

MEMORANDUM

DATE: August 3, 2023

TO: Mayor & City Council
CC: Mercy Rushing, City Manager

FROM: David Madsen

SUBJECT: Council Meeting Agenda Item: Suddenlink tower site.

Background Information: As the council is aware, we have had many issues with the radio tower project. The council gave its consent to proceed with the acquiring of the property owned by Suddenlink. This site currently houses radio equipment for police and fire communications. Suddenlink has agreed to deed the property over to the city of for the purpose of constructing a new tower. Blake Armstrong has reviewed the deed and has approved the document. The Council needs “Approval of the Suddenlink property sale and authorize the Mayor to execute any necessary closing documents.” We are currently awaiting Suddenlink’s signature. I have attached a copy of the draft document that will be signed.

Recommendation: Staff recommends approval

Final Disposition:

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

Special Warranty Deed

Date: _____, 2023

Grantor: CEBRIDGE ACQUISITION, L.P., a Delaware limited partnership

Grantors' Mailing Address:

1111 Stewart Avenue
Bethpage, NY 11714-3581
Attn: Corporate Real Estate

Grantee: CITY OF MINEOLA, TEXAS, a municipal corporation

Grantee's Mailing Address:

300 Greenville Ave.
Mineola, Texas 75773

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

A 1.563 acre tract of land, more or less, situated in the Wm. Page Survey, Abstract No. 452, Wood County, Texas and being more fully described on **Exhibit "A"** attached hereto and incorporated herein (the "**Property**"), together with all rights, privileges and appurtenances pertaining to such property, including without limitation, all of Grantor's rights, if any, in and to, (i) all improvements and fixtures located thereon, including but not limited to the communications tower, (ii) easements benefiting such property, (iii) development rights, utility rights and reservations, right to governmental approvals, licenses, permits or similar rights, to the extent related to the Property and assignable, and (iv) all other rights and appurtenances thereto in anywise belonging.

Reservations and Exceptions to Conveyance and Warranty: Those matters shown on **Exhibit "B"** attached hereto and incorporated herein (the "**Permitted Exceptions**").

Grantor, for the Consideration and subject to the Reservations and Exceptions to Conveyance and Warranty, 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. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's

successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations and Exceptions to Conveyance and Warranty.

GRANTEE: (A) ACCEPTS THE PROPERTY “AS IS”, “WHERE IS” AND “WITH ALL FAULTS”, AND (B) ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS, AND GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY EXPRESS OR IMPLIED WARRANTIES, STATEMENTS, ASSERTIONS, NON-ASSERTIONS, DISCLOSURES OR REPRESENTATIONS TO GRANTEE CONCERNING ANY ASPECT OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO: (i) THE PHYSICAL, ENVIRONMENTAL, STRUCTURAL OR GEOLOGICAL CONDITION OF THE PROPERTY, (ii) THE HABITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE OR USE, (iii) INCOME TO BE PRODUCED FROM THE PROPERTY, (iv) THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, REGULATIONS, JUDICIAL OR ADMINISTRATIVE ORDERS, ORDINANCES, DECREES OR OTHER REQUIREMENTS OF ANY NATURE WHATSOEVER IMPOSED OR ENFORCED BY ANY LOCAL, STATE, FEDERAL OR OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY (COLLECTIVELY, “**GOVERNMENTAL REQUIREMENTS**”), OR (v) THE PRESENCE OR ABSENCE OF ANY LATENT OR PATENT DEFECTS AT, IN OR WITH RESPECT TO THE PROPERTY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTEE FOREVER WAIVES AND RELEASES THE GRANTOR FROM ALL LIABILITY AND RESPONSIBILITY FOR, AND COVENANTS NOT TO SUE GRANTOR UPON OR IN CONNECTION WITH, ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, AND COMPENSATION OF WHATEVER KIND, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, CONTINGENT OR OTHERWISE, THAT GRANTEE NOW HAS OR IS ENTITLED TO OR MAY HAVE OR BE ENTITLED TO IN THE FUTURE ARISING FROM OR IN CONNECTION WITH THE CONDITION OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY ASSERTED OR ACTUAL VIOLATION, WHETHER OCCURRING PRIOR TO, ON OR AFTER THE DATE OF THIS DEED, OF ANY APPLICABLE GOVERNMENTAL REQUIREMENTS RELATING TO HEALTH, SAFETY OR THE ENVIRONMENT.

Payment of current ad valorem taxes for 2023 is assumed by Grantee.

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

(signature page follows)

EXHIBIT A

THE PROPERTY

BEING a 1.563 acre tract of land situated in the Wm. Page Survey, Abstract No. 452, Wood County, Texas and being a part of a called 63 acre tract described in a Deed of Resolution from the Quitman National Farm Loan Association to Elmo Barbee dated January 21, 1936, as shown of record in Volume 154, Page 605, Deed Records, Wood County, Texas, said 1.563 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod set for the Northwest corner of said 63 acre tract;

THENCE N 55° 02' 04" E along the North line of said 63 acre tract, same being along the South right-of-way line of Texas Farm Road No. 49, said right-of-way line being parallel with and 50.00 feet from the centerline of said Farm Road, a distance of 30.45 feet to a ½ inch iron rod set for a corner;

THENCE S 00° 09' 25" E, a distance of 265.63 feet to a ½ inch iron rod set for a corner;

THENCE N 89° 50' 35" E, a distance of 205.00 feet to a ½ inch iron rod set for a corner;

THENCE S 00° 09' 25" E, a distance of 268.00 feet to a ½ inch iron rod set for a corner;

THENCE S 89° 50' 35" W, a distance of 230.00 feet to a ½ inch iron rod set for a corner in the West line of said 63 acre tract;

THENCE N 00° 09' 25" W along the West line of said 63 acre tract, a distance of 516.25 feet to the POINT OF BEGINNING and containing 1.563 acres of land, more or less.

Exhibit A

EXHIBIT B

PERMITTED EXCEPTIONS

1. All easements; rights-of-way; reservations; restrictions; covenants; conditions; mineral reservations, conveyances and royalty interests; maintenance charges and special assessments and liens securing the same; and all matters of record, to the extent any of the foregoing are still valid and subsisting and affect all or any portion of the Property, and any items that would be shown on a survey current, accurate survey of the Property.
2. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, affecting the use of the Property.
3. Taxes and assessments for the current year and subsequent years not yet due and payable.

Exhibit B