;

34) S02°00'06"E a distance of 3210.33 feet to a 5/8" iron rod with SAM aluminum cap set for the southeast corner of this tract, same being in the north right-of-way line of F.M. Highway 2149;

THENCE with the south line of this tract and the north right-of-way line of F.M. 2149 the following five (5) courses:

- 1) S85°35'30"W a distance of 1231.87 feet to a 5/8" iron rod with SAM aluminum cap set;
- 2) S88°49'24"W a distance of 3531.40 feet to a 5/8" iron rod with SAM aluminum cap set;
- 3) S88°13'49"W a distance of 3543.00 feet to a 1/2" iron rod found (bent);
- 4) S75°45'00"W a distance of 620.08 feet to a 5/8" iron rod with SAM aluminum cap set;
- 5) S72°38'19"W a distance of 1729.59 feet to a calculated point for the southwest corner of this tract, at the intersection of the north right-of-way line of F.M. 2149 and the east line of County Road 1001, from which a concrete monument with brass rod stamped "25" found bears N36°16'54E a distance of 2.50 feet, and also from which a TxDOT Type II concrete monument found bears N26°54'04"E a distance of 59.71 feet;

THENCE with the west line of this tract and the west lines of said USA Tract Nos. 618, 559, 561, and 516, the following twelve (12) courses:

- 1) with the east line of said County Road 1001, the east line of a called 50.2 acre tract described in deed to Freddie Johnson, recorded in Volume 535, Page 566, D.R.B.C.TX., the east line of a called 112 acre tract described in deed to L.C. Smith and wife, Pearlie Mae Smith, recorded in Volume 535, Page 563, D.R.B.C.TX., the east line of a called 6 acre tract described in deed to L.C. Riley and wife, Virgie Mae Riley, recorded in Volume 473, Page 549, D.R.B.C.TX., the east line of a called 174.8 acre tract described in deed to C.W. Jones, recorded in Volume 178, Page 517, D.R.B.C.TX., the east line of a called 40 acre tract described in deed to C.W. Jones, recorded in Volume 187, Page 82, D.R.B.C.TX., and the east line of a called 102.5 acre tract described in deed to W.R. Ford and wife, Aileen Ford, recorded in Volume 443, Page 504, D.R.B.C.TX., N02°19'04"W a distance of 5500.50 feet to a 4" steel fence post found in concrete;
- 2) N61°41'31"W a distance of 483.52 feet to a 5/8" iron rod found in the east line of a called 102.5 acre tract described in deed to W.R. Ford and wife, Aileen Ford, recorded in Volume 443, Page 504, D.R.B.C.TX.;
- 3) with the east line of said 102.5 acre tract and the east line of a called 100 acre tract described in deed to William P. Wyatt, III and Robert W. Wyatt, recorded in Volume 670, Page 643, D.R.B.C.TX., N03°16'11"W a distance of 3156.96 feet to a 5/8" iron rod with SAM aluminum cap set;
- 4) with the east line of said 100 acre tract and the east line of a called I 6.069 acre tract described as Tract No. I in deed to the City of New Boston, recorded in Volume

3151, Page 232, D.R.B.C.TX., N12°42'35"W a distance of 587.52 feet to a 1/2" iron rod with deteriorated yellow plastic cap found for the northeast corner of said 16.069 acre tract, same being the southeast corner of a called 25.31 acre tract described in deed to the City of New Boston, recorded in Volume 201, Page 103, D.R.B.C.TX.;

5) with the east line of said 25.31 acre tract and with an east line of a called 81.07 acre tract described in deed to James L. Looney or Doris H. Looney, Trustees for the J.L. & D.H. Looney Living Trust, recorded in Volume 4917, Page 333, D.R.B.C.TX., N01°54'31"W a distance of 1183.82 feet to a 5/8" iron rod with SAM aluminum cap set;

6) continuing with an east line of said 81.07 acre tract, N46°37'40"W a distance of 168.22 feet to a 1/2" iron rod found;

7) continuing with an east line of said 81.07 acre tract, N02°54'38"W a distance of 719.87 feet to a 5/8" iron rod with SAM aluminum cap set;

8) with a north line of said 81.07 acre tract, S88°20'11 "W a distance of 793.78 feet to a 5/8" iron rod with SAM aluminum cap set;

9) continuing with a north line of said 81.07 acre tract, N61°18'33"W a distance of 95.50 feet to a 5/8" iron rod with SAM aluminum cap set in the east line of a said 81.07 acre tract;

10) with an east line of said 81.07 acre tract, the east line of a called 7.5 acre tract described in deed to Tapp Memorial United Methodist Church, recorded in Volume 2429, Page 139, D.R.B.C.TX., the east line of a called 2.862 acre tract described in deed to Tapp Memorial United Methodist Church, recorded in Volume 2429, Page 135, D.R.B.C.TX., N03°54'50"W a distance of 1538.46 feet to a 5/8" iron rod found for the most northerly northeast corner of said 81.07 acre tract, in the south line of a called 3.000 acre tract described in deed to Joe David Johnston, recorded in Volume 3157, Page 192, D.R.B.C.TX.;

11) with the south line of said 3.000 acre tract, N88°02'55"E a distance of 192.72 feet to a 5/8" iron rod found for the southeast corner of said 3 .000 acre tract;

12) with the east line of said 3.000 acre tract, the east line of a called 5.007 acre tract described as Tract No. 1 in deed to Joe Johnston and wife, Marilyn Johnston, recorded in Volume 899, Page 138, D.R.B.C.TX., and the east line of a called 2.3 acre tract described in deed to Mary S. Flournoy, recorded in Volume 1095, Page 213, D.R.B.C.TX., N03°13'14"W a distance of 1616.70 feet to a TxDOT concrete monument found for the south corner of said Road Easement, in the east right-of-way line of said State Highway 8, from which a bent 1/2" iron rod found bears S13°19'45"E a distance of 39.33 feet;

THENCE with the west line of said Road Easement, the following five (5) courses:

1) Crossing said State Highway 8, N02°40'17"W a distance of 826.98 feet to a TxDOT

Type I monument found (broken), from which a bent 1/2" iron rod found bears S15°13'07" a distance of 1.03 feet;

2) N87°20'08"E a distance of 49.96 feet to a 5/8" iron rod with SAM aluminum cap set from which a bent 1/2" iron rod found bears S11°24'27"W a distance of 2.50 feet;

3) N14°45'54"E a distance of 2158.86 feet to a TxDOT Type II concrete monument found;

4) N05°25'26"E passing a distance of 614.25 feet to a calculated point, from which a 5/8" iron rod with SAM aluminum cap set for reference bears N49°08' 17"E a distance of 5.98 feet;

5) N05°35'20"W a distance of 452.32 feet to the **POINT OF BEGINNING** and containing 3,839.33 acres of land, more or less, within these metes and bounds.

SAVE AND EXCEPT the following herein described parcel (SE Parcel One) located in the Northwest corner of said 3,839.33 acre Tract and also being located within the road easement of Highway 8:

All that certain lot, tract or parcel of land lying and situated in the William F. Thompson Headright Survey, Abstract 565, Bowie County, Texas, being all of that certain tract of land described as 27.31 acres in the Easement for Road or Street from Department of the Army to the State of Texas, dated February 18, 1960, recorded in Volume 382, Page 98 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 513, with 93 acres in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 189, Page 475 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from The Scottish American Mortgage Company, Limited to C. W. Jones, dated April 8, 1940, recorded in Volume 173, Page 309 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 515 in the deed from Berta Lee Hubbard to United States of America, dated May 26, 1942, recorded in Volume 190, Page 424 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as the Second Tract, with 36.8 acres in the deed from A. B. Barfield, et ux, to Berta Lee Hubbard, dated February 18, 1941, recorded in Volume 182, Page 128 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 516 in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 148 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, lying in the South right-of-way line of the Texas and Pacific Railway Company Railroad, the Northwest corner of the said 27.31 acre tract, the Northwest corner of the said Tract No. 513, the Northeast corner of that certain tract of land described as 11.34 acres in the deed from the Commissioner Court Bowie County, Texas, to S. E. Fagan, dated June 10, 1963, recorded in Volume 426, Page 299 of the Deed Records of Bowie County, Texas;

THENCE North 83 degrees 59 minutes 49 seconds East a distance of 400.01 feet along the South line of the said Railway, the North line of the said Tract No. 513, and the North line of the said 27.31 acre tract to a 2 inch aluminum monument found for a corner (control monument no. 1), stamped SAM, the Northeast corner of the said 27.31 acre tract said corner bears South 83 degrees 59 minutes 49 seconds West (basis of bearings) a distance of 15401.29 feet from a 5/8 steel rod found for a corner, capped Huitt-Zollars (control monuments no. 2);

THENCE South 05 degrees 29 minutes 59 seconds East a distance of 456.31 feet along the East line of the said 27.31 acre tract to a Type I TxDOT right-of-way marker found for a corner, at an angle point;

THENCE South 04 degrees 26 minutes 09 seconds West at a distance of 749.53 feet passing a Type II TxDOT right-of-way marker found 6.40 feet East of the property line, continuing in all a distance of 1112.40 feet along the East line of the said 27.31 acre tract to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at an angle point;

THENCE South 15 degrees 38 minutes 06 seconds West a distance of 3263.00 feet along the East line of the said 27.31 acre tract to a Type I TxDOT right-of-way marker found for a corner, lying in the East right-of-way line of State Highway No. 8, as recorded in that certain tract of land described as 7.64 acres in the deed from A. C. Alford, et al, to the State of Texas, dated May 25, 1960, recorded in volume 385, Page 17 of the Deed Records of Bowie County, Texas, the most Southerly corner of the said 27.31 acre tract, the most Northerly corner of that certain tract of land described as 2.30 acres in the deed from James D. Flournoy to Mary S. Flournoy, dated July 10, 2007, recorded in Volume 5190, Page 104 of the Real Property Records of Bowie County, Texas, same being that certain tract of land described as 2.3 acres in the deed from James A. Ratley, Jr., to Doris M. Martin, dated February 19, 1968, recorded in Volume 492, Page 197 of the Deed Records of Bowie County, Texas;

THENCE North 02 degrees 40 minutes 17 seconds West a distance of 826.98 feet along the West line of the said 27.31 acre tract, the East right-of-way line of the said Highway No. 8, the East line of the said 7.64 acre tract, the East line of that certain tract of land described as 0.11 acres in the deed from Ruby Neal Hart to the State of Texas, dated April 19, 1960, recorded in Volume 392, Page 6 of the Deed Records of Bowie County, Texas, the East line of that certain tract of land described as Right-Of-Way, from Clara Duffer to James A. Duffer, et ux, dated November 20, 1978, recorded in Volume 654, Page 784 of the Deed Records of Bowie County, Texas, and the East line of that certain tract of land described as 10.59 acres in the deed from Robert L. King, et ux, to First Baptist Church of New Boston, Texas, dated October 23, 1975, recorded in Volume 592, Page 105 of the Deed Records of Bowie County, Texas, to a busted Type I TxDOT right-of-way marker found for a corner, an outside ell corner of the said 27.31 acre tract, the Southeast corner of that certain tract of land described as 6.14 acres in the deed from New Boston Lions Club to the First Baptist Church of New Boston, Texas, dated July 22, 1969, recorded in Volume 511, Page 86 of the Deed Records of Bowie County, Texas;

THENCE North 87 degrees 20 minutes 10 seconds East a distance of 49.96 feet along the North line of the said 27.31 acre tract, the South line of the said 6.14 acre tract to a 5/8 inch steel rod 24

inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at an angle point of the said 27.31 acre tract, the Southeast corner of the said 6.14 acre tract;

THENCE North 14 degrees 45 minutes 54 seconds East at a distance of 1210.15 feet passing a 5/8 inch steel rod found for a reference, continuing in all a distance of 2158.86 feet along the West line of the said 27.31 acre tract, the East line of the said 6.14 acre tract, the East line of that certain tract of land described as the Second Tract, with 3.83 acres in the deed from Bates and Rolf Funeral Home, Inc., to Texarkana Funeral Home, Inc., dated May 8, 1995, recorded in Volume 2307, Page 212 of the Real Property Records of Bowie County, Texas, the East line of that certain tract of land described in the deed from Bates and Rolf Funeral Home, Inc., to the City of New Boston, Texas, and the East line of that certain tract of land described as 10.65 acres in the deed from Bowie County, Texas, to the State of Texas, dated July 10, 1961, recorded in Volume 399, Page 340 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as the First Tract, with 10.65 acres in the deed from the United States of America, to the County of Bowie, Texas, dated September 21, 1960, recorded in Volume 389, Page 36 of the Deed Records of Bowie County, Texas, to a Type II TxDOT right-of-way marker found for a corner, at an angle point;

THENCE North 05 degrees 25 minutes 24 seconds East at a distance of 214.62 feet passing a 5/8 steel rod found for a reference, at 244.84 feet passing a Type II TxDOT right-of-way marker found 1.86 feet East of the property line, at 645.38 feet passing a 5/8 steel rod found for a reference, continuing in all a distance of 689.22 feet along the West line of the said 27.31 acre tract, the East line of the said 10.65 acre tract, the East line of that certain tract of land described as 5.169 acres in the deed from Dennis Rhett Duffer to Marcia Garrison Taylor, dated June 30, 2008, recorded in Volume 5419, Page 76 of the Real Property Records of Bowie County, Texas, the East line of that certain tract of land described as Tract No. 2, with 1.0000 acre in the deed from D. & M Supply, Inc., to Dennis Rhett Duffer, dated April 18, 2003, recorded in Volume 3966, Page 215 of the Real Property Records of Bowie County, Texas, the East line of East Lion Drive to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533,, at an angle point, the Southeast corner of that certain tract of land described as 0.8204 acres in the deed from New Boston Concrete, Inc., to Terry C. Graham, dated February 23, 2005, recorded in Volume 4548, Page 219 of the Real Property Records of Bowie County, Texas;

THENCE North 05 degrees 31 minutes 52 seconds West at a distance of 72.87 feet passing a Type II TxDOT right-of-way marker found 1.20 feet West of the property line, continuing in all a distance of 1066.56 feet along the West line of the said 27.31 acre tract, the East line of the said 0.8204 acre tract, the East line of that certain tract of land described as 0.7386 acres in the deed from New Boston Concrete, Inc., to James Theodore Graham, dated February 23, 2005, recorded in Volume 4548, Page 223 of the Real Property Records of Bowie County, Texas, the East line of that certain tract of land described as Tract No. 2 in the deed from Jetty L. Duffer to New Boston Concrete, Inc., dated March 15, 1993, recorded in Volume 1919, Page 70 of the Real Property Records of Bowie County, Texas, and the East line of the said 11.34 acre tract to the point of beginning and containing 27.608 acres of land, at the time of this survey.

SAVE AND EXCEPT the following herein described parcel (SE Parcel Two) located in the easternmost northwest corner of said 3,839.33 acre Tract and also being located West of Walnut Road:

All that certain lot, tract or parcel of land lying and situated in the William F. Thompson Headright Survey, Abstract 565, Bowie County, Texas, being a part of that certain tract of land described as Tract No. 513, with 93 acres in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 189, Page 475 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from The Scottish American Mortgage Company, Limited to C. W. Jones, dated April 8, 1940, recorded in Volume 173, Page 309 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 512 in the deed from James Hubbard, et ux, to the United States of America, dated April 15, 1942, recorded in Volume 190, Page 298 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from L. A. Garries, et ux, to J. Chambers, et ux, dated August 20, 1898, recorded in Volume 20, Page 559 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 511(1) in the deed from Bob Phillips to the United States of America, dated January 14, 1942, recorded in Volume 183, Page 577 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 426 acres in the deed from P. T. Daniels, et ux, to Lee Tidwell, et al, dated March 4, 1914, recorded in Volume 69, Page 562 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 515 in the deed from Berta Lee Hubbard to United States of America, dated May 26, 1942, recorded in Volume 190, Page 424 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as the Second Tract, with 36.8 acres in the deed from A. B. Barfield, et ux, to Berta Lee Hubbard, dated February 18, 1941, recorded in Volume 182, Page 128 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 516 in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 148 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 518(2) in the deed from Berta Lee Hubbard to the United States of America, dated May 28, 1942, recorded in Volume 190, Page 425 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as the First Tract, with 26.8 acres in the deed from A. B. Barfield, et ux, to Berta Lee Hubbard, dated February 18, 1941, recorded in Volume 182, Page 128 of the Deed Records of Bowie County, Texas, all part of that certain tract of land described as Tract No. 511(2) in the deed from Bob Phillips to the United States of America, dated January 14, 1942, recorded in Volume 183, Page 577 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 426 acres in the deed from P. T. Daniels, et ux, to Lee Tidwell, et al, dated March 4, 1914, recorded in Volume 69, Page 562 of the Deed Records of Bowie County, Texas, all part of that certain tract of land described as Tract No. 517 in the deed from Leon Missildine, et ux, to the United States of America, dated May 29, 1942, recorded in Volume 188, Page 614 of the Deed Records of Bowie County, Texas, all part of that certain tract of land described as Tract No. 641, with 1.5 acres in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 478 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from Leon Missildine, et ux, to the City of New Boston, dated April 11, 1941, recorded in Volume 182, Page 205 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 inch aluminum monument found for a corner (control monument no. 1), stamped SAM, lying in the South right-of-way line of the Texas and Pacific Railway Company Railroad and the North line of the said Tract No. 513, the Northeast corner of that certain tract of land described as 27.31 acres in the Easement for Road or Street from Department of the Army to the State of Texas, dated February 18, 1960, recorded in Volume 382, Page 98 of the Deed Records of Bowie County, Texas,

THENCE North 83 degrees 59 minutes 49 seconds East a distance of 2596.03 feet along the South line of the said Railway, the North line of the said Tract No. 513, and the North line of the said Tract No. 512 to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, said corner bears South 83 degrees 59 minutes 49 seconds West (basis of bearings) a distance of 12805.26 feet from a 5/8 steel rod found for a corner, capped Huitt-Zollars (control monuments no. 2);

THENCE South 06 degrees 28 minutes 19 seconds East a distance of 2137.53 feet to the beginning of a circular curve to the left, tangent to said line to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 516.63 feet, with a delta angle of 27 degrees 32 minutes 08 seconds, a radius of 1075.00 feet, a chord bearings of South 20 degrees 14 minutes 34 seconds East, and a chord distance of 511.67 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at the end of the said circular;

THENCE South 34 degrees 00 minutes 27 seconds East tangent to said curve, a distance of 1694.82 feet 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533,;

THENCE South 84 degrees 03 minutes 27 seconds West a distance of 4761.99 feet 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, lying on the East line of the said 27.31 acre tract;

THENCE North 15 degrees 38 minutes 06 seconds East a distance of 2769.65 feet along the East line of the said 27.31 acre tract to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at an angle point;

THENCE North 04 degrees 26 minutes 09 seconds East at a distance of 362.87 feet passing a Type II TxDOT right-of-way marker found 6.40 feet East of the property line, continuing in all a distance of 1112.40 feet along the East line of the said 27.31 acre tract to a Type I TxDOT right-of-way marker found for a corner, at an angle point;

THENCE North 05 degrees 29 minutes 59 seconds West a distance of 456.31 feet along the East line of the said 27.31 to the point of beginning and containing 310.664 acres of land, at the time of this survey.

SAVE AND EXCEPT the following herein described parcel (SE Parcel Three) located in the Northeast corner of said 3,839.33 acre Tract and also being located East of Walnut Road:

All that certain lot, tract or parcel of land lying and situated in the William F. Thompson Headright Survey, Abstract 565, Bowie County, Texas, being a part of that certain tract of land described as Tract No. 512 in the deed from James Hubbard, et ux, to the United States of America, dated April 15, 1942, recorded in Volume 190, Page 298 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from L. A. Garries, et ux, to J. Chambers, et ux, dated August 20, 1898, recorded in Volume 20, Page 559 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 511(1) in the deed from Bob Phillips to the United States of America, dated January 14, 1942, recorded in Volume 183, Page 577 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 426 acres in the deed from P. T. Daniels, et ux, to Lee Tidwell, et al, dated March 4, 1914, recorded in Volume 69, Page 562 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 521(1) in the deed from C. W. Jones, et ux, to the United States of America, dated June 3, 1942, recorded in Volume 190, Page 442 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 125 acres in the deed from R. A. Miles, et ux, to J. Mitchell, et al, dated October 16, 1926, recorded in Volume 121, Page 521 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 509(1) in the deed from W. E. Ector, et ux, to the United States of America, dated January 15, 1942, recorded in Volume 183, Page 589 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 125 acres in the deed from Temperance M. Bell to Walter Davis, dated November 3, 1921, recorded in Volume 96, Page 454 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as 279.66 acres in the Texas Risk Reduction Program Deed Notice from the US Army Red River Army Depot to the Texas Commission on Environmental Quality, dated August 10, 2006, recorded in Volume 4966, Page 7 of the Real Property Records of Bowie County, Texas, all of that certain tract of land described as Tract No. 510 in the deed from H. G. Purtle, et ux, to the United States of America, dated January 27, 1942, recorded in Volume 181, Page 468 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 135 acres in the deed from R. A. Miles, et ux, to Harold Purtle, et ux, dated January 29, 1934, recorded in Volume 145, Page 372 of the Deed Records of Bowie County, Texas, all of that certain tract of land described as 8.67 acres in the Municipal Solid Waste Disposal Site Deed Recordation from the US Army Red River Army Depot to the Texas Water Commission, dated December 2, 1986, recorded in Volume 930, Page 157 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, lying in the South right-of-way line of the Texas and Pacific Railway Company Railroad and the North line of the said Tract No. 512, said corner bears North 83 degrees 59 minutes 49 seconds East a distance of 2746.04 feet from a 2 inch aluminum monument found for a corner (control monument no. 1), stamped SAM, being the Northeast corner of that certain tract of land described as 27.31 acres in the Easement for Road or Street from Department of the Army to the State of Texas, dated February 18, 1960, recorded in Volume 382, Page 98 of the Deed Records of Bowie County, Texas;

THENCE North 83 degrees 59 minutes 49 seconds East a distance of 6816.97 feet along the South line of the said Railway, the North line of the said Tract 512, the North line of the said Tract No. 511(1), the North line of the said Tract No. 510, and the North line of the said Tract No. 509(1) to a 2 inch aluminum monument found for a corner, stamped SAM, said corner bears South 83 degrees 59 minutes 49 seconds West (basis of bearings) a distance of 5838.28 feet from a 5/8 steel rod found for a corner, capped Huitt-Zollars (control monuments no. 2);

THENCE South 06 degrees 01 minutes 00 seconds East a distance of 164.91 feet to a 2 inch aluminum monument found for a corner, stamped SAM, at an angle point;

THENCE South 31 degrees 37 minutes 33 seconds East a distance of 278.69 feet to a 2 inch aluminum monument found for a corner, stamped SAM, at an angle point;

THENCE South 05 degrees 41 minutes 24 seconds East a distance of 787.21 feet to a 2 inch aluminum monument found for a corner, stamped SAM, at an angle point;

THENCE North 85 degrees 18 minutes 18 seconds East a distance of 192.83 feet to a 2 inch aluminum monument found for a corner, stamped SAM, at an angle point;

THENCE South 06 degrees 36 minutes 18 seconds West a distance of 909.62 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at an angle point;

THENCE North 83 degrees 51 minutes 55 seconds East a distance of 243.72 feet to a 2 inch aluminum monument found for a corner, stamped SAM, at an angle point;

THENCE South 07 degrees 05 minutes 47 seconds East a distance of 1691.63 feet to a 2 inch aluminum monument found for a corner, stamped SAM, at an angle point;

THENCE South 00 degrees 03 minutes 13 seconds West a distance of 352.24 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533;

THENCE South 84 degrees 03 minutes 27 seconds West a distance of 6207.20 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533;

THENCE North 34 degrees 00 minutes 27 seconds West a distance of 1774.79 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at the beginning of a circular curve to the right, tangent to said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 444.54 feet, with a delta angle of 27 degrees 32 minutes 08 seconds, a radius of 925.00 feet, a chord bearing of North 20 degrees 14 minutes 23 seconds West, and a chord distance of 440.27 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at the end of the said circular curve;

THENCE North 06 degrees 28 minutes 19 seconds West tangent to said circular curve, a distance of 2136.30 feet to the point of beginning and containing 650.393 acres of land, at the time of this survey.

SUMMARY

The total Western Excess Portion of Red River Army Depot contains 3839.33 acres. It is the intent of this description to except out the road easement for Highway 8 and the parcels West and East of Walnut Road (27.608, 310.664 and 650.393 acres respectively) leaving a total remainder of 2850.665 acres.

UTILITY EASEMENT TRACT NO. ONE

All that certain lot, tract or parcel of land lying and situated in the William F. Thompson Headright Survey, Abstract 565, Bowie County, Texas, being a part of that certain tract of land described as Tract No. 512 in the deed from James Hubbard, et ux, to the United States of America, dated April 15, 1942, recorded in Volume 190, Page 298 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from L. A. Garries, et ux, to J. Chambers, et ux, dated August 20, 1898, recorded in Volume 20, Page 559 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 511(1) in the deed from Bob Phillips to the United States of America, dated January 14, 1942, recorded in Volume 183, Page 577 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 426 acres in the deed from P. T. Daniels, et ux, to Lee Tidwell, et al, dated March 4, 1914, recorded in Volume 69, Page 562 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 510 in the deed from H. G. Purtle, et ux, to the United States of America, dated January 27, 1942, recorded in Volume 181, Page 468 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 135 acres in the deed from R. A. Miles, et ux, to Harold Purtle, et ux, dated January 29, 1934, recorded in Volume 145, Page 372 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 509(1) in the deed from W. E. Ector, et ux, to the United States of America, dated January 15, 1942, recorded in Volume 183, Page 589 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 125 acres in the deed from Temperance M. Bell to Walter Davis, dated November 3, 1921, recorded in Volume 96, Page 454 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, lying in the South right-of-way line of the Texas and Pacific Railway Company Railroad and the North line of the said Tract No. 512, said corner bears North 83 degrees 59 minutes 49 seconds East a distance of 2746.04 feet from a 2 inch aluminum monument found for a corner (control monument no. 1), stamped SAM, being the Northeast corner of that certain tract of land described as 27.31 acres in the Easement for Road or Street from Department of the Army to the State of Texas, dated February 18, 1960, recorded in Volume 382, Page 98 of the Deed Records of Bowie County, Texas;

THENCE North 83 degrees 59 minutes 49 seconds East a distance of 6816.97 feet along the South line of the said Railway, the North line of the said Tract No. 512, the North line of the said Tract No. 511(1), the North line of the said Tract No. 510, and the North line of the said Tract No. 509(1) to a 2 inch aluminum monument found for a corner, stamped SAM, said corner bears South 83 degrees 59 minutes 49 seconds West (basis of bearings) a distance of 5838.28 feet from a 5/8 steel rod found for a corner, capped Huitt-Zollars (control monuments no. 2);

THENCE South 06 degrees 01 minutes 00 seconds East a distance of 115.00 feet to a point for a corner;

THENCE South 83 degrees 59 minutes 49 seconds West a distance of 6816.05 feet to a point for a corner;

THENCE North 06 degrees 28 minutes 19 seconds West a distance of 115.00 feet to the point of beginning and containing 17.996 acres of land, at the time of this survey.

UTILITY EASEMENT TRACT NO. TWO

All that certain lot, tract or parcel of land lying and situated in the William F. Thompson Headright Survey, Abstract 565, the M. E. P. & P. Railroad Company Headright Survey, Abstract 425, and the John Paxton Headright Survey, Abstract 461, Bowie County, Texas, being a part of that certain tract of land described as Tract No. 509(1) in the deed from W. E. Ector, et ux, to the United States of America, dated January 15, 1942, recorded in Volume 183, Page 589 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 125 acres in the deed from Temperance M. Bell to Walter Davis, dated November 3, 1921, recorded in Volume 96, Page 454 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 507, with 120 acres in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 148 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from Frank Whitehead to John M. Hefner, Jr., dated February 20, 1909, recorded in Volume 53, Page 607 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 508, with 13.57 acres in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 148 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 505, with 22.9 acres in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 188, Page 595 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 504, with 245.22 acres in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 148 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from M. A. Hart, et al, to Chas. R. Fex, dated February 19, 1910, recorded in Volume 55, Page 306 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 inch aluminum monument found for a corner, stamped SAM, lying in the South right-of-way line of the Texas and Pacific Railway Company Railroad and the North line of the said Tract No. 509(1), said corner bears North 83 degrees 59 minutes 49 seconds East a distance of 9563.00 feet from a 2 inch aluminum monument found for a corner (control monument no. 1), stamped SAM, being the Northeast corner of that certain tract of land described as 27.31 acres in the Easement for Road or Street from Department of the Army to the State of Texas, dated February 18, 1960, recorded in Volume 382, Page 98 of the Deed Records of Bowie County, Texas;

THENCE North 83 degrees 59 minutes 49 seconds East (basis of bearings) a distance of 5838.28 feet along the South line of the said Railway, the North line of the said Tract No. 509(1), the North line of the said Tract No. 507, the North line of the said Tract No. 508, the North line of the said Tract No. 505, and the North line of the said Tract No. 504 to a 5/8 steel rod found for a corner, capped Huitt-Zollars (control monuments no. 2), the Northwest corner of that certain tract of land described as 765.5 acres in the deed from the United State of America, to Red River Redevelopment Authority, dated March 30, 1999, recorded in Volume 3072, Page 161 of the Real Property Records of Bowie County, Texas;

THENCE South 09 degrees 02 minutes 07 seconds East at a distance of 90.74 feet passing a 1/2 inch steel rod found for a corner, capped Texas MG 5760, being the Northwest corner of that certain tract of land described as 8.743 acres in the deed from Red River Redevelopment Authority to W. W. Williams Company, dated March 28, 2008, recorded in Volume 5359, Page 26 of the Real Property Records of Bowie County, Texas, continuing in all a distance of 115.16 feet along the West line of the said 765.5 acre tract, the West line of the said 8.743 acre tract, and generally along a fence to a point for a corner;

THENCE South 83 degrees 59 minutes 49 seconds West a distance of 5844.35 feet to a point for a corner;

THENCE North 06 degrees 01 minutes 00 seconds West a distance of 115.00 feet to the point of beginning and containing 15.421 acres of land, at the time of this survey.

WALNUT ROAD EASEMENT TRACT

All that certain lot, tract or parcel of land lying and situated in the William F. Thompson Headright Survey, Abstract 565, Bowie County, Texas, being a part of that certain tract of land described as Tract No. 512 in the deed from James Hubbard, et ux, to the United States of America, dated April 15, 1942, recorded in Volume 190, Page 298 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from L. A. Garries, et ux, to J. Chambers, et ux, dated August 20, 1898, recorded in Volume 20, Page 559 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 511(1) in the deed from Bob Phillips to the United States of America, dated January 14, 1942, recorded in Volume 183, Page 577 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 426 acres in the deed from P. T. Daniels, et ux, to Lee Tidwell, et al, dated March 4, 1914, recorded in Volume 69, Page 562 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, lying in the South right-of-way line of the Texas and Pacific Railway Company Railroad and the North line of the said Tract No. 512, said corner bears North 83 degrees 59 minutes 49 seconds East a distance of 2596.03 feet from a 2 inch aluminum monument found for a corner (control monument no. 1), stamped SAM, being the Northeast corner of that certain tract of land described as 27.31 acres in the Easement for Road or Street from Department of the Army to the State of Texas, dated February 18, 1960, recorded in Volume 382, Page 98 of the Deed Records of Bowie County, Texas;

THENCE North 83 degrees 59 minutes 49 seconds East a distance of 150.01 feet along the South line of the said Railway and the North line of the said Tract No. 512 to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, said corner bears South 83 degrees 59 minutes 49 seconds West (basis of bearings) a distance of 12655.25 feet from a 5/8 steel rod found for a corner, capped Huitt-Zollars (control monuments no. 2);

THENCE South 06 degrees 28 minutes 19 seconds East a distance of 2136.30 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at the beginning of a circular curve to the left, tangent to said line;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 444.54 feet, with a delta angle of 27 degrees 32 minutes 08 seconds, a radius of 925.00 feet, a chord bearings of South 20 degrees 14 minutes 23 seconds East, and a chord distance of 440.27 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at the end of the said circular;

THENCE South 34 degrees 00 minutes 27 seconds East tangent to said circular curve, a distance of 1774.79 feet 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533,;

THENCE South 84 degrees 03 minutes 27 seconds West a distance of 169.99 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533;

THENCE North 34 degrees 00 minutes 27 seconds West a distance of 1694.82 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at the beginning of a circular curve to the right, tangent to said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 516.63 feet, with a delta angle of 27 degrees 32 minutes 08 seconds, a radius of 1075.00 feet, a chord bearing of North 20 degrees 14 minutes 23 seconds West, and a chord distance of 511.67 feet to a 5/8 inch steel rod 24 inches long set for a corner, capped MTG ENGINEERS & SURVEYORS 101011-00, PH. 903-838-8533, at the end of the said circular curve;

THENCE North 06 degrees 28 minutes 19 seconds West tangent to said circular curve, a distance of 2137.53 feet to the point of beginning and containing 14.987 acres of land, at the time of this survey.

**ANTITERRORISM FORCE
PROTECTION EASEMENT TRACT**

All that certain lot, tract or parcel of land lying and situated in the Frances Sithe Headright Survey, Abstract 520 and the John Ball Headright Survey, Abstract 25, Bowie County, Texas, being a part of that certain tract of land described as Tract No. 555, with 185 acres in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 148 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from V. E. Garton, et al, to H. B. Fields, dated May 16, 1922, recorded in Volume 132, Page 336 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 557 in the deed from Stanley I. Smith, et ux, to the United States of America, dated May 4, 1942, recorded in Volume 191, Page 599 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 114 acres in the deed from Edith Wolcott, et al, to Stanley I. Smith, dated October 1, 1925, recorded in Volume 128, Page 561 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 558 in the deed from Mrs. Ella Ecke to the United States of America, dated July 2, 1942, recorded in Volume 186, Page 617 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from J. E. Elson, et ux, to M. Ecke, dated August 26, 1927, recorded in Volume 122, Page 558 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 551(2) in the deed from C. W. Jones, et ux, to the United States of America, dated June 3, 1942, recorded in Volume 190, Page 442 of the Deed Records of Bowie County, Texas, same being that certain tract of land described as 160 acres in the deed from Sam C. Ball, et ux, to J. D. Davis, dated November 26, 1917, recorded in Volume 79, Page 179 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 559(5), in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 478 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from Sam C. Ball, et ux, to H. J. Hinckley, et ux, dated July 20, 1917, recorded in Volume 78, Page 326 of the Deed Records of Bowie County, Texas, a part of that certain tract of land described as Tract No. 559(4), in the Declaration of Taking by the United States of America, dated July 28, 1941, recorded in Volume 184, Page 478 of the Deed Records of Bowie County, Texas, same being that certain tract of land described in the deed from L. K. Davis, et ux, to J. H. Gulley, dated October 30, 1919, recorded in Volume 89, Page 84 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 inch aluminum monument found for a corner, stamped SAM, said corner bears North 83 degrees 59 minutes 49 seconds East (basis of bearings) a distance of 15401.29 feet to a 5/8 steel rod found for a corner, capped Huitt-Zollars (control monuments no. 2), and South 25 degrees 29 minutes 33 seconds West a distance of 8953.16 feet from a 2 inch aluminum monument found for a corner (control monument no. 1), stamped SAM, being the Northeast corner of that certain tract of land described as 27.31 acres in the Easement for Road or Street

from Department of the Army to the State of Texas, dated February 18, 1960, recorded in Volume 382, Page 98 of the Deed Records of Bowie County, Texas;

THENCE South 77 degrees 28 minutes 38 seconds West a distance of 382.38 feet to a point for a corner, at an angle point;

THENCE South 84 degrees 06 minutes 07 seconds West a distance of 1339.40 feet generally along a fence to a point for a corner, at an angle point;

THENCE North 88 degrees 25 minutes 58 seconds West a distance of 327.12 feet generally along a fence to a point for a corner, at an angle point;

THENCE South 84 degrees 04 minutes 25 seconds West a distance of 507.41 feet generally along a fence to a point for a corner, at an angle point;

THENCE South 76 degrees 57 minutes 30 seconds West a distance of 362.12 feet generally along a fence to a point for a corner, at an angle point;

THENCE South 83 degrees 59 minutes 24 seconds West a distance of 4131.98 feet generally along a fence to a point for a corner, at an angle point;

THENCE North 84 degrees 41 minutes 17 seconds West a distance of 179.01 feet to a 2 inch aluminum monument found for a corner, stamped SAM;

THENCE North 05 degrees 18 minutes 43 seconds East a distance of 20.00 feet to a point for a corner, at an angle point;

THENCE South 84 degrees 41 minutes 17 seconds East a distance of 177.02 feet to a point for a corner, at an angle point;

THENCE North 83 degrees 59 minutes 24 seconds East a distance of 4128.76 feet to a point for a corner, at an angle point;

THENCE North 76 degrees 57 minutes 30 seconds East a distance of 362.14 feet to a point for a corner, at an angle point;

THENCE North 84 degrees 04 minutes 25 seconds East a distance of 509.97 feet to a point for a corner, at an angle point;

THENCE South 88 degrees 25 minutes 58 seconds East a distance of 327.13 feet to a point for a corner, at an angle point;

THENCE North 84 degrees 06 minutes 07 seconds East a distance of 1336.94 feet; to a point for a corner, at an angle point

THENCE North 77 degrees 28 minutes 38 seconds East a distance of 383.47 feet to a point for a corner;

THENCE South 06 degrees 07 minutes 20 seconds East a distance of 20.13 feet to the point of beginning and containing 3.318 acres of land, at the time of this survey.

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EXHIBIT C

ENVIRONMENTAL DOCUMENTATION

1. Dames and Moore. 1984. Final Ground-Water Quality Assessment OTC Area (Task 1-8). 16 August.
2. ELM Consultants, LLC. 2007. Draft Site Characterization Report, RRAD West Excess Property. December 12.
3. Engineering Environmental Management, Inc. (EEM). 2006. Final Site Inspection Report Military Munitions Response Program Site Inspection Munitions Response Sites, Red River Army Depot, Texas. August.
4. Environmental Data Resources, Inc. (EDR). 2005. EDR Data Map Area Study and Historical Topographic Map Report, Red River Army Depot, Texarkana, TX 75501. 29 and 30 September.
5. Environmental Research, Inc. (ERI). 2006. Aerial Photographic Site Analysis, Red River Army Depot, Bowie County, Texas. August.
6. Geo-Marine, Inc. (Geo-Marine). 1990. Intensive Archeological Survey and Archival Investigation at the Red River Army Depot and Lone Star Army Ammunition Plant, Bowie County, TX. May.
7. Geo-Marine. 1994. Cultural Resources Survey of 2,226 Hectares within the Red River Army Depot and Lone Star Army Ammunition Plant, Bowie County, TX. September.
8. Marstel-Day, LLC. 2008. Environmental Assessment for Disposal and Reuse of Lone Star Army Ammunition Plant and Red River Army Depot, Texas. October.
9. Nakata Planning Group, Inc. (Nakata). 1985. Phase I, Master Plan, Analysis of Existing Facilities/Environmental Assessment Report. April.
10. Parsons Engineering Science, Inc. (Parsons). 1998. RCRA Part B Permit, Application for Renewal. February and December.
11. Parson. 1999. Task 1 Report for Miscellaneous Sites. May.
12. Parsons. 2000. Draft Final Data Summary Report for Miscellaneous Sites, Volume I Report. April.
13. Parsons. 2004. Corrective Measures Implementation Plan for the Ordnance Training Center Area Red River Army Depot, Texarkana, Texas. November.
14. Red River Army Depot (RRAD). 1996. Internal correspondence concerning asbestos in igloos. 4 September.

15. RRAD. 2004a. Waste Management. 15 September.
16. RRAD. 2004b. Pesticide Management Plan. October.
17. Red River Ordnance Depot (RROD). 1962. General Site Maps. 5 October.
18. Tetra Tech EM, Inc. (Tetra Tech). 2005. Draft Integrated Cultural Resources Management Plan for Red River Army Depot for FY05 to FY09, Texarkana, Texas.
19. Tetra Tech. 2006. Integrated Natural Resources Management Plan for Red River Army Depot and Lone Star Army Ammunition Plant, Texarkana, Texas. March.
20. TetraTech NUS. 2003. Site Investigation Data Report – OTC Landfills. May.
21. TSC Group and NewFields. 2004. Red River Army Depot, OTC Landfill, MNA Addendum 2. February.
22. United States Army Corps of Engineers (USACE), Mobile District and Tetra Tech, Inc. 1998. Environmental Assessment for BRAC 95 Disposal and Reuse of Property at the Red River Army Depot, Texas. January.
23. USACE, Fort Worth District. 1992. Red River Army Depot, RCRA Facility Investigation Final Report.
24. USACE, Fort Worth District. 1993. Red River Army Depot, RCRA Facility Investigation for the OTC Area Amended Report.
25. USACE, Fort Worth District. 2001. Red River Army Depot Natural Attenuation Study – OTC Area. January.
26. USACE, Fort Worth District. 2006b. Red River Army Depot, Compliance Plan No. CP-50178, Ordnance Training Center (OTC) Area, Semi-Annual Report. July.
27. USACE, Military Munitions Design Center, Omaha District. 2011. *West Excess Property Remedial Investigation, Red River Depot, New Boston, Texas*. April.
28. United States Army Environmental Center (USAEC). 2005. FY2006 Red River Army Depot, Texas, Installation Action Plan. May.
29. United States Army Technical Center for Explosives Safety (USATCES). 2006. Draft RRMC Historical Records Review, Red River Munitions Center, Texarkana, Texas. May.
30. United States Army Toxic and Hazardous Materials Agency (USATHAMA). 1978. Installation Assessment of Red River Army Depot, Texarkana, Texas, Record Evaluation Report No. 125. July.

31. United States Center for Health Promotion and Preventative Medicine (USACHPPM). 1996. Executive Summary Hazardous and Medical Waste Study No. 37-EF-5698-97, Relative Risk Site Evaluation, Red River Army Depot. 9 December.
32. United States Fish and Wildlife Service (USFWS). 1998. Letter responding to 15 June 1998 letter requesting no federally listed threatened and endangered species at RRAD and LSAAP. 22 June.
33. URS. 2006. *Final Environmental Condition of Property Report, Red River Army Depot*. 30 November.
34. Army. 2011. *Environmental Condition of Property Update*. July.
35. Woodward-Clyde. 1996. United States Army Base Realignment and Closure 95 Program, Environmental Baseline Survey Report, Red River Army Depot, Texas. 18 December.

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EXHIBIT D

**TABLE 2 – NOTIFICATION OF PETROLEUM PRODUCT STORAGE,
RELEASE OR DISPOSAL**

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Kerosene spill site	Kerosene	mid-1990s	A kerosene spill occurred approximately 1.5 miles off-site in the mid-1990s and migrated onto the northwestern portion of the property. RRAD personnel contained the release and used a vacuum truck to remove the product. Sediment samples were collected during the Site Characterization and no semi-volatile organic compounds were detected (ELM, 2008). In an August 29, 2008 letter, TCEQ agreed with the NFA determination.

EXHIBIT E

NOTIFICATION OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)*

Site	Type of MEC	Date of MEC Activity	Munitions Response Actions
<p>Southwest Surveillance Function Test Range (RRAD-009-R-01)</p>	<p>Inert M16A1 Antipersonnel Mine, M16A1 Antipersonnel Mine fuze, and unfuzed M67 grenade body</p>	<p>1948 to 1984</p>	<p>This MRS consists of approximately 106 acres. Army conducted a Site Investigation (SI) in 2005. During the SI, two munitions (an M16A1 Antipersonnel Mine, which was located near the mine/grenade test stand, and an M16A1 Antipersonnel Mine fuze, which was located in the armored building) were encountered. These munitions, which were evaluated to determine their explosive safety status, were determined to be inert.</p> <p>Subsequently, Army investigated and conducted a removal action at the approximately 5 acres that made up the mine/grenade test stand and surveyed transects at approximately ten percent of the remaining 101 acres. During these response actions, the Army recovered an unfuzed M67 grenade body, a metallic item that could not be positively identified, and munitions debris. The M67 grenade body, the munitions debris and the unidentified item, which were evaluated to determine their explosives safety status, were determined to be inert and disposed of per applicable regulations.</p> <p>Subsurface anomalies were not detected in the acreage that made up the mine/grenade test stand or the surveyed transects. Based on these investigations and the range's use for surveillance activities, the Army believes the likelihood of encountering MEC on this MRS is very low.</p> <p>Sampling results indicate that there are no unacceptable risks to human and environmental receptors present under current or future land uses.</p> <p>In a May 25, 2011 letter, TCEQ agreed with the NFA determination for this MRS.</p>

Site	Type of MEC	Date of MEC Activity	Munitions Response Actions
Northwest Surveillance Function Test Range (RRAD-008-R-01)	M38 Base Detonating Fuses and M125 Flare illumination candles	1953 to 1960	<p>This MRS consists of approximately 22-acres. The Army conducted three munitions responses at this MRS. These response included the removal of munitions and munitions debris from the 4.0 acres that made up the stationary test pad and a survey of transects that made up approximately ten percent of this MRS. During these responses, the Army recovered seven munitions and removed munitions debris from the surface. The MEC recovered included M38 Base Detonating Fuzes and M125 Flare illumination candles. Subsurface anomalies were not detected in the acreage that made up the stationary test pad or the survey transects. The MEC recovered was destroyed by open detonation. The munitions debris recovered, which was evaluated to determine its explosives safety status, was determined to be inert and disposed of per applicable regulations.</p> <p>Based on the munitions response conducted and the range's use for surveillance activities, the Army believes the likelihood of encountering MEC on this MRS is very low (USACE, 2011).</p> <p>Sampling results indicate that there are no unacceptable risks to human and environmental receptors present under current or future land uses.</p> <p>In a May 25, 2011 letter, TCEQ agreed with the NFA determination for this MRS.</p>
Igloo A7-07	Black Powder Charges	Storage until explosion on 21 Aug 1996	<p>The igloo was the site of an explosives incident (detonation) on 21 August 1996. The furthest piece of debris reported was a metal fragment that was found in the road approximately 155.5 feet southeast of the igloo's doorway. The designated explosion area was extended 300 feet beyond the igloo to ensure all explosive hazards were removed during the cleanup conducted after the detonation. The igloo material and debris recovered, which were removed to the High Explosive Burning Grounds for demilitarization, were</p>

Site	Type of MEC	Date of MEC Activity	Munitions Response Actions
			<p>evaluated and determine not to pose an explosive hazard. Surface samples collected during a Remedial Investigation indicated munitions constituents were not released to surface soil at the time of incident.</p> <p>In a May 25, 2011 letter, TCEQ agreed with the NFA determination for this MRS.</p>

MEC. This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 §101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

EXHIBIT F

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. LAND USE RESTRICTIONS

A. The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The GRANTEE, its successors or assigns, shall not undertake nor allow any activity on or use of the Property that would violate the land use restrictions contained herein.

(1) Residential Use Restriction. The GRANTEE, its successors and assigns, shall use the Property solely for commercial or industrial activities and not for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multifamily residences; child care facilities; and nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

(2) Groundwater Restriction. The GRANTEE is hereby informed and acknowledges that a portion of the Property is part of the Plume Management Zone associated with the Ordnance Training Center Hazardous Waste Landfill on adjacent property as identified in that certain Texas Risk Reduction Program Deed Notice dated August 10, 2006, filed for record in the Office of the County Clerk of Bowie County, Texas, on August 21, 2006, and recorded in Volume 4966, Page 7 of the Real Property Records of Bowie County, Texas. Groundwater sampling is being conducted on adjacent property for volatile organic compounds (VOCs). The GRANTEE, its successors and assigns, shall not access or use ground water underlying the Plume Management Zone portion of the Property for any purpose without the prior written approval of the United States Department of the Army and the Texas Commission on Environmental Quality (TCEQ). For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

(3) Notice of Groundwater Monitoring Wells. The GRANTEE is hereby informed and does acknowledge the presence of 12 groundwater monitoring wells on the Property. The GRANTEE, its successors and assigns shall not disturb or permit others to disturb the monitoring wells located on the Property without prior written approval from the GRANTOR and TCEQ. Upon the GRANTOR's determination that a well is no longer necessary, the GRANTOR will close such well at the GRANTOR's sole cost and expense in accordance with applicable laws, regulations, and ordinances.

B. Modifying Restrictions. Nothing contained herein shall preclude the GRANTEE, its

successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the GRANTOR, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, GRANTEE shall consult with and obtain the approval of the GRANTOR, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the GRANTEE's obtaining the approval of the GRANTOR and, as appropriate, state or federal regulators, or local authorities, the GRANTOR agrees to record an amendment hereto. This recordation shall be the responsibility of the GRANTEE and at no additional cost to the GRANTOR.

C. Submissions. The GRANTEE, its successors and assigns, shall submit any requests to modifications to the above restrictions to GRANTOR and TCEQ, by first class mail, postage prepaid, addressed as follows:

a. GRANTOR
Office of the Assistant Chief of Staff
for Installation Management
ATTN: BRAC Division (DAIM-ODB)
600 Army Pentagon
Washington, DC 20310-0600

b. State Regulator
Team 3, Environmental Cleanup Section II
Texas Commission on Environmental Quality (MC127)
12100 Park 35 Circle
Austin, TX 78753

2. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The GRANTEE is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

B. The Property was previously used to store ammunition and had two test ranges on the property. The Northwest Surveillance Function Test Range [RRAD-008-R-01] [NW Range] and the Southwest Surveillance Function Test Range [RRAD-009-R-01][SW Range] were used to test pyrotechnics, smoke pots, selected grenade fuzes, and anti-personnel mines from the munitions stored on site. One ammunition magazine (A7-07) burned in 1996. In a letter dated May 25, 2011, TCEQ agreed that no further action is necessary for A7-07 area. At the

Southwest Surveillance Function Test Range, a Site Investigation in 2005 revealed two rangeland-related items: a M16A1 Antipersonnel Mine and a M16A1 Antipersonnel Mine fuze. These items were inert. In subsequent investigations, a total of 5.0 acres at the mine/grenade test stand were cleared. Survey transects were conducted in approximately ten percent of the 106 acres. These investigations resulted in recovering the following MEC/MPPEH: an unfuzed M67 grenade body, and an item that could not be positively identified and was disposed as MPPEH; and numerous items of MD were removed from the ground surface. No subsurface metallic items were detected in the clearance area or in survey transects. Based on these investigations, the likelihood of additional MEC at the Southwest Surveillance Function Test Range is believed to be very low (USACE, 2011). MMRP investigations have been conducted at the Northwest Surveillance Function Test Range resulting in the clearance of 4.0 acres at the test pad. Survey transects were conducted in approximately ten percent of the site. A total of 7 MEC items, including M38 Base Detonating Fuses and M125 Flare illumination candles, plus numerous items of MD were removed from the ground surface. No subsurface metallic items were detected in the clearance area or in survey transects. Based on the location and limited amount of MEC recovered, the likelihood of additional MEC at the Northwest Surveillance Function Test Range is believed to be very low (USACE, 2011). In a letter dated May 25, 2011, TCEQ agreed that no further action is necessary at the Southwest Surveillance Function Test Range and the Northwest Surveillance Function Test Range. A summary of MEC discovered on the property is provided in Exhibit E.

C. The GRANTOR represents that, to the best of its knowledge, no MEC is currently present on the Property. Notwithstanding the GRANTOR's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the GRANTEE, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate Department of Defense explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations at no expense to the GRANTEE, its successors and assigns..

D. Easement and Access Rights.

(1) The GRANTOR reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, testpitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the GRANTOR shall give the GRANTEE

or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. GRANTOR shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising this easement and right of access, neither the GRANTEE nor its successors and assigns, as the case maybe, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the GRANTEE, its successors and assigns, shall not interfere with any munitions response action conducted by the GRANTOR on the Property; provided, however, that nothing in this Paragraph shall be considered a waiver by the GRANTEE, its successors and assigns of any remedy available to it or them under the Federal Tort Claims Act.

3. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The GRANTEE is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material ("ACM") has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestosrelated diseases, including certain cancers that can result in disability or death.

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. The GRANTEE agrees to be responsible for any remediation or abatement of asbestos found to be necessary in buildings and structures on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation at no expense to GRANTOR.

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the buildings and structures on the Property as to its asbestos and ACM 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 or ACM hazards or concerns.

4. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

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 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 there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The GRANTEE covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, 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).

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect buildings on the Property as to their lead-based paint 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 lead-based paint hazards or concerns.

5. PESTICIDE NOTIFICATION.

The GRANTEE, its successors, and assigns, is hereby notified and acknowledges that registered pesticides have been applied to the Property and may continue to be present thereon. The GRANTEE, its successors and assigns further acknowledges that where a pesticide was applied by GRANTOR or at GRANTOR's direction, it was applied in accordance with the pesticide's intended purpose and consistent with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA, 7 U.S.C. Section 123, et seq.) and other applicable laws and regulations.

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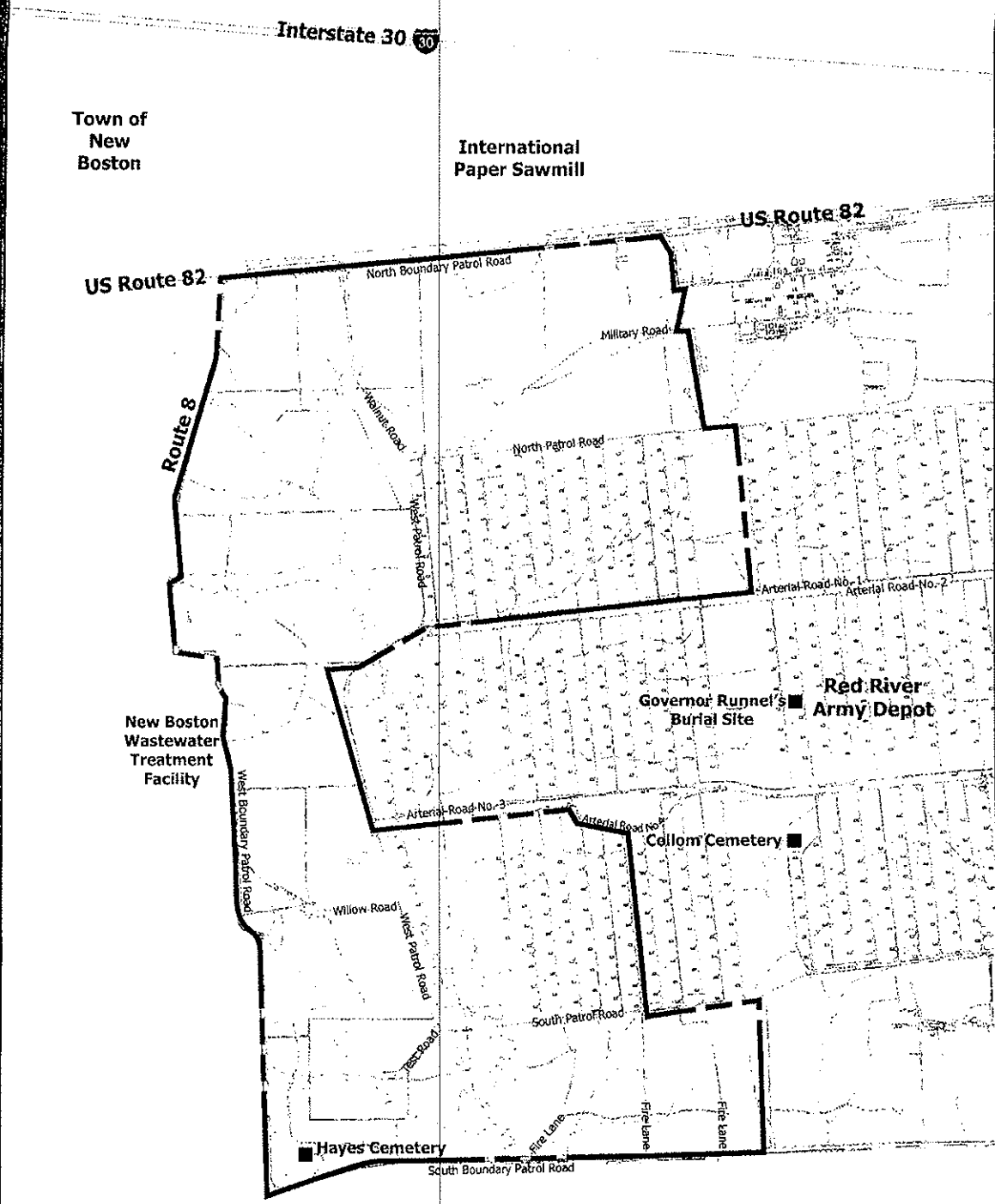
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EXHIBIT G

Cemeteries Key

■ Cemeteries



Town of New Boston

International Paper Sawmill

US Route 82

US Route 82

Route 8

New Boston Wastewater Treatment Facility

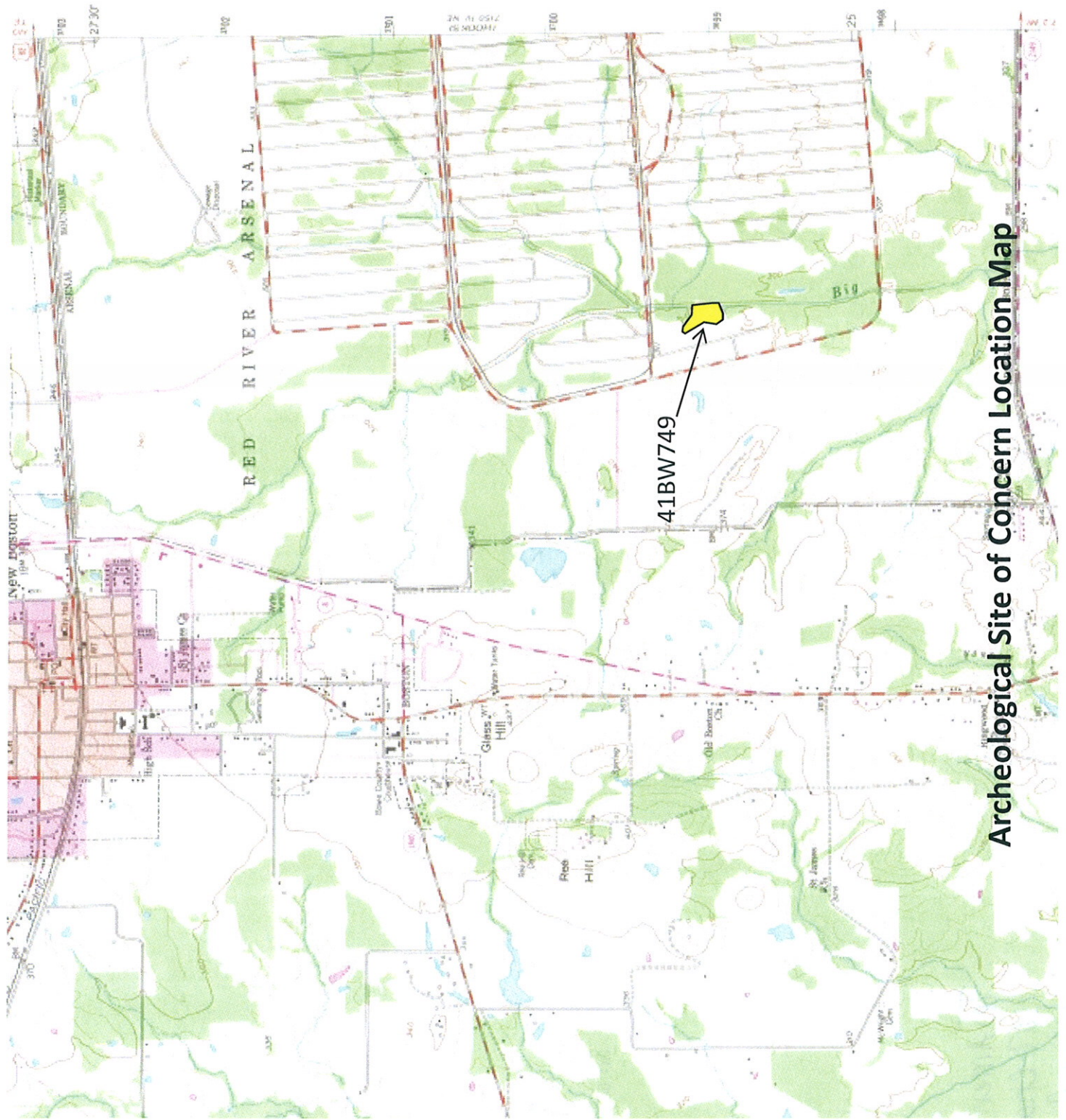
Governor Runnel's Burial Site

Red River Army Depot

Cullom Cemetery

Hayes Cemetery

Red River Army Depot
 Cemeteries
 Bowie County, Texas



Archeological Site of Concern Location Map

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02
01

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48
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Filed for Record in
Bowie County Texas
NATALIE NICHOLS
County Clerk
On: Oct 07/2011 at 10:52A

TexAmericas Center
107 Chapel Lane
New Boston, TX 75770