

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into as of the Effective Date (defined below) by and between **Tarrant County**, a political subdivision of the state of Texas (“Seller”), and **Housing Channel**, a Texas nonprofit corporation, whose address is 2900 Airport Freeway, Fort Worth, TX 76111 (“Buyer”).

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, which the parties acknowledge receiving, Seller and Buyer agree as follows:

### **Section 1. Sale and Purchase.**

(a) **Property.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price (defined below), all improvements and land generally described as **a tract of land located in City of Mansfield, Tarrant County, Texas, and being a part of Lots 1 through 12, Block 3, and a part of Lots 1 and 2, Block 4, Patterson Addition, as shown on plat thereof recorded in Volume 388-G, Page 101, Tarrant County Plat Records, and being all of that certain tract conveyed to Tarrant County as Parcel 1, and part of that certain tract conveyed to Tarrant County as Parcel 2, by deed recorded in Volume 3177, Page 26, Tarrant County Deed Records, and all of that certain portion of Winks Drive Quitclaimed to Tarrant County by that certain instrument recorded in Volume 11738, Page 837, said Deed Records, as more particularly described in the attached Exhibit “A” (the “Property”), together with all easements, rights-of-way, licenses, interests, rights, and appurtenances appertaining to the Property, including any right, title, and interest in and to any real property improvements and fixtures situated on and attached to the Property; said Property to be free and clear of all liens, claims, easements, rights-of-way, reservations, restrictions, encroachments, tenancies and any other type of encumbrance (collectively, the “Encumbrances”), except Encumbrances specifically provided for in this Agreement or appearing in the Title Commitment (defined below) or the Survey (defined below) that either are not objected to, or, if objected to, are not cured and that are subsequently waived in accordance with Section 4 below (collectively, “Permitted Encumbrances”). Seller shall grant Buyer all reasonable cooperation to plat or replat the Property or to abandon or vacate any streets or alleys on the Property subsequent to Closing, subject to approval by the street or alley owner’s governing body.**

(b) **Mineral Reservation.** Seller will retain ownership of all oil, gas, coal, lignite, sulphur and other mineral substances from which sulphur may be derived or produced, salt, potash, uranium, thorium, gypsum, mercury, zeolite, carbonaceous shale, bentonite and other varieties of clay, and all other minerals in and under the Property not previously reserved wherever located and by whatever method recovered, as well as the right to lease such minerals but Seller does hereby and shall in the deed waive the right of ingress and egress to explore for, produce, or transport the same, on all the properties sold.

### **Section 2. Purpose.**

(a) Buyer and Seller agree that Seller is selling this Property in accordance with Texas Local Government Code section 272.001(g) as the conveyance serves a public purpose.

(b) Buyer agrees to develop the property for the purpose of providing single-family housing for sale to low-income or moderate-income residents of Tarrant County, Texas as contemplated by Texas Local Government Code section 272.001(g) (the “Purpose”).

(1) “Low-income housing” shall mean housing affordable for purchase by persons or families earning not more than 80 percent of the area median income or applicable federal poverty line, as determined under Texas Government Code section 2306.123 or section 2306.1231.

(2) “Moderate-income housing” shall mean housing affordable for purchase by persons or families earning not more than 120 percent but not less than 80 percent of the area median income or applicable federal poverty line, as determined under Texas Government Code section 2306.123 or section 2306.1231.

(c) No later than thirty (30) days prior to Closing (defined below), Buyer shall submit a plan for the development of the property (the “Development Plan”). This Development Plan shall include:

(1) A scope of work laying out Buyer’s plans for the development of the Property (the “Scope of Work”);

(2) Any and all necessary engineering and architectural plans necessary for developing the Property;

(3) A commencement date for the for the development of the Property (the “Commencement Date”);

(4) A timeline for the development of the Property, complete with dates for:

(i) 25% Completion of development of the Property;

(ii) 50% Completion of development of the Property;

(iii) 75% Completion of development of the Property; and

(iv) 100% Completion of development of the Property (the “Completion Date”).

(d) Buyer will submit the Development Plan to Seller at the following address:

Kristen Camareno  
Assistant County Administrator Tarrant County  
100 East Weatherford Street, Suite 404  
Fort Worth, Texas 76196  
Email Address: [cmmerritt@tarrantcountytexas.gov](mailto:cmmerritt@tarrantcountytexas.gov)

With a copy to:

Scott Hall  
Transportation Director Tarrant County  
100 East Weatherford Street, Room 401  
Fort Worth, Texas 76196  
Email Address: [sbhall@tarrantcountytexas.gov](mailto:sbhall@tarrantcountytexas.gov)

(e) Upon review of the Development Plan, Seller shall have the right to (1) reject the Development Plan and request that Buyer make modifications to the Development Plan, or (2) terminate this Agreement by giving Buyer thirty (30) days prior written notice of such termination.

(f) If Buyer does not submit the Development Plan within the ninety (90) days, Seller shall have the right to terminate this Agreement by giving Buyer thirty (30) days prior written notice of such termination.

(g) Any and all subsequent modifications to the Development Plan must be submitted to Seller with thirty (30) days for review. Seller shall have the right to (1) reject the modified Development Plan and request modifications to Buyer, or (2) terminate this Agreement by giving Buyer thirty (30) days prior written notice of such termination.

(h) If the Buyer ceases to use any portion of the Property, for the Purpose, the Seller reserves for itself, its successors, and assigns a right to repurchase the said portion Property for a pro rata price per acre of the Purchase Price (defined below).

(i) This Section 2 shall survive the termination or expiration of this Agreement.

### **Section 3. Purchase Price.**

(a) The total purchase price for the Property is **TWO HUNDRED NINETY THOUSAND DOLLARS AND 00/100 (\$290,000.00)**; (“Purchase Price”).

(b) The Purchase Price shall be paid in cash at the Closing (defined below).

### **Section 4. Title Commitment and Survey.**

(a) As soon as practicable, but no later than five (5) days after the Effective Date, Seller shall deliver or cause to be delivered to Buyer, the cost of which is to be paid solely by Buyer, the following:

(1) An Owner’s Commitment for Title Insurance (“Title Commitment”) covering the Property from Alamo Title (“Title Company”). The Title Commitment:

(i) shall be a T-1 Owner Policy of Title Insurance in the form promulgated by the Texas Department of Insurance TLTA Extended Coverage Owner’s Policy; and

(ii) shall have general and/or pre-printed exceptions which may lawfully be removed, deleted via extended coverage and, if permitted by law, shall have standard exceptions either deleted or covered by an endorsement; and

(iii) shall have a liability in the amount of the total Purchase Price of the Property; and

(iv) shall specifically insure the boundary lines of the Property (and/or the survey's metes and bounds legal description of the Property) and any easements appurtenant thereto; and

(v) will set forth the status of title to the Property; and

(vi) will show all Permitted Encumbrances of record, if any, relating to the Property.

(2) To the extent available from the public records, legible copies of all recorded documents referred to in the Title Commitment, including but not limited to plats, reservations, restrictions, and easements.

(b) Within thirty (30) days of the Effective Date of this Agreement, Buyer shall obtain, at its sole cost, a current survey of the Property prepared by a mutually agreed-upon licensed surveyor or registered engineer. The survey shall include:

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

(2) The surveyor's certification that there are no encroachments on the Property;

(3) The number of total square feet comprising the Property; and

(4) A metes and bounds description of the Property.

The legal description from the Survey will be used in all closing documents requiring a description of the Property. Buyer's "Objection Period" shall be thirty (30) days after Buyer's receipt of the Title Commitment, copies of the documents described in Section 4(a)(2) above, and the new survey required by Section 4(b) above. Seller's "Cure Period" shall be ten (10) days after its receipt of Buyer's objections, if any.

(c) If Buyer timely gives written notice of Objections prior to the expiration of the Objection Period, and Seller does not either cure the Objections or commit in writing to cure the Objections by providing written notice of such commitment to Buyer prior to the expiration of the Cure Period, then Seller will be deemed to have elected not to cure such Objections, and Buyer, as its sole and exclusive remedy, shall be entitled either:

(1) To terminate this Agreement by delivering written notice to Seller and the Title Company at any time prior to the expiration of the Feasibility Period (defined below). Upon such termination, neither party will have any further rights or obligations under this Agreement (except those that expressly survive termination); or

(2) To waive the Objections that remain uncured as of the expiration of the Feasibility Period (defined below) and consummate the purchase of the Property subject to the uncured Objections, which will be deemed to be Permitted Encumbrances. In such event, none of Buyer's obligations under this Agreement will change, nor will the Purchase Price be reduced because of the uncured Objections.

(3) If Buyer does not send a written notice of termination prior to the expiration of the Feasibility Period (defined below), then Buyer will be deemed to have waived all Objections that remain uncured as of the expiration of the Feasibility Period, which will be deemed Permitted Encumbrances, and Buyer will be deemed to have waived its right to terminate this Agreement pursuant to this Section 4.

(d) Buyer's "Feasibility Period" shall commence upon execution of this Agreement by Seller and Buyer and shall end August 1, 2024. During the Feasibility Period, Buyer may conduct such tests and inspections of the Property as Buyer desires.

### **Section 5. Earnest Money and Independent Consideration**

(a) Within five (5) days of the date the Title Company provides notice that it has received a copy of this Agreement executed by both Parties, Buyer shall deliver the Earnest Money to the Title Company (the "Earnest Money"). Any and all cash deposited with the Title Company as the Earnest Money shall be deposited and held for the benefit of the party entitled thereto pursuant to this Agreement. The Property Earnest Money shall be applied to the Purchase Price of Property at the Closing. The Property Earnest Money shall be refundable to Buyer in all cases prior to the expiration of the Feasibility Period. If Buyer terminates this Agreement for any reason, or no reason, on or prior to the expiration of the Feasibility Period, Title Company shall promptly refund the Property Earnest Money to Buyer. After the expiration of the Feasibility Period, the Property Earnest Money shall be non-refundable to Buyer, except in the case of Seller's breach of this Agreement.

(b) The parties acknowledge and agree that a portion of the Earnest Money in the amount of One Hundred and No/100 Dollars (\$100.00) is independent consideration (the "Independent Consideration") for Seller's execution and delivery of this Agreement and the purchase right granted in and pursuant to this Agreement for the Property. The Independent Consideration is independent of any other consideration or payment provided in this Agreement, is non-refundable and shall be retained by Seller, even if this Agreement terminates prior to Closing. However, the Independent Consideration shall be applied against the Purchase Price of Property at the Closing.

(c) The parties acknowledge and agree that the purchase and sale of the Property contemplated by this Agreement is an exclusive contractual right conferred by Seller to Buyer effective until the Closing Date and any extension thereof, unless Buyer terminates this Agreement pursuant to an express right of termination granted in this Agreement prior to the Closing Date and any extension thereof. This provision shall survive the termination of this Agreement by Seller on or before the Closing Date or any extension thereof.

### **Section 6. Feasibility Period For Property**

(a) **Seller's Delivery of Property Information.** Within ten business (10) days after the Effective Date, Seller shall deliver to Buyer, at the address stated below, the following, if any, in Seller's possession or reasonable control (collectively, the "Property Information"):

(1) Copies of any and all unrecorded restrictive covenants, location of any and all known public utilities, and reciprocal easements, if any, relating to Property.

(2) Most recent existing survey, if any, of Property currently in the Seller's possession.

(3) Copies of all approvals, permits and licenses from each governmental authority having jurisdiction over Property.

**SELLER EXPRESSLY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF PROPERTY INFORMATION FURNISHED TO BUYER AND, FURTHER, BUYER HEREBY AGREES THAT SUCH PROPERTY INFORMATION SHALL BE PROVIDED ON AN "AS IS" BASIS, AND SELLER SHALL HAVE NO OBLIGATION TO COMPILE OR UPDATE SUCH PROPERTY INFORMATION.**

(b) **Inspection.** Buyer shall have through the last day of the Feasibility Period in which (a) to enter the Property and examine, inspect, and investigate the Property, (b) to perform or obtain such other studies and investigations as Buyer may desire and (c) to determine whether Property is acceptable to Buyer. Buyer and its agents, employees, or representatives shall have a continuing right of reasonable access to the Property during this Agreement for the purpose of conducting surveys, architectural, engineering, geotechnical, and environmental inspections and tests (excluding intrusive inspection and sampling, which will need Seller's prior written approval by and through the Seller Representative), and any other inspections, studies, or tests desired by Buyer. Seller, in its sole discretion, may require Buyer's agents, employees, or representatives to be accompanied by Seller Representative during any Buyer activity on Property during this Agreement. Buyer will notify Seller of request to access the Property and Seller will respond within two (2) business days if Buyer's agents, employees, or representatives will be accompanied by Seller Representative during Buyer activity. If Seller fails to respond to Buyer's request to access the Property, then Seller's consent to Buyer's unaccompanied access to the Property shall be deemed given. If any inspection or test materially and adversely disturbs Property, Buyer, at its sole expense, will restore Property to the same condition as existed immediately prior to any such inspection or test performed by Buyer. The costs and expenses of any of Buyer's inspections shall be borne solely by Buyer. Buyer's agents or contractors entering upon Property shall maintain general liability insurance in an amount of at least \$1,000,000.00 combined single limit, covering liabilities for personal injury, death and property damage arising out of activities on or about Property and name the Seller as an additional insured. Buyer shall deliver to Seller copies of all engineering reports, environmental reports, soil tests and other studies, tests and reports obtained by Buyer with respect to the physical condition of Property, and this obligation shall survive the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, Buyer may not conduct any subsurface investigations without Seller's prior written consent by and through the Seller Representative, which consent may be withheld in Seller Representative's sole and absolute discretion. The covenants under this paragraph shall survive the Closing or any

termination of this Agreement and shall not be subject to any limitation of remedies in this Agreement.

**(c) Termination of Agreement.**

(1) If, prior to the expiration of the Feasibility Period, Buyer, in its sole discretion, elects not to purchase Property, Buyer shall send written notice to Seller terminating this Agreement on or prior to expiration of the Feasibility Period. In which case, this Agreement shall terminate and the refundable portion of the Earnest Money shall be returned to Buyer. If such termination notice is not sent to Seller and all other conditions of this Agreement are satisfied, Seller and Buyer shall proceed to Closing.

**(d) Feasibility Extensions.** Buyer shall have the right to extend the Feasibility Period one (1) time for Sixty (60) days each by delivering to Seller written notice thereof prior to the expiration of the then applicable Feasibility Period, and delivering an extension fee in the amount of \$10,000 (each, a "Feasibility Extension Fee") to the Title Company. Each Feasibility Extension Fee shall become a part of the Earnest Money, and the aggregate total of the Earnest Money shall be (i) non-refundable, except as otherwise provided herein, (ii) applied to the Purchase Price at Closing, and (iii) otherwise treated in the same manner as the Earnest Money.

**Section 7. Title Review For Property**

**(a) Title Commitment and Survey.**

(1) Within fifteen (15) business days after the Effective Date, Buyer shall obtain, at Buyer's expense:

- (i) a current, effective commitment for an owner's policy of title insurance (the "Title Commitment") issued by the Title Company covering Property, in the amount of the Purchase Price, showing Buyer as the proposed insured;
- (ii) true, correct, complete, and legible (to the extent reasonably available) copies of any and all documents referred to in the Title Commitment (the "Exception Documents"); and
- (iii) a current tax certificate covering Property.

(b) Prior to the expiration of the Feasibility Period, Buyer shall obtain, at Buyer's expense, a copy of a current on-the-ground boundary survey (the "Survey") of the Property prepared by a duly licensed Texas land surveyor in accordance with Texas or American Land Title Association standards. The Survey shall be in a form reasonably acceptable to Seller, Buyer and to the Title Company, and allow the Title Company, upon payment of the applicable premium, to modify the survey exception contained in the title policy to be issued by the Title Company.

(c) **Title Costs.** Buyer shall pay for the premium of the title policy covering the Property and for the modification of the survey exception on the title policy if requested by Buyer. Buyer shall pay for the tax certificates required for the Closing.



(3) Seller and Buyer shall each pay their respective attorneys' fees. Buyer shall pay all escrow, recording fees and title insurance.

(c) Upon completion of the Closing, Seller shall deliver to Buyer possession of the Property with all personal property owned by Seller removed, including furniture, filing cabinets, chairs, computer equipment, data center equipment, supplies, and trash, subject to the Permitted Encumbrances.

### **Section 9. Buyer's Representations and Warranties.**

(a) Buyer hereby represents and warrants to Seller, which representations and warranties shall be deemed made by Seller to Buyer as of the Effective Date and also as of the Closing Date, that to Seller's current actual knowledge:

(1) Seller is a nonprofit corporation operated under the laws of the State of Texas, is qualified to do business in the State of Texas, and is qualified and capable of performing and completing the Work.

(2) Seller has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyances described in Section 1(a). The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been or will be duly and validly authorized by all requisite action on the part of Seller. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement does not violate nor is in conflict with any provision of any agreement or instrument to which Seller is a party or by which Seller is bound, or any charter, statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Seller.

(3) This Agreement has been duly executed and delivered on behalf of Seller. This Agreement constitutes a legal, valid, and binding obligation of Seller.

(4) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

(5) There is no action, suit, proceeding or claim presently pending in any court or before any federal, state, county or municipal department, commission, board or agency or other governmental instrumentality affecting Buyer's ability to perform its obligations under this Agreement, nor to the best of Buyer's knowledge and belief is any such action, suit, proceeding or claim threatened.

(6) There are no attachments, executions, assignments for the benefit of creditors, voluntary or involuntary bankruptcy proceedings, or proceedings under any debtor relief laws, contemplated by or pending or, to the best of Seller's actual knowledge, threatened against Buyer.

(7) All documents and records delivered by Seller pursuant to this Agreement will be true and faithful reproductions of the documents and records required to be delivered.

(b) If the representations and warranties of Buyer which to Buyer's actual knowledge were true and correct when made are not true and correct in all material respects on the date of Closing, and such change is not directly attributable to Buyer's actions or conscious failure to act, then Seller may, as its sole and exclusive remedy, elect either to (i) waive such condition and proceed to Closing, or (ii) terminate this Agreement by notice in writing to Buyer whereupon neither Buyer nor Seller shall have any further rights or obligations under this Agreement except those that expressly survive termination.

#### **Section 10. Seller's Representations and Warranties.**

(a) Seller hereby represents and warrants to Buyer, which representations and warranties shall be deemed made by Seller to Buyer as of the Effective Date and also as of the Closing Date, that:

(1) Seller is a unit of local government and a political subdivision of the state of Texas situated in Tarrant County, Texas, duly organized, validly existing, and in good standing under the laws of the State of Texas, duly qualified to carry on its business in the State of Texas.

(2) Seller has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyances described in Section 1(a). The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been or will be duly and validly authorized by all requisite action on the part of Seller. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement does not violate nor is in conflict with any provision of any agreement or instrument to which Seller is a party or by which Seller is bound, or any charter, statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Seller.

(3) This Agreement has been duly executed and delivered on behalf of Seller. This Agreement constitutes a legal, valid, and binding obligation of Seller.

(4) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

(5) To Seller's current actual knowledge, there is no action, suit, proceeding or claim presently pending in any court or before any federal, state, county or municipal department, commission, board or agency or other governmental instrumentality: (i) affecting Seller's interest or use, operation or ownership of the Property; or (ii) affecting Seller's ability to perform its obligations under this Agreement, nor to the best of Seller's knowledge and belief is any such action, suit, proceeding or claim threatened.

(6) To Seller's current actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Property.

(7) There are no attachments, executions, assignments for the benefit of creditors, voluntary or involuntary bankruptcy proceedings, or proceedings under any

debtor relief laws, contemplated by or pending or, to the best of Seller's actual knowledge, threatened against Seller, Seller's interest in the Property, or the Property.

(8) To Seller's current actual knowledge, all documents and records delivered by Seller pursuant to this Agreement will be true and faithful reproductions of the documents and records required to be delivered.

(9) To Seller's current actual knowledge, there are no underground storage tanks on the Property and the Property complies with applicable environmental laws.

(b) It shall be a condition precedent to Buyer's obligation to close the purchase of the Property hereunder that as of the date of Closing, all of Seller's representations and warranties set forth in Section 10(a) shall be true and correct in all material respects. If the representations and warranties of Seller which to Seller's actual knowledge were true and correct when made are not true and correct in all material respects on the date of Closing, and such change is not directly attributable to Seller's actions or conscious failure to act, then Buyer may, as its sole and exclusive remedy, elect either to (i) waive such condition and proceed to Closing, or (ii) terminate this Agreement by notice in writing to Seller whereupon neither Seller nor Buyer shall have any further rights or obligations under this Agreement except those that expressly survive termination.

#### **Section 11. Condition of Property.**

Buyer and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representative's desire. Buyer acknowledges and agrees that the Property is to be conveyed to and accepted by Buyer in an "as is" condition with all faults. Except as specifically set forth herein, Seller makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the condition of the Property; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions, and restrictions (whether or not of record). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including subsurface conditions, and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents, or understandings, unless modified by subsequent agreement.

#### **Section 12. Maintenance and Operation of the Property.**

Until Closing, Seller will (i) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and damage; (ii) operate the Property in the same manner as it was operated on the Effective Date; and (iii) promptly notify Buyer of any suit, action, or any legal proceeding involving all or any part of the Property that arises prior to the date of the Closing

with respect to which Seller receives actual notice. Until Closing, Seller will not enter into, extend, or modify any agreements that will affect the surface estate of the Property following Closing. Buyer may terminate this Agreement if Seller enters into, extends, or modifies any agreement in violation of the previous sentence without first obtaining Buyer's written consent. Seller shall not solicit or accept other agreements to purchase the Property while this Agreement is in effect.

### **Section 13. Destruction, Damage, or Taking Before Closing.**

Before the Closing, Seller bears the risk of loss with regard to the Property. If, before the Closing, any substantial portion of the Property is destroyed or damaged, or becomes subject to a taking by eminent domain, Buyer shall have the right to either (i) terminate this Agreement upon written notice to the other party, in which event neither Seller nor Buyer thereafter shall have any further right or obligation under this Agreement unless expressly provided otherwise in this Agreement; or (ii) proceed with the Closing of the Property with an equitable, pro rata adjustment to the Purchase Price based upon the square footage actually purchased. Seller shall promptly notify Buyer of any such loss or damage occurring prior to the Closing.

### **Section 14. Default and Remedies.**

(a) Buyer will be in default under this Agreement if (i) it fails or refuses to purchase the Property at the Closing, or (ii) it fails to perform any of its other obligations hereunder either before or at the Closing, and such circumstance described in clause (i) or (ii) continues for five (5) business days after written notice from Seller to Buyer. Buyer will not be in default, however, if it timely terminates this Agreement when it has an express right to terminate or when Seller fails to perform its obligations under this Agreement.

(1) If Buyer is in default, then Seller, as its sole and exclusive remedy, is entitled either (i) to waive such default and proceed to Closing, or (ii) to terminate this Agreement by giving written notice to Buyer before or at the Closing, whereupon neither Seller nor Buyer thereafter shall have any further rights or obligations under this Agreement except those that expressly survive termination.

Notwithstanding anything herein to the contrary, in the event of Buyer's default or termination of this Agreement, Seller shall have all remedies available at law or in equity if Buyer or any party related to or affiliated with Buyer is asserting any claims or right to the Property that would otherwise delay or prevent Seller from having clear, indefeasible, and marketable title to the Property.

(b) If Seller shall be unable to convey title to the Property to Buyer in accordance with this Agreement, then, in such event, as its sole and exclusive remedy, Buyer shall be entitled either (i) to accept such title as Seller is able to convey, with an equitable credit, reduction, adjustment or abatement in, to or of the Purchase Price, or (ii) to terminate this Agreement at or before the Closing.

(c) Seller will be in default under this Agreement if (i) it willfully fails or refuses to sell the Property to Buyer at the Closing, or (ii) it fails to perform any of its other obligations hereunder either before or at the Closing, and such circumstance described in clause (i) or (ii) continues for five (5) business days after written notice from Buyer to Seller. Seller will not be in

default, however, if it timely terminates this Agreement when it has an express right to terminate or when Buyer fails to perform its obligations under this Agreement.

(1) If Seller is in default, then Buyer, as its sole and exclusive remedy, is entitled (i) to waive such default and proceed to Closing or (ii) to terminate this Agreement by giving written notice to Seller before or at the Closing, whereupon neither Seller nor Buyer shall have any further rights or obligations under this Agreement except those that expressly survive termination.

**Section 15. Brokers.**

(a) Seller and Buyer represent and warrant to each other that neither party has engaged any agent, broker, or other similar party who may be entitled to commissions, fees or file a lien against the Property under Chapter 62 of the Texas Property Code in connection with this transaction.

(b) Buyer has been and is advised that it should have the abstract covering the Property examined by an attorney of its selection or that it should be furnished with a policy of title insurance. By signing this Agreement, Buyer acknowledges that it has been so advised in compliance with The Texas Real Estate License Act.

**Section 16. Notices.**

(a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered to the address set forth below for the recipient; or (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient as specified below; or (iii) deposited with an overnight delivery service, addressed to the recipient as specified below. Any notice is effective three (3) days following deposit with the U.S. Postal Service or the day following deposit with the overnight delivery service, as applicable; all other notices are effective upon receipt.

(b) Seller's address for all purposes under this Agreement is:

Kristen Camareno  
Assistant County Administrator Tarrant County  
100 East Weatherford Street, Suite 404  
Fort Worth, Texas 76196  
Email Address: [cmmerritt@tarrantcounty.com](mailto:cmmerritt@tarrantcounty.com)

with a copy to:

Scott Hall  
Transportation Director Tarrant County  
100 East Weatherford Street, Room 401  
Fort Worth, Texas 76196  
Email Address: [sbhall@tarrantcountytexas.gov](mailto:sbhall@tarrantcountytexas.gov)

(c) Buyer's address for all purposes under this Agreement is:

Housing Channel  
Attn: Donna VanNess  
2900 Airport Freeway  
Fort Worth, TX 76111

with a copy to:

Kendall D. Adair  
Harris, Finley & Bogle, P.C.  
777 Main Street, Suite 1800  
Fort Worth, Texas 76102

(d) The Title Company's address for all purposes under this Agreement is:

Alamo Title  
Attn: Lavonne Keith  
4217 Camp Bowie Blvd – 3rd Floor  
Fort Worth, TX 76107

(e) Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change, with specific reference to this Agreement. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney or only to the party without also sending a copy to that party's attorney.

**Section 17. Entire Agreement.**

This Agreement (including its exhibits) contains the entire agreement between Seller and Buyer. Oral statements or prior written matters not specifically incorporated into this Agreement have no force and effect. No variation, modification, or change to this Agreement binds either party unless set forth in a document signed by the parties or their duly authorized agents, officers, or representatives.

**Section 18. Assigns.**

Except for an assignment by Buyer to an affiliate of Buyer, this Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement inures to the benefit of and binds the parties and their respective legal representatives, successors, and permitted assigns. Any unauthorized purported assignment or delegation of any duties hereunder, without the prior written consent of the other party, shall be void and shall constitute a material breach of this Agreement.

**Section 19. Effective Date.**

The date on which the latter of Seller and Buyer signs this Agreement is the "Effective Date" of this Agreement.

**Section 20. Time of the Essence.**

Time is of the essence in this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day. The term “business day” shall mean any day other than a Saturday, Sunday, or a federal holiday. All deadlines in this Agreement expire at 5:00 P.M. local time where the Property is located.

**Section 21. Terminology.**

The captions beside the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Whenever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular. The term “including” and compounds of the word “include,” when preceding a list shall be deemed to mean “including without limitation.”

**Section 22. Governing Law.**

This Agreement is governed by and must be construed in accordance with Texas law.

**Section 23. Compliance with Laws.**

Buyer must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Buyer shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**Section 24. Texas Public Information Act.**

Seller advises Buyer that Seller is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act (“TPIA”) request. Buyer’s trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on Seller to disclose Buyer information that may be subject to an exception from disclosure, Seller will (i) promptly notify Buyer of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General’s office seeking a determination as to whether such information may be withheld.

**Section 25. Chapters 2271, 2252, 2274, and 2276 Texas Government Code Verification.**

(a) **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, Buyer verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section 808.001(1) of the Texas Government Code.

(b) **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, Buyer warrants and represents that: (1) neither Buyer nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Buyer nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Buyer nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code. Buyer further represents and warrants that neither Buyer nor any of its affiliates appears on any of the Texas Comptroller’s Scrutinized Companies Lists.

(c) **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code, Buyer verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3).

(d) **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2276.002 of the Texas Government Code, Buyer verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section 809.001(1) of the Texas Government Code.

**Section 26. Form 1295.**

Buyer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy attached as **Exhibit “C”** is a full and true copy of said filed form.

**Section 27. Performance of Agreement.**

The obligations under this Agreement are performable in Tarrant County, Texas, and any payments under this Agreement are to be made in Tarrant County, Texas.

**Section 28. Venue.**

The parties consent that exclusive venue of any action brought under this Agreement will be in Tarrant County, Texas.

**Section 29. Severability.**

If any provision in this Agreement is found to be invalid, illegal, or unenforceable, its invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement

must be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**Section 30. Rule of Construction.**

Each party and its counsel have reviewed and revised this Agreement. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement or its amendments or exhibits.

**Section 31. Amendment and Waivers.**

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

**Section 32. Counterparts.**

This Agreement may be executed by signing, scanning, and transmitted by email, or otherwise in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**Section 33. Governing Body Approvals.**

In addition to the other terms and conditions stated herein, payment by Buyer and conveyance of the Property by Seller are expressly subject to and contingent upon the approval of the Purchase Price and terms and conditions of the acquisition of the Property by the Commissioners Court of Tarrant County.

**Section 34. Parties Bound.**

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its own contracts or commitments.

**Section 35. Expenses.**

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

**Section 36. Authorization.**

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and, subject to Section 33, each party hereby certifies to the other that any necessary actions

extending such authority have been duly passed and are in full force and effect as of the Effective Date of this Agreement.

**Section 37. No Waiver of Sovereign Immunity.**

This contract is expressly made subject to Seller's sovereign immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that Seller has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

**Section 38. Force Majeure.**

No party shall be liable or responsible to the other, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, any of the following force majeure events ( the "Force Majeure Events") that frustrates the purpose of this Agreement: (a) acts of God, including, but not limited to, inclement weather; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law, including, but not limited to, government moratorium or delay; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate labor or materials; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXECUTED in triplicate in Fort Worth, Tarrant County, Texas to be effective as of the date of last execution by Seller and Buyer.

**Tarrant County, Texas**

**Housing Channel**

\_\_\_\_\_  
Name: Tim O'Hare  
Title: County Judge

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM\*

\_\_\_\_\_

**Criminal District Attorney's Office\***

\* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

**EXHIBIT "A"**

**DESCRIPTION OF THE PROPERTY**

**LEGAL DESCRIPTION**

SITUATED in the City of Mansfield, Tarrant County, Texas, and being a part of Lots 1 through 12, Block 3, and a part of Lots 1 and 2, Block 4, Patterson Addition, as shown on plat thereof recorded in Volume 388-G, Page 101, Tarrant County Plat Records, and being all of that certain tract conveyed to Tarrant County as Parcel 1, and part of that certain tract conveyed to Tarrant County as Parcel 2, by deed recorded in Volume 3177, Page 26, Tarrant County Deed Records, and all of that certain portion of Winks Drive Quitclaimed to Tarrant County by that certain instrument recorded in Volume 11738, Page 837, said Deed Records, and said portion and tracts being more fully described as follows:

BEGINNING at a ½" iron rod with an aluminum cap stamped "Tarrant County" set in the easterly right-of-way line of South 2ed. Avenue (formally F.M. No. 917), a 100 foot right-of-way, in the westerly line of said Parcel 2, said point being in the common line of Lots 2 and 3, said Block 4, and said point being on a curve whose center bears North 77 Degrees, 57 Minutes, 39 Seconds East, 1382.22 feet;

THENCE northerly with said curve and said easterly right-of-way line and said westerly line of Parcel 2, passing the southwest corner of said portion of Winks Drive quitclaimed to Tarrant County, continuing with the common line of South 2ed. Avenue and said quitclaim tract, passing the northwest corner of said quitclaim tract and the southwest corner of said Parcel 1, continuing in all 427.26 feet to a ½" iron rod set with an aluminum cap stamped "Tarrant County" set for the end of said curve.

THENCE North 5 degrees, 40 minutes, 18 seconds East with said east right-of-way line and the west line of said Parcel 1, a distance of 674.88 feet to a "Mag Nail" set in the north line of said Lot 1, Block 3, for the northwest corner of said Parcel 1, and for south the southwest corner of Hunt Street (shown to be a 50' right-of-way on said Patterson Addition plat);

THENCE North 85 degrees, 35 minutes, 04 seconds East with the north line of said Block 3, for the south line of said Hunt Street 104.30 feet to a ½" iron rod set with an aluminum cap stamped "Tarrant County" set for the common north corner of Lot 1 and Lot 24, said Block 3;

THENCE South 5 degrees, 20 minutes, 40 seconds West with the common line of said 1, and Lot 24, Block 3, the common line of Lots 2, and 23, Lots 3, and 22, Lots 4 and Lot 21, said Block 3, at 349.92 feet passing a 3/8" iron found in place for the common corner of Lots 5, 6, 20 and 19, said Block 3, continuing with the common line of Lot 6, and Lot 19, said Block 3, at 489.73 feet passing a ½" square iron rod found in place for the common corner of Lots 7, 8, 18 and 17, said Block 3, continuing with the common line of Lots 8 and 17, Lots 9 and 16, and Lots 10 and 15, said Block 3, at 699.72 feet passing 0.22 feet left of a 3/8" iron rod found in place for the common corner of Lots 10, 11, 15 and 14, said Block 3, continuing with the common line of Lots 11 and 14, Lots 12 and 13, said Block 3, at 840.04 feet passing a ½" metal bar for the common south

corner of said Lot 12 and 13, said Block 3, and for the northeast corner of said Wicks Drive quitclaimed to Tarrant County, and for the northwest corner of that certain portion of Wicks Drive abandoned by City of Mansfield Ordinance No. 870, continuing with the east line of said Wicks Drive quitclaimed to Tarrant County and the west line of said portion of abandoned Wicks Drive by Ordinance No. 870, at 899.83 feet passing a ½” iron rod found in place for the common south corner of said Wicks Drive quitclaimed to Tarrant County and said portion of abandoned Wicks Drive by City of Mansfield Ordinance No. 870 and for the common north corner of Lot 1, and Lot 18, said Block 4, Patterson Addition, and continuing with the common line of said Lots 1, and 18, in all 989.48 feet to the common corner of Lots 1, 2, 18 and 17, said Block 4, from said point a ½” iron rod found in place bears North 58 degrees East 0.40 feet;

THENCE South 29 degrees, 43 minutes, 52 minutes East with the common line of Lots 2 and 17, said Blocks 4, a distance of 84.08 feet to a ½” iron rod with an aluminum cap stamped “Tarrant County” set for the common east corner of Lots 2 and 3, Block 4, from said point capped ½” iron rod found in place bears South 64 degrees East, 0.77 foot;

THENCE South 72 degrees, 36 minutes, 34 seconds West with the common line of said Lots 2 and 3, Block 4, 101.22 feet to the PLACE OF BEGINNING and containing a surface distance of 2.535 acres (110,438 square feet).

BEARINGS AND DISTANCED ARE RELATED TO THE TEXAS COORDINATE SYSTEM OF 1988 (2011” NORTHCENTRAL ZONE, UTILIZING ALLTERA RTKNET VRS NETWORK SYSTEM. DISTANCES CAN BE CONVERTED TO SURFACE DISTANCES BY MULTIPLYING EACH DISTANCE BY A COMBINED SCALE FACTOR OF 1.0001218. AREA SHOWN IS SURFACE AREA.

THIS DESCRIPTION WAS PREPARED TO ACCOMPANY A SURVEY MAP OF THE DESCRIBED PROPERTY.

Tarrant County Transportation Services Department  
TBPELS Firm No. 1013100

**RELEASED FOR APPRAISAL PURPOSES**

**PRELIMINARY: THIS DOCUMENT SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT AND SHALL NOT BE RECORDED FOR ANY PURPOSE.**

June 24 2024  
Robert “Bob” Viscome  
Texas Registration No. 5605

**EXHIBIT "B"**  
**SPECIAL WARRANTY DEED**

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 BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## **DEED WITHOUT WARRANTY**

**DATE:** \_\_\_\_\_

**GRANTOR:** TARRANT COUNTY, TEXAS

**GRANTOR'S MAILING ADDRESS:** 100 West Weatherford Street, Room 460 B  
Fort Worth, Texas 76196

**GRANTEE:** HOUSING CHANNEL

**GRANTEE'S MAILING ADDRESS:** 2900 Airport Freeway  
Fort Worth, TX 76111

**PURCHASE PRICE:** Two Hundred Eighty Thousand and 0/100 Dollars (\$280,000.00)

**PROPERTY (including any improvements):**

See attached **Exhibit "1"** (the "Property"), attached hereto and incorporated herein for all purposes.

**POSSIBILITY OF REVERTER:**

It is expressly understood and agreed that Grantor is making this conveyance subject to the following term and condition:

- (1) Grantor represents and warrants that the Property will be used for the public purpose of development of low-income or moderate-income housing as contemplated by Texas Local Government Code section 272.001(g).

By acceptance of this deed, Grantee agrees to the terms and restrictions of the deed and understands that breach of the term and condition will result in the automatic reversion of the donated property to Grantor.

**RESERVATIONS FROM CONVEYANCE:**

If the Grantee ceases to use any portion of the Property for the public purpose, the Grantor reserves for itself, its successors, and assigns a right to repurchase said portion Property for a pro rata price per acre of the Purchase Price.

Grantor will retain ownership of all oil, gas, coal, lignite, sulphur and other mineral substances from which sulphur may be derived or produced, salt, potash, uranium, thorium, gypsum, mercury, zeolite, carbonaceous shale, bentonite and other varieties of clay, and all other minerals in and under the Property not previously reserved wherever located and by whatever method recovered, as well as the right to lease such minerals but Grantor waives the right of ingress and egress to explore for, produce, or transport the same, on all the properties sold.

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Grantor hereby disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, to or concerning (i) the nature and condition of the Property, including but not limited to, the suitability thereof for any activity or use; (ii) the condition of any improvements located thereon; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body.

The conveyance of the Property as provided for is made on an “AS IS” basis and by its acceptance of this deed and in consideration of the conveyances by Grantor herein, Grantee acknowledges that, except as otherwise specifically stated in the Deed Without Warranty, GRANTOR MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW ARE EXPRESSLY DISCLAIMED.

**PROPERTY CONDITION:**

GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS TO BE CONVEYED TO AND ACCEPTED BY GRANTEE IN AN “AS IS” CONDITION WITH ALL FAULTS. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY; IN PARTICULAR, BUT WITHOUT LIMITATION, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE, CONDITION, OCCUPATION OR MANAGEMENT OF THE PROPERTY, OR COMPLIANCE WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, REQUIREMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD). GRANTEE ACKNOWLEDGES THAT IT IS ENTERING INTO THIS AGREEMENT ON THE BASIS OF GRANTEE’S OWN INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY, INCLUDING SUBSURFACE CONDITIONS, AND GRANTEE ASSUMES THE RISK THAT ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION.

**PROPERTY TITLE:**

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

**OTHER CONDITIONS:**

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

**GRANTOR:**  
TARRANT COUNTY, TEXAS

Approved as to Form

\_\_\_\_\_  
Tim O'Hare  
County Judge

\_\_\_\_\_  
Assistant Criminal District Attorney

**GRANTEE:**  
HOUSING CHANNEL

By: \_\_\_\_\_

THE STATE OF TEXAS       §  
COUNTY OF TARRANT     §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed and on behalf of the **Tarrant County**, a political subdivision of the state of Texas, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

THE STATE OF TEXAS       §  
COUNTY OF TARRANT     §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed and on behalf of **Housing Channel**, a Texas nonprofit corporation, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

## EXHIBIT 1

### LEGAL DESCRIPTION

SITUATED in the City of Mansfield, Tarrant County, Texas, and being a part of Lots 1 through 12, Block 3, and a part of Lots 1 and 2, Block 4, Patterson Addition, as shown on plat thereof recorded in Volume 388-G, Page 101, Tarrant County Plat Records, and being all of that certain tract conveyed to Tarrant County as Parcel 1, and part of that certain tract conveyed to Tarrant County as Parcel 2, by deed recorded in Volume 3177, Page 26, Tarrant County Deed Records, and all of that certain portion of Winks Drive Quitclaimed to Tarrant County by that certain instrument recorded in Volume 11738, Page 837, said Deed Records, and said portion and tracts being more fully described as follows:

BEGINNING at a ½” iron rod with an aluminum cap stamped “Tarrant County” set in the easterly right-of-way line of South 2ed. Avenue (formally F.M. No. 917), a 100 foot right-of-way, in the westerly line of said Parcel 2, said point being in the common line of Lots 2 and 3, said Block 4, and said point being on a curve whose center bears North 77 Degrees, 57 Minutes, 39 Seconds East, 1382.22 feet;

THENCE northerly with said curve and said easterly right-of-way line and said westerly line of Parcel 2, passing the southwest corner of said portion of Winks Drive quitclaimed to Tarrant County, continuing with the common line of South 2ed. Avenue and said quitclaim tract, passing the northwest corner of said quitclaim tract and the southwest corner of said Parcel 1, continuing in all 427.26 feet to a ½” iron rod set with an aluminum cap stamped “Tarrant County” set for the end of said curve.

THENCE North 5 degrees, 40 minutes, 18 seconds East with said east right-of-way line and the west line of said Parcel 1, a distance of 674.88 feet to a “Mag Nail” set in the north line of said Lot 1, Block 3, for the northwest corner of said Parcel 1, and for south the southwest corner of Hunt Street (shown to be a 50’ right-of-way on said Patterson Addition plat);

THENCE North 85 degrees, 35 minutes, 04 seconds East with the north line of said Block 3, for the south line of said Hunt Street 104.30 feet to a ½” iron rod set with an aluminum cap stamped “Tarrant County” set for the common north corner of Lot 1 and Lot 24, said Block 3;

THENCE South 5 degrees, 20 minutes, 40 seconds West with the common line of said 1, and Lot 24, Block 3, the common line of Lots 2, and 23, Lots 3, and 22, Lots 4 and Lot 21, said Block 3, at 349.92 feet passing a 3/8” iron found in place for the common corner of Lots 5, 6, 20 and 19, said Block 3, continuing with the common line of Lot 6, and Lot 19, said Block 3, at 489.73 feet passing a ½” square iron rod found in place for the common corner of Lots 7, 8, 18 and 17, said Block 3, continuing with the common line of Lots 8 and 17, Lots 9 and 16, and Lots 10 and 15, said Block 3, at 699.72 feet passing 0.22 feet left of a 3/8” iron rod found in place for the common corner of Lots 10, 11, 15 and 14, said Block 3, continuing with the common line of Lots 11 and 14, Lots 12 and 13, said Block 3, at 840.04 feet passing a ½” metal bar for the common south corner of said Lot 12 and 13, said Block 3, and for the northeast corner of said Wicks Drive quitclaimed to Tarrant County, and for the northwest corner of that certain portion of Winks Drive

abandoned by City of Mansfield Ordinance No. 870, continuing with the east line of said Wicks Drive quitclaimed to Tarrant County and the west line of said portion of abandoned Wicks Drive by Ordinance No. 870, at 899.83 feet passing a ½” iron rod found in place for the common south corner of said Wicks Drive quitclaimed to Tarrant County and said portion of abandoned Wicks Drive by City of Mansfield Ordinance No. 870 and for the common north corner of Lot 1, and Lot 18, said Block 4, Patterson Addition, and continuing with the common line of said Lots 1, and 18, in all 989.48 feet to the common corner of Lots 1, 2, 18 and 17, said Block 4, from said point a ½” iron rod found in place bears North 58 degrees East 0.40 feet;

THENCE South 29 degrees, 43 minutes, 52 minutes East with the common line of Lots 2 and 17, said Blocks 4, a distance of 84.08 feet to a ½” iron rod with an aluminum cap stamped “Tarrant County” set for the common east corner of Lots 2 and 3, Block 4, from said point capped ½” iron rod found in place bears South 64 degrees East, 0.77 foot;

THENCE South 72 degrees, 36 minutes, 34 seconds West with the common line of said Lots 2 and 3, Block 4, 101.22 feet to the PLACE OF BEGINNING and containing a surface distance of 2.535 acres (110,438 square feet).

BEARINGS AND DISTANCED ARE RELATED TO THE TEXAS COORDINATE SYSTEM OF 1988 (2011” NORTHCENTRAL ZONE, UTILIZING ALLTERA RTKNET VRS NETWORK SYSTEM. DISTANCES CAN BE CONVERTED TO SURFACE DISTANCES BY MULTIPLYING EACH DISTANCE BY A COMBINED SCALE FACTOR OF 1.0001218. AREA SHOWN IS SURFACE AREA.

THIS DESCRIPTION WAS PREPARED TO ACCOMPANY A SURVEY MAP OF THE DESCRIBED PROPERTY.

Tarrant County Transportation Services Department  
TBPELS Firm No. 1013100

**RELEASED FOR APPRAISAL PURPOSES**

**PRELIMINARY: THIS DOCUMENT SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT AND SHALL NOT BE RECORDED FOR ANY PURPOSE.**

June 24 2024  
Robert “Bob” Viscome  
Texas Registration No. 5605

**EXHIBIT “C”**

**FORM 1295**