



Control Number: 44992



Item Number: 23

Addendum StartPage: 0



RECEIVED

2016 MAY -5 PM 3:38

PUBLIC UTILITY COM. ASS. CH.  
711 12 01 11

May 4, 2016

Attention: Filing Clerk  
Christina R. Switzer, Attorney-Legal Division  
Public Utility Commission of Texas  
1701 N. Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326

Re: DOCKET NO. 44992, Fourth and Final Update on Closing of Wet Utilities

Dear Ms. Switzer:

This letter is to inform the Public Utility Commission ("PUC") of the final closing of the wet utilities between Riverbend Water Resources District ("RWRD") and TexAmericas Center ("TAC"). This letter is the fourth and final update following letters filed with the PUC in February, March, and April of 2016.

The closing and execution of all closing documents occurred on Thursday, April 28, 2016 with an effective date of May 1, 2016 at 12:00:00 a.m. As of the date of this letter, all funds have been transferred and all necessary documents have been executed, including the following:

**Closing Documents**

- RWRD RESO\_20160425\_Authorizing Execution of Closing Documents
- Assignment and Assumption of Army Water Supply Contract
- Assignment and Assumption Agreement (CCNs)
- Assignment and Assumption Agreement (Sewer Discharge Permit)
- Bill of Sale and Assignment Agreement (Personal Property)
- Bill of Sale and Assignment Agreement (Sewer Plan - Real Property)
- Deed without Warranty (Wastewater Treatment Plant and Access Easement)
- Easement Agreement for Utilities (TAC Easement)
- Interlocal Cooperation Agreement TAC & RWRD (Water and Sewer Services Rate Agreement)
- Interlocal License Agreement TAC & RWRD
- MOU TAC & RWRD
- Novation Agreement (Army Contract)
- Performance Bond
- Promissory Note TAC & RWRD
- Security Agreement TAC & RWRD

It has been a pleasure to work with the PUC and its professional staff through this process. We look forward to the final order formally issuing RWRD in full both CCN No. 13210 for potable water utility service and CCN No. 21067 for sewer utility service.

Riverbend Water Resources District  
228 Texas Avenue, Suite A  
New Boston, TX 75570



Additionally, please let this letter also service as notice of a new mailing address listed as follows:

**Riverbend Water Resources District  
228 Texas Avenue, Suite A  
New Boston, TX 75570**

If you have any further questions or comments, please do not hesitate to contact me on my cell at (303) 888-7353.

Sincerely,

*Elizabeth A. Fazio Hale*

Elizabeth A. Fazio Hale, JD, LLM  
Executive Director/ CEO

Riverbend Water Resources District  
228 Texas Avenue, Suite A  
New Boston, TX 75570



**RIVERBEND RESOLUTION NO. 20160425-02**

**AUTHORIZING THE PRESIDENT, SECRETARY, EXECUTIVE DIRECTOR/CEO,  
AND/OR GENERAL COUNSEL TO EXECUTE ALL CLOSING DOCUMENTS  
ANCILLARY TO THE "AGREEMENT FOR PURCHASE AND SALE OF ASSETS AND  
ASSIGNMENT AND ASSUMPTION OF CONTRACT RIGHTS" WITH TEXAMERICAS  
CENTER ON BEHALF OF RIVERBEND WATER RESOURCES DISTRICT**

**WHEREAS**, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas;

**WHEREAS**, the Riverbend Water Resources District has entered into an *Agreement for Purchase and Sale of Assets and Assignment and Assumption of Contract Rights* (the "Agreement"), executed between RWRD and TexAmericas Center on or about May 26, 2015;


**WHEREAS**, the Riverbend Water Resources District has reviewed and approves all material terms contained in the documents associated with the Agreement and intends to execute all documents at the closing of the transfer on or about April 28, 2016 with an effective date of May 1, 2016;

**WHEREAS**, the Riverbend Water Resources District desires to empower its President, Secretary, Executive Director, and/or General Counsel to execute all documents necessary for completion of the closing;

**NOW, THEREFORE, BE IT RESOLVED** that the President, Sean Rommel; Secretary, Fred Milton; Executive Director/CEO, Elizabeth Fazio Hale; and General Counsel, David Glass shall be and are hereby authorized to execute all closing documents ancillary to the completion of the Agreement, including an amendment to Lease Agreements 164, 167, and 228A previously approved on February 10, 2016, and containing the material terms set forth in the documents attached hereto.



**PASSED and APPROVED this 25th day of April, 2016**

  
Sean Rommel, President

**ATTEST:**

  
Jim Green, Vice President

Attached: Closing Documents

**Assignment and Assumption  
of Army Wet Utilities Contract**

This *Assignment and Assumption of Army Wet Utilities Contract* is made by and between TexAmericas Center, a political subdivision of the State of Texas (hereinafter called "TAC") and Riverbend Water Resources District, a conservation and reclamation district of the State of Texas (hereinafter called "RIVERBEND"), and is effective as of the 1<sup>st</sup> day of May, 2016 at 12:00:00 A.M.

WHEREAS, TAC and Riverbend have entered into that certain *Agreement for Purchase and Sale of Assets and Assignment and Assumption of Liabilities* dated effective May 26, 2015 (hereinafter called the "Purchase Agreement"). Except as otherwise defined herein, all capitalized terms contained herein shall have the meaning assigned to the same in the Purchase Agreement;

WHEREAS, on or about April 15, 2002, TAC, f/k/a Red River Redevelopment Authority entered into a solicitation, offer and award with Red River Army Depot providing for the provision of water, wastewater treatment, and industrial wastewater treatment, under Solicitation Number DAAE32-00-R-7016, Contract Number DAAE32-02-D-0008. On or about September 24, 2013, said solicitation, offer and award was amended by execution of that certain Amendment of Solicitation/Modification of Contract which has been assigned Amendments/Modification Number P00016 (hereinafter collectively referred to as the "Army Wet Utilities Contract");

WHEREAS, pursuant to the terms of the Purchase Agreement, TAC is to assign to RIVERBEND and RIVERBEND is to accept and assume all of TAC rights, duties and obligations accruing under the Army Wet Utilities Contract from and after the effective date hereof;

NOW, WHEREFORE, PREMISES CONSIDERED, TAC AND RIVERBEND hereby agree as follows, to-wit:


- 1) Subject to the terms of the Purchase Agreement and further subject to the terms set forth herein, TAC hereby assigns and transfers unto RIVERBEND all of TAC's rights, title, interest, duties, obligations and benefits arising under the Army Wet Utilities Contract from and after the effective date hereof;
- 2) RIVERBEND hereby accepts the foregoing assignment, and assumes and agrees to keep and perform all of TAC's obligations and duties thereunder from and after the effective date hereof;
- 3) All profits, proceeds, and other benefits accruing or arising under the Army Wet Utilities Contract for goods and services provided on or before the effective date hereof shall remain the property of TAC, (including unbilled amounts from the month of Closing to be billed and collected following

Closing) and if received by RIVERBEND after closing, shall immediately be paid over to TAC upon RIVERBEND's receipt of the same;

- 4) RIVERBEND agrees to assume all outstanding obligations under the budgeted capital improvement program required by the Army Wet Utilities Contract and to abide by the previously adopted and Army-approved budget for the 2015-2016 fiscal year.
- 5) RIVERBEND acknowledges that it is subject to all terms, conditions, restrictions and disclosures contained in the Army Wet Utilities Contract, the Army Title Conveyance Documents, and in all documents executed in connection therewith, including any easements, licenses, and rights of way granted by the United States of America relating to the Wet Utility Systems, and all environmental covenants contained therein, as the same may be applicable to Riverbend.

IN WITNESS WHEREOF, TAC, as duly authorized by its board of directors, has caused this agreement to be executed by its Executive Director and CEO; RIVERBEND as duly authorized by its board of directors, has caused this agreement to be executed by its Executive Director and CEO, and it is effective as of the date and time first set forth above.

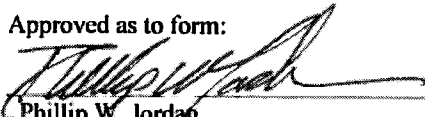
**TEXAMERICAS CENTER**

BY:   
Scott Norton,  
Executive Director & CEO

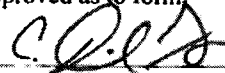
**RIVERBEND WATER RESOURCES  
DISTRICT**

BY:   
Elizabeth A. Fazio Hale,  
Executive Director & CEO

Approved as to form:

  
Phillip W. Jordan  
JORDAN LAW FIRM, L.L.P.  
Retained Legal Counsel

Approved as to form:

  
C. David Glass  
SMITH WEBER, L.L.P.  
Retained Legal Counsel

**CONSENT OF UNITED STATES OF AMERICA**

The United State of America, acting by and through the various Contracting Officers of the Department of the Army, hereby consent to the foregoing assignment and assumption of Solicitation Number DAAE32-00-R-7016, Contract Number DAAE32-02-D-0008 (as subsequently modified by that certain Amendment of Solicitation/Modification of Contract which has been assigned Amendments/Modification Number P00016), effective as of the 28 day of April, 2016.

A separate Novation Agreement between the United States of America and the above-named parties was executed the 14<sup>th</sup> day of March, 2016 setting forth the various rights, duties and obligations of the parties hereafter in detail.

**United States of America,**

By Paula G. Tidwell  
Printed Name: Paula G. Tidwell  
Title Contracting Officer



**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(CCNs)**

This Assignment and Assumption Agreement (CCNs) is made by and between TexAmericas Center, a political subdivision of the State of Texas (hereinafter called "TAC") and Riverbend Water Resources District, a conservation and reclamation district of the State of Texas (hereinafter called "RIVERBEND"), and is effective as of the 1st day of May, 2016 at 12:00:00 A.M.

WHEREAS, TAC and Riverbend have entered into that certain *Agreement for Purchase and Sale of Assets and Assignment and Assumption of Liabilities* dated effective May 26, 2015 (hereinafter called the "Purchase Agreement");

WHEREAS, pursuant to the terms of the Purchase Agreement, TAC is to assign, to the extent assignable, all of its interests in the remaining Certificates of Convenience and Necessity for the provision of water and sanitary sewer service on TAC-owned properties and on portions of the current Red River Army Depot property and the former Lone Star Army Ammunition Plant properties, which are more particularly described on Exhibit "A", attached hereto and incorporated herein (hereinafter called the "CCNs");

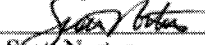
NOW, WHEREFORE, PREMISES CONSIDERED, TAC AND RIVERBEND, hereby agree as follows, to-wit:

- 1) To the extent the same are assignable and/or transferable, , TAC hereby assigns and transfers to RIVERBEND all of its rights, title and interests in and to the CCNs, subject to the rights of the City of Texarkana, Texas to portions of the CCNs applicable to TAC-East previously conveyed pursuant to the Texarkana EDC Agreement (as that term is defined in the Purchase Agreement);
- 2) RIVERBEND hereby accepts the foregoing assignment of the CCNs and agrees to keep and perform the duties, obligations and conditions incident thereto from and after the date hereof;
- 3) Any financial assurances and sureties previously posted by TAC relating to said CCNs, if any, shall remain the property of TAC, and shall be refunded to TAC upon transfer of the CCNs on the records of the Texas Public Utilities Commission. RIVERBEND has or shall post any financial assurances and/or sureties required by the Texas Public Utilities Commission for the transfer/assignment of the CCNs to RIVERBEND;


IN WITNESS WHEREOF, TAC, as duly authorized by its board of directors, has caused this agreement to be executed by its Executive Director and CEO; and RIVERBEND as duly authorized by its board of directors, has caused this agreement to

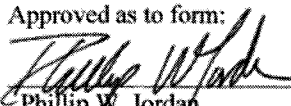
be executed by its Executive Director and CEO, and is effective as of the date and time first set forth above.

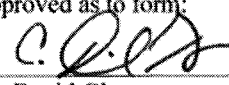
**TEXAMERICAS CENTER**

BY:   
Scott Norton,  
Executive Director & CEO

**RIVERBEND WATER RESOURCES  
DISTRICT**

BY:   
Elizabeth A. Fazio Hale,  
Executive Director & CEO

Approved as to form:  
  
Phillip W. Jordan  
JORDAN LAW FIRM, L.L.P.  
Retained Legal Counsel

Approved as to form:  
  
C. David Glass  
SMITH WEBER, L.L.P.  
Retained Legal Counsel

**Exhibit "A"**  
**List of Certificates of Convenience and Necessity**

- 1) Certificate of Convenience and Necessity No. 13210, for potable water utility service;
- 2) Certificate of Convenience and Necessity No. 21067, for sewer utility service.

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(Sewer Discharge Permit)**

This Assignment and Assumption Agreement (Sewer Discharge Permit) is made by and between TexAmericas Center, a political subdivision of the State of Texas (hereinafter called "TAC") and Riverbend Water Resources District, a conservation and reclamation district of the State of Texas (hereinafter called "RIVERBEND"), and is effective as of the 1<sup>st</sup> day of May, 2016 at 12:00:00 A.M.

WHEREAS, TAC and Riverbend have entered into that certain *Agreement for Purchase and Sale of Assets and Assignment and Assumption of Liabilities* dated effective May 26, 2015 (hereinafter called the "Purchase Agreement");

WHEREAS, pursuant to the terms of the Purchase Agreement, TAC is to assign, to the extent assignable, all of its interests in the sewer discharge permit styled TPDES Permit No. WQ0004664000 dated October 27, 2014, relating to the operation of its Wet Utilities System on TAC-owned properties and on portions of the current Red River Army Depot property and the former Lone Star Army Ammunition Plant properties, (hereinafter called the "Permit");


NOW, WHEREFORE, PREMISES CONSIDERED, TAC AND RIVERBEND, hereby agree as follows, to-wit:

- 1) To the extent the same are assignable and/or transferable, TAC hereby assigns and transfers unto RIVERBEND all of its rights, title and interests in and to the Permit;
- 2) RIVERBEND hereby accepts the foregoing assignment of the Permit and agrees to keep and perform the duties, obligations and conditions incident thereto from and after the date hereof;
- 3) Any financial assurances and sureties previously posted by TAC relating to said Permit, if any, shall remain the property of TAC, and shall be refunded to TAC upon transfer of the Permit on the records of the Texas Commission on Environmental Quality. RIVERBEND has or shall post any financial assurances and/or sureties required by the Texas Commission on Environmental Quality for the transfer/assignment of the Permit to RIVERBEND;


IN WITNESS WHEREOF, TAC, as duly authorized by its board of directors, has caused this agreement to be executed by its Executive Director and CEO; and

RIVERBEND as duly authorized by its board of directors, has caused this agreement to be executed by its Executive Director and CEO, and is effective as of the date and time first set forth above.

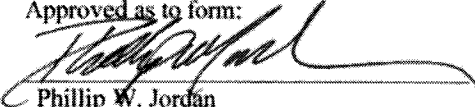
**TEXAMERICAS CENTER**

BY:   
Scott Norton,  
Executive Director & CEO


**RIVERBEND WATER RESOURCES  
DISTRICT**

BY:   
Elizabeth A. Fazio Hale,  
Executive Director & CEO

Approved as to form:

  
Phillip W. Jordan  
JORDAN LAW FIRM, L.L.P.  
Retained Legal Counsel

Approved as to form:

  
C. David Glass  
SMITH WEBER, L.L.P.  
Retained Legal Counsel

PREPARED IN THE OFFICE OF:  
JORDAN LAW FIRM, LLP  
4 Woodmont Crossing  
Texarkana, Texas 75503

NOTICE OF CONFIDENTIALITY RIGHTS:  
IF YOU ARE A NATURAL PERSON, YOU  
MAY REMOVE OR STRIKE ANY OF THE  
FOLLOWING INFORMATION FROM THIS  
INSTRUMENT BEFORE IT IS FILED FOR  
RECORD IN THE PUBLIC RECORDS:  
YOUR SOCIAL SECURITY NUMBER OR  
YOUR DRIVER'S LICENSE NUMBER.

---

**BILL OF SALE AND ASSIGNMENT AGREEMENT**  
**(PERSONAL PROPERTY)**

This Bill of Sale *and Assignment Agreement* is made by and between TexAmericas Center, a political subdivision of the State of Texas (hereinafter called "TAC") and Riverbend Water Resources District, a conservation and reclamation district of the State of Texas (hereinafter called "RIVERBEND"), and is effective as of the 1st day of May, 2016 at 12:00:00 A.M.

WHEREAS, TAC and Riverbend have entered into that certain *Agreement for Purchase and Sale of Assets and Assignment and Assumption of Liabilities* dated effective May 26, 2015 (hereinafter called the "Purchase Agreement");

WHEREAS, the Purchase Agreement provides for the purchase and sale of certain personal property assets, more particularly described therein;

NOW, WHEREFORE, PREMISES CONSIDERED:

ASSIGNOR, for and in consideration of the sum of Ten Dollars and NO/100 (\$10.00) and other good and valuable consideration to Assignor in hand paid by Assignee, and the further consideration set forth to be paid by Purchaser in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged by Assignor, has GRANTED, SOLD ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and does by these presents GRANT, SELL, ASSIGN, TRANSFER, CONVEY and DELIVER unto Assignee, all the following described properties, rights, and interests:

See Exhibit "A", attached hereto and incorporated herein for all purposes,

(all of which are collectively referred to herein as the "Assigned Properties").

but specifically excluding all and singular those assets more particularly described on Exhibit "B", attached hereto and incorporated herein for all purposes, (hereinafter called the "Excluded Assets").

TO HAVE AND TO HOLD the Assigned Properties hereby sold, transferred and assigned unto Assignee, its successors and assigns forever, and Assignor binds itself and its successors and assigns to forever WARRANT AND DEFEND the Assigned Properties hereby sold unto Assignee, its successors and assigns, forever against every person whomsoever lawfully claiming or to claim such herein described assets or any part thereof.

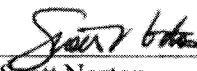
ALL of the Assigned Properties are conveyed to Assignee in their present "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition, without warranty of any kind or character, other than the limited warranty of title provided for herein, all other express or implied warranties, including the implied warranties of merchantability, habitability, and suitability and/or fitness for a particular purpose, are expressly disclaimed. Assignee acknowledges that Assignee's acceptance of the Assigned Properties in said "AS IS, WHERE IS" condition and subject to the warranty disclaimers set forth above form a material portion of the consideration for Assignor's execution of this document.

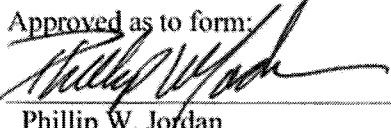
It is further understood and agreed that Assignor will cooperate with Assignee, as necessary, to secure performance by any guarantor or warrantor for any work which Assignee believes should be performed by such guarantor or warrantor pursuant to any of the guarantees or warranties herein assigned.

This Bill of Sale and Assignment Agreement shall be governed by and construed and enforced in accordance with the laws of the State in which the Property is located without regard to its principles of conflicts of law.

IN WITNESS HEREOF, Assignor and Assignee have caused this Bill of Sale and Assignment Agreement to be executed effective as of the date and time first above-written.


**ASSIGNOR:**  
**TEXAMERICAS CENTER**

BY:   
\_\_\_\_\_  
Scott Norton,  
Executive Director & CEO


Approved as to form:  
  
\_\_\_\_\_  
Phillip W. Jordan  
JORDAN LAW FIRM, L.L.P.  
Retained Legal Counsel

**ASSIGNEE:**

**RIVERBEND WATER RESOURCES DISTRICT**

BY:   
Elizabeth A. Fazio Hale,  
Executive Director & CEO

Approved as to form

  
C. David Glass  
SMITH WEBER, L.L.P.  
Retained Legal Counsel

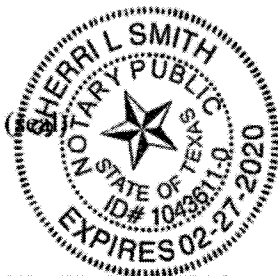


STATE OF TEXAS       §  
                                  §  
COUNTY OF BOWIE     §

ACKNOWLEDGMENT

On this date, before me, the undersigned Notary Public, in and for said county and state, personally appeared Elizabeth A. Fazio Hale, who is the Executive Director and CEO of Riverbend Water Resources District, a conservation and reclamation district of the State of Texas, to me well known or satisfactorily proven to me to be said person by competent evidence as required by law, who acknowledged to me that she had executed the same for the purposes and consideration and in the capacity therein expressed, as the official act and deed of the TexAmericas Center.

Dated this 18<sup>th</sup> day of April, 2016.



Sherri L. Smith  
Notary Public, State of Texas

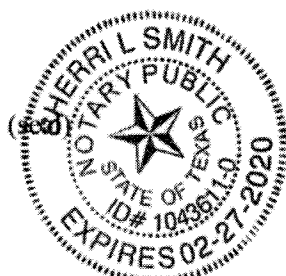
My Commission Expires: 02-27-2020

STATE OF TEXAS       §  
                                  §  
COUNTY OF BOWIE     §

ACKNOWLEDGMENT

On this date, before me, the undersigned Notary Public, in and for said county and state, personally appeared Scott Norton, who is the Executive Director and CEO of TexAmericas Center, a political subdivision of the State of Texas, to me well known or satisfactorily proven to me to be said person by competent evidence as required by law, who acknowledged to me that he had executed the same for the purposes and consideration and in the capacity therein expressed, as the official act and deed of the TexAmericas Center.

Dated this 18<sup>th</sup> day of April, 2016.



Sherri L. Smith  
Notary Public, State of Texas

My Commission Expires: 02-27-2020

**Exhibit "A"**  
**Assigned Properties**

**1.01 PHYSICAL PLANT PERSONAL PROPERTY**

- A. RRAD Water, Wastewater and Industrial Wastewater Systems.** All of TAC's interest in and to the potable water, wastewater, and industrial wastewater systems located on real property owned by the United States of America, that is associated with the Red River Army Depot, Bowie County, Texas, including those as set forth in Army Title Conveyance Documents and such other related systems as may have been constructed thereon subsequent thereto, which lie within the boundaries of the aforementioned property, and any such systems which TAC may acquire from the United States of America in the future, with the exception of the property and facilities associated therewith commonly known as Caney Lake and Elliott Lake, which TAC may retain or convey in its sole discretion.
- B. TAC-East Campus, TAC-Central Campus and TAC-West Campus Water, Wastewater and Industrial Wastewater Systems.** All of TAC's interest in and to the potable water, wastewater, and industrial wastewater systems located on real property owned by TAC (formerly known as Red River Development Authority), that was formerly associated with the Red River Army Depot, Bowie County, Texas, and/or the Lone Star Army Ammunition Plant, Bowie County, Texas, including those as set forth in the applicable provisions of the Army Title Conveyance Documents, and such other related systems as may have been constructed thereon subsequent thereto, including, but not limited to those systems which lie within the boundaries of the aforementioned property, but subject to and excluding any prior conveyances by TAC of any of the same, and specifically excluding any portions thereof previously conveyed to the City of Texarkana, Texas under the Texarkana EDC Agreement and the Texarkana Bill of Sale.
- C. Utility Interconnect Jumper.** Utility Interconnection Jumper between the TAC-East Campus and the Red River Army Depot parcels adjacent thereto, which is more particularly described on Schedule F-4 hereto;
- D. D&Z Wastewater System.** All of the wastewater collection, transmission, and treatment facilities owned by TAC which are located on property owned by D&Z which is adjacent to the TAC East Campus.
- E. Million Gallon Water Storage Tank.** The on-ground water storage tank currently under development on the Red River Army Depot property, together with any other Capital Improvement Program projects that are in development or under construction.

**1.02 Inventory, Equipment, Furniture and Fixtures.**

**All of the following items on hand in TAC's possession as of the effective date of this Bill of Sale:**

- A. Inventories of chemicals, supplies, stock, parts and consumables used in the testing and operation of the Wet Utility Systems. (hereinafter called the "Inventory").

All equipment, fixtures, apparatus, tools, controls, monitoring systems, and other items of a similar character that are used exclusively for the operation and maintenance of the Wet Utility Systems conveyed hereunder;

- B. All of those specific computer systems, printing equipment, office equipment, and furniture which are more particularly described on Schedule I-1, attached hereto and incorporated herein for all purposes. Any such computers (other than the SCADA system) shall be delivered with newly formatted hard-drives, along with the operating system and office productivity suite installation media/software and licenses for the same which came originally installed on said systems;

- C. All of those certain computer systems, printing equipment, office equipment, and items of furniture which are presently located at the sanitary sewer treatment plant or the industrial wastewater treatment plant. Said computer systems shall be transferred with their current hard-drives intact, without being formatted; provided, however, TAC may remove any stored passwords, certificates or other login mechanisms permitting access to TAC systems not conveyed hereunder that are stored thereon prior to delivery to RIVERBEND.

9  
EAP

- D. All computer software licenses, maintenance agreements, and warranties relating to any of the computer systems conveyed in the previous subsection (but not including any proprietary data of TAC);

**1.03 Copies of Maps and Records.** The right to receive one copy each (but not the originals) of TAC's presently existing maps, diagrams, specifications, descriptions, drawings, plans, and records relating to the location, and design, of the Wet Utility Systems. All such copies shall be presented in electronic form, if available. TAC's third-party archivist/record keeper (currently MTG Engineers) for certain portions of said records shall be directed to set up a segregated system for storage of Riverbend's copies of such records. Riverbend and TAC shall each be responsible for paying their respective costs to MTG for said services following Closing.

**1.04 Vehicles.** All of the vehicles more particularly described on Schedule H-1, which is attached hereto and incorporated herein for all purposes,

**Exhibit "B"**  
**Excluded Assets**

Notwithstanding any provision contained herein to the contrary, each of the following items are excluded from the conveyance contemplated by this Agreement, and are retained by TAC:

- A. All revenues, profits and income and receipts derived from the ownership and operation of the Wet Utility Systems up to and including the day prior to the Effective Date. Any such funds received by Riverbend following Closing shall be paid to TAC within ten (10) days of Riverbend's receipt thereof;
- B. All cash on hand, including but not limited to bank accounts, cash investments, other investments, reserves, restricted funds, and escrows, and all other financial assets of TAC, regardless of how accounted for in the financial records of TAC, except for the present on-hand unexpended principal amounts advanced under the Regions Series B Bonds presently held by TAC, which are being transferred to RIVERBEND as part of the Closing;
- C. Claims for refunds of governmental charges, deposits, reserves, and financial assurances for periods ending on or prior to the Effective Date, including but not limited to any credits due under any annual "true up" of the Texarkana Contracts or the Army Wet Utilities Contract, which, if received by Riverbend following closing in the form of credits or disbursements, shall be paid by Riverbend to TAC in like kind;
- D. Rights under insurance policies, including rights to any cancellation value on the Effective Date;
- E. All other assets, real or personal, of TAC not specifically provided to be conveyed under this Agreement;
- F. All accounts receivable and other sums due to TAC under the Army Wet Utilities Contract, the Utility Supply Contracts, the D&Z Contract, and the Texarkana Water Supply Contract, which arise from or are related to periods up to and including the day prior to the Effective Date. Any such funds received by Riverbend following the Effective Date shall be paid to TAC within ten (10) days of Riverbend's receipt thereof;
- G. All other financial assets and resources of TAC;
- H. All easements not conveyed hereunder and those specifically retained pursuant to the terms hereof, including but not limited to those described in Section 1.03(D) of the Purchase Agreement;
- I. All presently existing, if any, and all future rights which may be conveyed to TAC relating to ownership or any rights to draw water from the lakes commonly known as Caney Lake and Elliott Lake on the current Red River Army Depot property;

J. All bank accounts in the name of TAC;

K. All software, imagery, data files, maps, plats, records, documents, files, communications, software licenses, other intellectual property of TAC, and all other computer and data systems.

(hereinafter collectively called the "Excepted Assets").

## **SCHEDULE "H-1"**

### **List of Vehicles**

#6	2009	Juanita	Collins Plant	Ford	Ranger	1FTKR1AD7APA22365
#3	2008	Dave	IWWTP	Ford	Ranger	1FTYR10D09PA08945
#2	2009	Austin	IWWTP	Ford	F250	1FTNF21569EA94606
#8	2010	Rickie	IWWTP	Ford	Ranger	1FTKR1AD5APA53694
#5	2010	Keith	MAINT.	Ford	F150	1FTEX1EW5AK501330
#13	2012	Billy	MAINT.	Ford	F150	1FTFX1EF4CKE08745
#9	2010	Mike&Cliff	MAINT.	Ford	F250	1F0BF2B63BEA32589
#15	2012	Eli	OFFICE	Ford	F150	1FTFX1EF8CKE08747
				Mitsubishi Mini Truck		U15TQHPDL2M

**SCHEDULE "I-1"**  
**List of Office Equipment**

Bookkeeper's Office (currently Kathy Pierce): Computer with all accessories, printer and standard office supplies (stapler, pens, highlighters, etc.) that the position is using on the date of closing.

Administrative Assistant (currently Monica Griffin): Computer with all accessories and standard office supplies (stapler, pens, highlighters, etc.) that the position is using on the date of closing.

Director of Environmental/Safety/Occupational Health (currently Eli Hunt): Computers with all accessories and standard office supplies (stapler, pens, highlighters, etc.) that the position is using on the date of closing.

All aspects of the SCADA system that are located either in the TAC HQ building or at Riverbend's new office at 228 Texas Avenue, Suite A, New Boston, Texas, on the date of closing.



PREPARED IN THE OFFICE OF:  
**JORDAN LAW FIRM, LLP**  
4 Woodmont Crossing  
Texarkana, Texas 75503

NOTICE OF CONFIDENTIALITY RIGHTS:  
IF YOU ARE A NATURAL PERSON, YOU  
MAY REMOVE OR STRIKE ANY OF THE  
FOLLOWING INFORMATION FROM THIS  
INSTRUMENT BEFORE IT IS FILED FOR  
RECORD IN THE PUBLIC RECORDS:  
YOUR SOCIAL SECURITY NUMBER OR  
YOUR DRIVER'S LICENSE NUMBER.

---

**BILL OF SALE AND ASSIGNMENT AGREEMENT**  
**(SEWER PLANT)**

This Bill of Sale *and Assignment Agreement* is made by and between TexAmericas Center, a political subdivision of the State of Texas (hereinafter called "TAC") and Riverbend Water Resources District, a conservation and reclamation district of the State of Texas (hereinafter called "RIVERBEND"), and is effective as of the 1<sup>st</sup> day of May, 2016 at 12:00:00 A.M.

WHEREAS, TAC and Riverbend have entered into that certain *Agreement for Purchase and Sale of Assets and Assignment and Assumption of Liabilities* dated effective May 26, 2015 (hereinafter called the "Purchase Agreement");

WHEREAS, the Purchase Agreement provides for the purchase and sale of that certain tract or parcel of real property commonly known as the Ronald R Collins Water Reclamation Facility, which is more particularly described on Exhibit "A", attached hereto and incorporated herein for all purposes (hereinafter called the "Property").

NOW, WHEREFORE, PREMISES CONSIDERED:

ASSIGNOR, for and in consideration of the sum of Ten Dollars and NO/100 (\$10.00) and other good and valuable consideration to Assignor in hand paid by Assignee, and the further consideration set forth to be paid by Purchaser in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged by Assignor, has GRANTED, SOLD ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and does by these presents GRANT, SELL, ASSIGN, TRANSFER, CONVEY and DELIVER unto Assignee, all the following described properties, rights, and interests:

A. The following rights, properties and interest owned by TAC relating to the Property:

- (i) all (i) mechanical systems and related equipment attached to or located upon the Property, including, but not limited to, electrical systems, plumbing systems, heating systems, air conditioning systems, (ii) other machinery, equipment, fixtures, fittings, supplies (including marketing, operating and cleaning supplies), refrigeration, apparatus, appliances, furniture, carpeting, draperies and curtains, and other items of personal property of every kind and character owned by Assignor and located in or on (whether in reserve storage or not) or used in connection with the ownership and operation of the Real Property;
- (ii) to the extent assignable, Assignor's interest in all (i) maintenance, repair, service, pest control contracts and (ii) furniture, fixture and equipment leases provided to be assigned under the Purchase Agreement, if any;
- (iii) to the extent assignable, all licenses, franchises, permits, certificates of occupancy, authorizations and approvals used in or relating to the ownership, occupancy or operation of any part of the Property, if any;
- (iv) Assignor's interest in all warranties, guaranties and bonds relating to the Property, the other assets conveyed hereunder, or the leased fixtures, furniture and equipment, if any, to the extent the same are assignable;

(all of which are collectively referred to herein as the "Assigned Properties").

TO HAVE AND TO HOLD the Assigned Properties hereby sold, transferred and assigned unto Assignee, its successors and assigns forever, and Assignor binds itself and its successors and assigns to forever WARRANT AND DEFEND the Assigned Properties hereby sold unto Assignee, its successors and assigns, forever against every person whomsoever lawfully claiming or to claim such herein described assets or any part thereof.

ALL of the Assigned Properties are conveyed to Assignee in their present "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition, without warranty of any kind or character, other than the limited warranty of title provided for herein, all other express or implied warranties, including the implied warranties of merchantability, habitability, and suitability and/or fitness for a particular purpose, are expressly disclaimed. Assignee acknowledges that Assignee's acceptance of the properties in said "AS IS, WHERE IS" condition and subject to the warranty disclaimers set forth above form a material portion of the consideration for the Assignor's execution of this document.

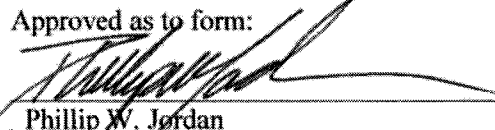
It is further understood and agreed that Assignor will cooperate with Assignee, as necessary, to secure performance by any guarantor or warrantor for any work which Assignee believes should be performed by such guarantor or warrantor pursuant to any of the guarantees or warranties herein assigned.

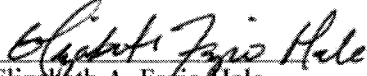
This Bill of Sale and Assignment Agreement shall be governed by and construed and enforced in accordance with the laws of the State in which the Property is located without regard to its principles of conflicts of law.


IN WITNESS HEREOF, Assignor and Assignee have caused this Bill of Sale and Assignment Agreement to be executed, and is effective as of the date above first-written.

**ASSIGNOR:**  
**TEXAMERICAS CENTER**

BY:   
Scott Norton,  
Executive Director & CEO

Approved as to form:  
  
Phillip W. Jordan  
JORDAN LAW FIRM, L.L.P.  
Retained Legal Counsel

**ASSIGNEE:**  
**RIVERBEND WATER RESOURCES DISTRICT**  
BY:   
Elizabeth A. Fazio Hale,  
Executive Director & CEO

Approved as to form:  
  
C. David Glass  
SMITH WEBER, L.L.P.  
Retained Legal Counsel

STATE OF TEXAS                    §

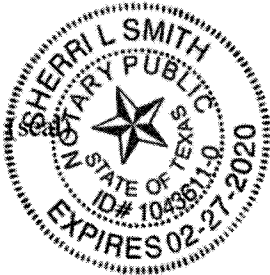
COUNTY OF BOWIE

§  
§  
§

ACKNOWLEDGMENT

On this date, before me, the undersigned Notary Public, in and for said county and state, personally appeared Elizabeth A. Fazio Hale, who is the Executive Director and CEO of Riverbend Water Resources District, a conservation and reclamation district of the State of Texas, to me well known or satisfactorily proven to me to be said person by competent evidence as required by law, who acknowledged to me that she had executed the same for the purposes and consideration and in the capacity therein expressed, as the official act and deed of the TexAmericas Center.

Dated this 28<sup>th</sup> day of April, 2016.



Sherri L. Smith  
Notary Public, State of Texas

My Commission Expires: 02-27-2020

STATE OF TEXAS

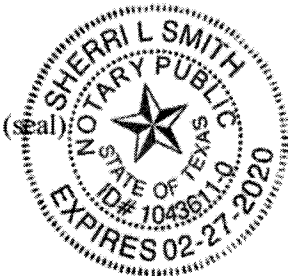
§  
§  
§

COUNTY OF BOWIE

ACKNOWLEDGMENT

On this date, before me, the undersigned Notary Public, in and for said county and state, personally appeared Scott Norton, who is the Executive Director and CEO of TexAmericas Center, a political subdivision of the State of Texas, to me well known or satisfactorily proven to me to be said person by competent evidence as required by law, who acknowledged to me that he had executed the same for the purposes and consideration and in the capacity therein expressed, as the official act and deed of the TexAmericas Center.

Dated this 28<sup>th</sup> day of April, 2016.



Sherri L. Smith  
Notary Public, State of Texas

My Commission Expires: 02-27-2020

**Exhibit "A"**  
**Legal Description**

Property Description  
5.086 Acres  
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the Mary Burnside Headright Survey, Abstract 49, Bowie County, Texas, being part of that certain tract of land described as Tract 8 – South of Proposed 5<sup>th</sup> Street Parcel w/ 4586.02 acres in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records in Bowie County, Texas, and being part of that certain tract of land described as X-1 Sewer Treatment Plant Parcel w/ 7.41 acres in the deed from United States of America to TexAmericas Center, formerly the Red River Redevelopment Authority, dated September 30, 2011, recorded in Volume 6113, Page 293 of the Real Property Records in Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, a corner bears North 90 degrees 00 minutes 00 seconds East a distance of 2553.86 feet, and South 00 degrees 00 minutes 00 seconds West a distance of 9577.52 feet, to a TxDOT Type I Right of Way Marker (control monument no. 1), found for a corner, lying in the South line of the said 4586.02 acre tract, and North 71 degrees 56 minutes 34 seconds East (basis of bearings) a distance of 439.78 feet, to a 1/2 inch steel rod (control monument no. 2), capped Texas MG 5760, found for a corner, the Southeast Corner of the said 4586.02 acre tract;

THENCE North 60 degrees 21 minutes 54 seconds West a distance of 320.31 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE North 24 degrees 03 minutes 05 seconds East a distance of 346.43 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE North 67 degrees 48 minutes 52 seconds East a distance of 315.91 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE South 45 degrees 06 minutes 01 seconds East a distance of 259.48 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE South 40 degrees 41 minutes 13 seconds West a distance of 118.68 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE South 25 degrees 03 minutes 01 seconds West a distance of 11.68 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE South 11 degrees 29 minutes 29 seconds East a distance of 127.22 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE South 56 degrees 39 minutes 23 seconds West a distance of 337.71 feet, to the point of beginning and containing 5.086 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood,  
Registered Professional Land Surveyor No. 6220, on August 14, 2015.



**Deed without Warranty  
(Wastewater Treatment Plant and Access Easement)**

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: May 1, 2016 at 12:00:00 A.M.

Grantor: TexAmericas Center, a political subdivision of the State of Texas, acting by its duly authorized Executive Director and CEO Scott Norton

Grantor's Mailing Address: 107 Chapel Lane  
New Boston, Bowie County, Texas 75570

Grantee: Riverbend Water Resources District,  
A conservation and reclamation district of the State of Texas, acting by its duly authorized Executive Director and CEO Elizabeth A. Fazio Hale.

Grantee's Mailing Address: 228 Texas Avenue, Suite "A"  
New Boston, Bowie County, Texas 75570

Consideration: \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): See Exhibit "A", attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance:

1. All covenants, conditions, restrictions, reservations, exceptions, terms, and conditions set forth in those certain deeds to Grantors from the United States of America, recorded at Volume 5898, Page 1 and at Volume 6113, Page 293 of the Official Records of Real Property of Bowie County,

Texas (hereinafter collectively called the "Vesting Deed"), the terms of which are incorporated herein by reference, which Grantee hereby expressly accepts and agrees to keep and perform as they relate to the Property as if Grantee were the original grantee under said prior deed;

2. All covenants, conditions, restrictions, reservations, exceptions, terms, and conditions set forth in that certain *Department of the Army Economic Development Conveyance Memorandum of Agreement with Red River Redevelopment Authority* dated September 1, 2010, as the same may have been subsequently amended, the terms of which are incorporated herein by reference (hereinafter called the "LSAAP MOA");
3. All covenants, conditions, restrictions, reservations, exceptions, terms, and conditions set forth in that certain *Agreement for Purchase and Sale of Assets and Assignment and Assumption of Contract Rights* dated May 26, 2015, by and between Grantor and Grantee, the terms of which are incorporated herein by reference;
4. All prior recorded instruments affecting the Property appearing of record in the records of the Office of the Bowie County Clerk, as of the date hereof; AND
5. Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantee expressly acknowledges the environmental disclosures and environmental covenant provisions contained in the Vesting Deed and LSAAP MOA relating to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (hereinafter called "CERCLA"), and other environmental laws, rules and regulations, and agrees to keep and perform all obligations relating thereto.

**GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY**



INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, SAVE AND EXCEPT ONLY SUCH LIABILITIES THAT ARISE AS A RESULT OF THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF GRANTOR BUT NOT OTHERWISE.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

This conveyance is intended to include any property interests obtained by after-acquired title.

When the context requires, singular nouns and pronouns include the plural.

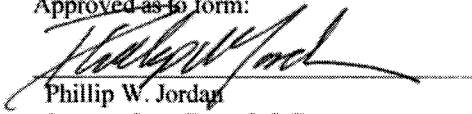
[This space intentionally left blank. Separate signatures pages follow hereafter.]

Dated and effective as of the date first above-written.

TEXAMERICAS CENTER

BY:   
Scott Norton,  
Executive Director & CEO

Approved as to form:

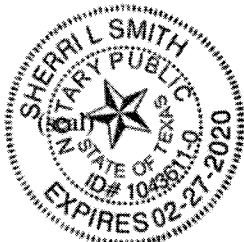
  
Phillip W. Jordan  
JORDAN LAW FIRM, L.L.P.  
Retained Legal Counsel

STATE OF TEXAS           §  
   §  
COUNTY OF BOWIE       §

ACKNOWLEDGMENT

On this date, before me, the undersigned Notary Public, in and for said county and state, personally appeared Scott Norton, who is the Executive Director and CEO of TexAmericas Center, a political subdivision of the State of Texas, to me well known or satisfactorily proven to me to be said person by competent evidence as required by law, who acknowledged to me that he had executed the same for the purposes and consideration and in the capacity therein expressed, as the official act and deed of the TexAmericas Center.

Dated this 28<sup>th</sup> day of April, 2016.

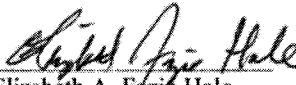


  
Notary Public, State of Texas


My Commission Expires 02-27-2020

Dated and effective as of the date first above-written.

**RIVERBEND WATER RESOURCES DISTRICT**

BY:   
Elizabeth A. Fazio Hale,  
Executive Director & CEO

Approved as to form:

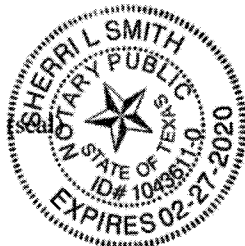
  
C. David Glass  
SMITH WEBER, L.L.P.  
Retained Legal Counsel

STATE OF TEXAS       §  
                                  §  
COUNTY OF BOWIE   §

ACKNOWLEDGMENT

On this date, before me, the undersigned Notary Public, in and for said county and state, personally appeared Elizabeth A. Fazio Hale, who is the Executive Director and CEO of Riverbend Water Resources District, a conservation and reclamation district of the State of Texas, to me well known or satisfactorily proven to me to be said person by competent evidence as required by law, who acknowledged to me that he had executed the same for the purposes and consideration and in the capacity therein expressed, as the official act and deed of the TexAmericas Center.

Dated this 20<sup>th</sup> day of April, 2016.



  
Notary Public, State of Texas

My Commission Expires: 02-27-2020

THENCE South 25 degrees 03 minutes 01 seconds West a distance of 11.68 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE South 11 degrees 29 minutes 29 seconds East a distance of 127.22 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE South 56 degrees 39 minutes 23 seconds West a distance of 337.71 feet, to the point of beginning and containing 5.086 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on August 14, 2015.

**TOGETHER WITH A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:**

Property Description – 50' Access Easement  
6.620 Acres  
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the Mary Burnside's Headright Survey, Abstract 49, Bowie County, Texas, being part of that certain tract of land described as Tract 8 – South of Proposed 5<sup>th</sup> Street Parcel w/ 4586.02 acres in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records in Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for a corner, lying in the North line of that certain tract of land described as X-1 Sewer Treatment Plant Parcel w/ 7.41 acres in the deed from United States of America to TexAmericas Center, formerly the Red River Redevelopment Authority, dated September 30, 2011, recorded in Volume 6113, Page 293 of the Real Property Records in Bowie County, Texas, a corner bears South 60 degrees 21 minutes 54 seconds East a distance of 171.71 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, North 90 degrees 00 minutes 00 seconds East a distance of 2553.86 feet, South 00 degrees 00 minutes 00 seconds West a distance of 9577.52 feet, to a TxDOT Type I Right of Way Marker (control monument no. 1), found for a corner, lying in the South line of the said 4586.02 acre tract, and North 71 degrees 56 minutes 34 seconds East (basis of bearings) a distance of 439.78 feet, to a 1/2 inch steel rod (control monument no. 2), capped Texas MG 5760, found for a corner, the Southeast Corner of the said 4586.02 acre tract;

THENCE South 29 degrees 38 minutes 06 seconds West a distance of 50.00 feet along the North line of the said 7.41 acre tract, to a point for a corner, lying in the North line of the said 7.41 acre tract;

**Exhibit "A"**  
**Legal Description**

Tract 1:

Property Description  
5.086 Acres  
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the Mary Burnsidess Headright Survey, Abstract 49, Bowie County, Texas, being part of that certain tract of land described as Tract 8 – South of Proposed 5<sup>th</sup> Street Parcel w/ 4586.02 acres in the deed from United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010, recorded in Volume 5898, Page 1 of the Real Property Records in Bowie County, Texas, and being part of that certain tract of land described as X-1 Sewer Treatment Plant Parcel w/ 7.41 acres in the deed from United States of America to TexAmericas Center, formerly the Red River Redevelopment Authority, dated September 30, 2011, recorded in Volume 6113, Page 293 of the Real Property Records in Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, a corner bears North 90 degrees 00 minutes 00 seconds East a distance of 2553.86 feet, and South 00 degrees 00 minutes 00 seconds West a distance of 9577.52 feet, to a TxDOT Type I Right of Way Marker (control monument no. 1), found for a corner, lying in the South line of the said 4586.02 acre tract, and North 71 degrees 56 minutes 34 seconds East (basis of bearings) a distance of 439.78 feet, to a 1/2 inch steel rod (control monument no. 2), capped Texas MG 5760, found for a corner, the Southeast Corner of the said 4586.02 acre tract;

THENCE North 60 degrees 21 minutes 54 seconds West a distance of 320.31 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE North 24 degrees 03 minutes 05 seconds East a distance of 346.43 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE North 67 degrees 48 minutes 52 seconds East a distance of 315.91 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE South 45 degrees 06 minutes 01 seconds East a distance of 259.48 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE South 40 degrees 41 minutes 13 seconds West a distance of 118.68 feet, to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point;

THENCE North 60 degrees 21 minutes 54 seconds West a distance of 381.83 feet, to a point for a corner, at the beginning of a circular curve to the right, tangent to the said line;

THENCE in a Northwesterly direction along the arc of the said circular curve a distance of 416.85 feet, with a delta angle of 63 degrees 00 minutes 55 seconds, a radius of 379.01 feet, a chord bearing of North 28 degrees 51 minutes 27 seconds West, and a chord distance of 396.15 feet, to a point for a corner, at the end of the said circular curve;

THENCE North 00 degrees 40 minutes 05 seconds West a distance of 2497.75 feet, to a point for a corner, at the beginning of a circular curve to the right;

THENCE in a Northeasterly direction along the arc of the said circular curve a distance of 34.97 feet, with a delta angle of 00 degrees 50 minutes 04 seconds, a radius of 2401.00 feet, a chord bearing of North 87 degrees 36 minutes 29 seconds East, and a chord distance of 34.97 feet, to a point for a corner, at the end of the said circular curve;

THENCE North 88 degrees 01 minutes 31 seconds East, tangent to the said circular curve, a distance of 2511.62 feet, to a point for a corner, lying in the East line of the said 4586.02 acre tract;

THENCE South 00 degrees 01 minutes 47 seconds East a distance of 50.03 feet along the East line of the said 4586.02 acre tract, to a point for a corner, lying in the East line of the said 4586.02 acre tract;

THENCE South 88 degrees 01 minutes 31 seconds West a distance of 2496.01 feet, to a point for a corner;

THENCE South 00 degrees 40 minutes 05 seconds East a distance of 2450.63 feet, to a point for a corner, at the beginning of a circular curve to the left;

THENCE in a Southeasterly direction along the arc of the said circular curve a distance of 363.25 feet, with a delta angle of 63 degrees 15 minutes 31 seconds, a radius of 329.01 feet, a chord bearing of South 28 degrees 44 minutes 09 seconds East, and a chord distance of 345.08 feet, to a point for a corner, at the end of the said circular curve;

THENCE South 60 degrees 21 minutes 54 seconds East, tangent to the said circular curve, a distance of 381.83 feet to the point of beginning and containing 6.620 acres of land.

Said Easement is further subject to the right of Grantor (and its successors and assigns) to dedicate some or all of said easement tract to the public as a public roadway at any time in the future without the joinder of the Grantee, in the sole discretion of Grantor (its successors and assigns), and is further subject to the location of all utility lines, encroachments, and improvements presently located therein, and Grantor's (and its successors and assigns) right to

install additional utility infrastructure, equipment, apparatus, and systems provided they do not unreasonably interfere with Grantee's use of the easement for purposes of accessing the above-described tract.

## **Easement Agreement for Utilities**

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Effective Date: May 1, 2016 at 12:00:00 A.M.

Grantor: TexAmericas Center, a political subdivision of the State of Texas

Grantor's Mailing Address: 107 Chapel Lane, New Boston, TX 75570

Grantee: Riverbend Water Resources District, a conservation and reclamation district of the State of Texas

Grantee's Mailing Address: 228 Texas Avenue, Suite "A", New Boston, TX 75570

Easement Property: See Exhibit "A", attached hereto and incorporated herein for all purposes.

Easement Purpose: As set forth in Exhibit "A".

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

### **Reservations from Conveyance:**

The right of the Grantor, its successors and assigns to use the easements conveyed herein for any purpose that does not unreasonably interfere with Grantee's use of the easement(s).

All presently existing easements, encroachments, roads, streets, railroads, public or private utilities, pipelines, telecommunications lines, rights of way, buildings, appurtenances, utilities, and other improvements that may be intruding into, onto, across or under the Easement Property.

### **Exceptions to Warranty:**

All matters appearing of public record appearing in the records of the office of the Bowie County, Clerk that affect the Easement Property.



All matters appearing in any agreement between the Grantor and the United States of America relating to the ownership, use or occupancy of any of the Easement Property.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that any such claim arises by, through, or under Grantor but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is nonexclusive. The Easement is for the benefit of Grantee and Grantee's successors and assigns who at any time own any interest in the wet utilities systems serving the Red River Army Depot in Bowie County, Texas, and the real property of the Grantor, its successors and assigns.
2. *Duration of Easement.* The duration of the Easement is perpetual, subject to the termination provisions hereinafter set forth.
3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's successors and assigns does not unreasonably interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Grantor may at any time dedicate all or part of the Easement Property to the public without the prior written consent of the Grantee.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to temporarily use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose; to the extent that such use does not unreasonably interfere with Grantors use thereof. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder may not eliminate any encroachments into the Easement Property, the easement being specifically subject to all presently existing encroachments. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement and its other agreements with Grantor. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work; provided, however, that Holder must coordinate any such fence removal with Grantor in order for Grantor to meet its security obligations to the United States of America, the State of Texas and the Grantor's successors and assigns.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or

appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

18. *Other restrictions.* Grantee acknowledges and agrees that it will abide by the terms of the all agreements between the United States of America and the Grantor (or its predecessors in interest) relating to environmental issues, land use restrictions, notification provisions, security, and other matters applicable to the Easement Property or the Adjoining Property.

19. Grantee acknowledges that it has been advised by Grantor that some or all of the Easement Property is subject to preexisting physical or environmental conditions and potential or actual environmental contamination, and Grantee acknowledges that it has made its own investigation into the same, and is willing to and does hereby accept the Easement Property in its

"AS IS" "WHERE IS" "WITH ALL FAULTS" condition, said condition being acceptable to the Grantee for its intended uses.

20. *Termination.* This easement may be revoked by the Grantor for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment. Prior to such revocation, the Grantor must provide the Grantee with written notice of any such failures, non-use or abandonment, and the Grantee shall have 60 days from receipt of said notice to cure or initiate a cure of any such default hereunder. If a cure is completed or initiated during the 60 day notice period, this Easement shall remain in full force and effect.

21. *Environmental Protection.*

a. Within the limits of their respective legal responsibilities, including, without limitation, any responsibilities of the Grantor under Section 120 of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), if any, the parties hereto shall protect the Premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent or other contaminants from the Premises in such a manner that the discharge would become a public hazard to life or health.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from the Grantor before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

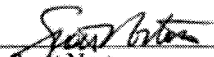
22. *Historic Preservation.* The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify the Executive Director of Grantor, and protect the site and material from further disturbance until said officer gives clearance to proceed.

23. *Soil and Water Conservation.* The Grantee shall maintain, all soil and water conservation structures that may be in existence upon the Premises at the beginning of or that may be constructed by the Grantee during the term of this easement in a manner satisfactory to the Grantor provided, however, that the Grantor will be deemed satisfied if said structures are maintained in substantially the same condition they were in as of the effective date of this

easement, or as of the date they were constructed, fair wear and tear excepted, and the Grantee shall take appropriate measures to prevent or control soil erosion within the easement herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee.

24. *Assignment.* This easement may not be assigned, in whole or in part, without the prior written consent of the Grantor, or its successors or assigns.

**Grantor:**  
**TEXAMERICAS CENTER**

BY:   
Scott Norton,  
Executive Director & CEO

**Grantee:**  
**RIVERBEND WATER RESOURCES DISTRICT**

BY:   
Elizabeth A. Fazio Hale,  
Executive Director & CEO

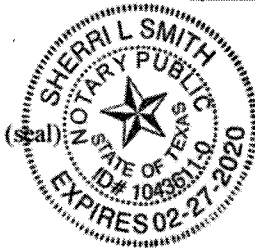
STATE OF TEXAS  
COUNTY OF BOWIE

§  
§  
§

ACKNOWLEDGMENT

On this date, before me, the undersigned Notary Public, in and for said county and state, personally appeared Elizabeth A. Fazio Hale, who is the Executive Director and CEO of Riverbend Water Resources District, a conservation and reclamation district of the State of Texas, to me well known or satisfactorily proven to me to be said person by competent evidence as required by law, who acknowledged to me that he had executed the same for the purposes and consideration and in the capacity therein expressed, as the official act and deed of the TexAmericas Center.

Dated this 28<sup>th</sup> day of April, 2016.



Sherri L. Smith  
Notary Public, State of Texas

My Commission Expires: 02-27-2020

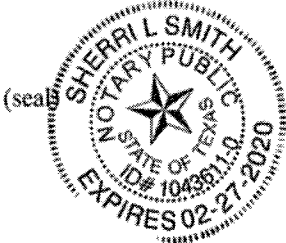
STATE OF TEXAS  
COUNTY OF BOWIE

§  
§  
§

ACKNOWLEDGMENT

On this date, before me, the undersigned Notary Public, in and for said county and state, personally appeared Scott Norton, who is the Executive Director and CEO of TexAmericas Center, a political subdivision of the State of Texas, to me well known or satisfactorily proven to me to be said person by competent evidence as required by law, who acknowledged to me that he had executed the same for the purposes and consideration and in the capacity therein expressed, as the official act and deed of the TexAmericas Center.

Dated this 28<sup>th</sup> day of April, 2016.



Sherri L. Smith  
Notary Public, State of Texas

My Commission Expires: 02-27-2020

**Exhibit "A"**  
**Easements**

**Easement Parcel #1 (TAC CENTRAL):**

A nonexclusive easement for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of water, sanitary sewer and industrial wastewater treatment facilities, including all pipes, lines, pipelines, distribution systems, pump stations, valves, manholes, equipment, appurtenances and related facilities (above and underground) as required for the collection, transmission, treatment and distribution of water, industrial waste water and sanitary sewerage for public and private use, over, across, in, through and upon lands of TexAmericas Center conveyed in any of the following instruments:

- A. That certain *Memorandum of Agreement No. DACA63-9-99-0539*, dated 4 May 1999, as subsequently amended on or about 18 May 1999, 22 May 2000, 11 January 2002, and 1 May 2002 (hereinafter called the "RRAD 1999 MOA");
- B. That certain *Deed Without Warranty (Water)* between the United States of America, acting by and through the Secretary of the Army and Red River Redevelopment Authority, dated 1 May 2002, recorded in Volume 3930, Page 327, of the Official Records of Real Property of Bowie County, Texas (hereinafter called the "2002 Water Plant Deed");
- C. That certain *Deed Without Warranty* between the United States of America, acting by and through the Secretary of the Army and Red River Redevelopment Authority, recorded in Volume 3072, Page 161, of the Official Records of Real Property of Bowie County, Texas (hereinafter called the "Army 1999 Master Deed");
- D. *Deed Without Warranty* recorded in Volume 4569, Page 1, of the Official Records of Real Property of Bowie County, Texas;
- E. *Deed Without Warranty* recorded in Volume 3072, Page 237, of the Official Records of Real Property of Bowie County, Texas;
- F. *Deed Without Warranty* recorded in Volume 3632, Page 89, of the Official Records of Real Property of Bowie County, Texas;

The easement shall extend 15 feet on either side of all existing active water and sewer lines, pipes, pipelines, appurtenances, related facilities and improvements (but excluding any such items that are no longer in active use or which have been abandoned), and 30 feet around lift stations and pump stations wherever they may occur within the geographical limits of the above-described premises.

**Easement Parcel #2 (TAC-EAST):**

A nonexclusive easement for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of sanitary sewer treatment facilities, including

all pipes, lines, pipelines, distribution systems, pump stations, valves, manholes, equipment, appurtenances and related facilities (above and underground) as required for the collection, transmission, treatment and distribution of sanitary sewerage for public and private use, over, across, in, through and upon lands of TexAmericas Center conveyed in any of the following instruments:

- A. That certain *Department of the Army Economic Development Conveyance Memorandum of Agreement with Red River Redevelopment Authority*, dated 1 September 2010, as the same may have been subsequently amended;
- B. That certain *Deed Without Warranty* recorded in Volume 5898, Page 1, of the Official Records of Real Property of Bowie County, Texas (hereinafter called the "Army LSAAP 2010 Deed");

The easement shall extend 15 feet on either side of all existing active water and sewer lines, pipes, pipelines, appurtenances, related facilities and improvements (but excluding any such items that are no longer in active use or which have been abandoned), and 30 feet around lift stations and pump stations wherever they may occur within the geographical limits of the above-described premises.

#### **EASEMENT TRACT #3 (Utility Interconnect with RRAD):**

A nonexclusive easement for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of the following improvements:

That certain sixteen inch (16") water line and associated piping and infrastructure located from the inside of the Texarkana Water Utilities owned water meter located west of the intersection of Cass and Oak Streets, and running approximately 1 mile westward to the western-most boundary of the TAC-East property where it enters the Red River Army Depot property.

including all pipes, lines, pipelines, distribution systems, pump stations, valves, manholes, equipment, appurtenances and related facilities which are owned by Grantor (above and underground) as used in connection with the operation of said 16" water line for the collection, transmission, and distribution of water to Red River Army Depot, over, across, in, through and upon lands of TexAmericas Center conveyed in any of the following instruments:

- A. That certain *Deed Without Warranty* recorded in Volume 5898, Page 1, of the Official Records of Real Property of Bowie County, Texas (hereinafter called the "Army LSAAP 2010 Deed");



The easement shall extend 15 feet on either side of said 16" water line and all pipes, pipelines, appurtenances, related facilities and improvements thereto (but excluding any such not owned by TexAmericas Center), wherever they may occur within the geographical limits of the above-described premises.

**Interlocal Cooperation Agreement**  
**TexAmericas Center – Riverbend Water Resources District**  
**(Water and Sewer Services Rate Agreement)**

This Agreement is made and entered into by and between TexAmericas Center (hereinafter "TexAmericas Center") and Riverbend Water Resources District (hereinafter "Riverbend"), pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and in consideration of the premises and the mutual promises, covenants and agreements contained herein, and is effective as of the 1<sup>st</sup> day of May, 2016 at 12:00:00 A.M.

**Recitals**

**WHEREAS**, TexAmericas Center is a political subdivision of the State of Texas organized and operating pursuant to the provisions of Chapter 3503 of the Texas Special District Local Laws Code; and

**WHEREAS**, Riverbend is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas;

**WHEREAS**, TexAmericas Center has sold its water and wastewater utility systems to Riverbend, and the parties desire to set forth their agreement regarding the rates that TexAmericas Center will pay for water and sanitary sewer service as a customer of Riverbend;

**NOW, THEREFORE**, it is agreed by and between TexAmericas Center and Riverbend as follows:

1. At all times during the term of this Agreement, Riverbend shall provide water and sanitary sewer service to such of TexAmericas Center's properties as TexAmericas Center shall request from time to time. Riverbend shall provide and maintain all service lines, mains, and other apparatus necessary to provide said services to TexAmericas Center's locations.
2. At all times during the term of this Agreement, Riverbend shall provide said water and sanitary sewer services to TexAmericas Center at the lowest rate charged by Riverbend to any other customer of Riverbend for water or sanitary sewer services, excluding that rate which is charged to the United States federal government. The term of this agreement shall be for a period of thirty (30) years commencing upon its approval by the later of the parties to execute the same.
3. Each party paying or receiving credit for payment must make those payments or receive credits from current revenues available to that party.
4. This Agreement shall be governed exclusively by the laws of the State of Texas and the laws of the United States of America, where applicable.