



06#139903

**COMMISSIONERS COURT  
COMMUNICATION**

REFERENCE NUMBER \_\_\_\_\_

PAGE 1 OF 33

DATE: 12/13/2022

**SUBJECT: APPROVAL OF PURCHASE AND SALE AGREEMENT BETWEEN  
TARRANT COUNTY AND THE CITY OF LAKE WORTH FOR THE  
SALE OF REAL PROPERTY LOCATED AT 6620 AND 6624  
CHARBONNEAU ROAD, LAKE WORTH, TEXAS AND  
AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE  
CLOSING DOCUMENTS RELATED TO THE SALE**

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court approve a Purchase and Sale Agreement between Tarrant County and the City of Lake Worth for the sale of real property located at 6620 and 6624 Charbonneau Road, Lake Worth, Texas and authorize the County Administrator to execute closing documents related to the sale.

**BACKGROUND**

The property located at 6620 Charbonneau Road is a 0.57 acre tract of land and 6624 Charbonneau Road is a 0.268 acre tract of land. The properties abut the south boundary of the Northwest Subcourthouse. The City of Lake Worth will use the property to construct and operate a new Fire Station.

The Purchase and Sale Agreement includes the following terms:

1. Sale price of \$345,000.00 to be paid to Tarrant County by the City of Lake Worth.
2. Mineral rights will remain with Tarrant County.
3. Tarrant County and the City of Lake Worth will equally share the closing costs.
4. Closing will occur within five (5) days after both parties execute the Sales Agreement.

The Criminal District Attorney's Office has reviewed the Agreement as to form.

**FISCAL IMPACT**

The fiscal impact is \$345,000.00 to be paid to Tarrant County by the City of Lake Worth, Texas. The closing costs for title, policy, survey and closing are estimated to be approximately \$5,000.00.

SUBMITTED BY: Facilities Management

PREPARED BY: Michael Amador  
APPROVED BY:



## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the Effective Date (defined below) by and between the **Tarrant County, Texas**, a political subdivision of the State of Texas ("Seller"), and the **City of Lake Worth, Texas**, a home-rule municipal corporation ("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 located at 6620 and 6624 Charbonneau Road, Lake Worth, Tarrant County, Texas 76135, 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 3 below (collectively, "Permitted Encumbrances"). Seller shall grant Buyer all reasonable cooperation to abandon or vacate any streets or alleys on the Property subsequent to Closing, subject to City Council's approval.

(b) **Mineral Reservation.** Seller excepts and reserves all interest in and to any oil, gas, and other minerals on, in and under all of the Property, together with the right of ingress and egress for the purposes of exploring for, drilling for, producing and marketing said oil, gas and other minerals, including the right to use all and any part of the surface of the Property as may be necessary or convenient in connection with all or any of said purposes. Buyer receives no mineral rights.

### **Section 2. Purchase Price.**

(a) The total purchase price for the Property is THREE HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$345,000.00); ("Purchase Price").

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

### **Section 3. 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 to be shared equally between the Buyer and Seller, the following:

(1) An Owner's Commitment for Title Insurance ("Title Commitment") covering the Property from Rattikin ("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 five (5) business days after the Effective Date, Seller shall deliver to Buyer copies of (1) the existing surveys of the Property, if any (the "Existing Surveys"), (2) any existing Phase I or Phase II environmental reports of the Property, and (3) any floor plans, site plans, engineering plans, soil reports, lease agreements (including mineral leases), or other agreements affecting the Property within Seller's possession, (collectively, such reports and other information furnished by Seller to Buyer in connection with this transaction being referred to herein as the "Seller's Information"). If this Agreement terminates for any reason, Buyer shall return the Seller's Information to Seller.

(c) Within five (5) days of the Effective Date of this Agreement, Seller shall deliver to Buyer any existing survey(s) and/or plat(s) of the Property. The legal description from the Survey will be used in all closing documents requiring a description of the Property.

(d) Buyer must give Seller written notice of any objections ("Objections") to the Title Commitment or the Survey within ten (10) business days after receiving the last of the Title Commitment, copies of all instruments referenced in the Title Commitment, Seller's Information and the Survey (the "Objection Period"). Any item shown on the Title Commitment and/or the Survey to which Buyer does not timely object in writing prior to the expiration of the Objection Period shall be deemed a Permitted Encumbrance. If Buyer gives written notice of Objections to Seller during the Objection Period, then Seller, without obligation to spend any money or to bring suit to cure the Objections, may cure the Objections and/or commit in writing to cure one or more



of the Objections by providing written notice of such election to Buyer on or before the date that is five (5) days prior to the expiration of the Feasibility Period (defined below) (the "Cure Period"). Notwithstanding the foregoing, Buyer shall not be required to object to any matter appearing on Schedule C of the Title Commitment and such shall not be a Permitted Encumbrance, unless expressly agreed in writing by Buyer.

(e) 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 3.

#### **Section 4. Closing.**

(a) The closing ("Closing") of the sale of the Property by Seller to Buyer shall be held at the offices of Rattikin Title, 201 Main Street, Suite 800, Fort Worth, Texas 76102 on December 16, 2022 ("Closing Date"); unless an earlier date is agreed to in writing by Seller and Buyer; provided, however, in the event that the parties agree that the Closing shall be held on a date that is prior to the expiration of the Feasibility Period, the Feasibility Period shall automatically expire on such earlier Closing Date.

(b) At the Closing, all of the following must occur, all of which are concurrent conditions:

(1) Seller shall deliver or cause to be delivered to Buyer the following:

(i) A Special Warranty Deed substantially in the form of **Exhibit "B"** attached hereto (the "Deed"), executed and acknowledged by Seller, conveying to Buyer good and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements,

assessments, and restrictions, except for the Permitted Encumbrances applicable to the Property; and

(ii) An Owner Policy of Title Insurance ("Owner Policy") issued by the Title Company to Buyer for the Purchase Price insuring that, upon Closing, Buyer is the owner of indefeasible fee simple title to the Property subject only to the Permitted Encumbrances, and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance. Buyer may, at Buyer's sole expense, request that the survey exception be limited to "shortages in area." The printed form exception for restrictive covenants must be deleted unless one or more restrictive covenants are included among the Permitted Encumbrances; and

(iii) Evidence reasonably satisfactory to the Title Company that the person executing the Closing documents on behalf of Seller has full right, power, and authority to do so; and

(iv) Seller's affidavit setting forth its U.S. Taxpayer Identification Number, its office address, and its statement that it is not a "foreign person" as defined in Internal Revenue Code §1445, as amended; and

(2) Buyer shall deliver or cause to be delivered to Seller the following:

(i) Immediately available funds via wire transfer in an amount equal to the Purchase Price sent to the Title Company; and

(ii) Evidence reasonably satisfactory to the Title Company that the person executing the Closing documents on behalf of Buyer has full right, power, and authority to do so.

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

(c) Ad valorem and similar taxes and assessments, owner's association assessments, and all items of expense relating to the Property, if any, will be prorated between Seller and Buyer as of the Closing Date, based on estimates of the amount of taxes and assessments that will be due and payable on the Property during the year in which the Closing Date occurs. The proration estimates will be taken from the most recent tax and assessment statements available at Closing and will be deemed final and not subject to post-Closing adjustment.

(d) 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 5. 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 to Seller's current actual knowledge:

(1) Seller is a political subdivision of the state of 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) 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) 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) 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) 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 5(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 6. Possibility of Reverter**

If any part of the Property is not developed, used and maintained exclusively for the purposes of a fire station, or if any part ceases to be used and maintained for any of such purposes, or if any part be used for any other purpose inconsistent with a fire station, then all the right, title, and interest in and to the Property and to the improvements on the Property shall, at the Seller's sole discretion, immediately revert to and revest in Seller, as fully and completely as if this instrument had not been executed. If the Property reverts and revests to Seller, Buyer shall receive from Seller a return of the Purchase Price of THREE HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$345,000.00) within ninety (90) days, less costs required to remediate the Property. This possibility of reverter shall expire and become moot if Buyer (i) completes construction of a fire station within four (4) years of the Effective Date of this Agreement or (ii) issues a certificate of occupancy to a fire station, whichever occurs first.

#### **Section 7. 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 representatives 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. 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 8. 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 and except as set forth in Section 1(a) above; (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 9. 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 10. 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 11. 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 12. 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:

G.K. Maenius  
County Administrator Tarrant County  
100 East Weatherford Street, Suite 404  
Fort Worth, Texas 76196  
Email Address: [gkmaenius@tarrantcounty.com](mailto:gkmaenius@tarrantcounty.com)

with a copy to:

Michael Amador  
Facilities Management Interim Director Tarrant County  
100 West Weatherford Street, Room 460-B  
Fort Worth, Texas 76196  
Email Address: [maamador@tarrantcounty.com](mailto:maamador@tarrantcounty.com)

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

City of Lake Worth  
3805 Adam Grubb  
Lake Worth, TX 76135  
Attn: Stacey Almond, City Manager  
Email address:

with a copy to:

City of Lake Worth  
3805 Adam Grubb  
Lake Worth, TX 76135  
Attn: City Attorney

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

Rattikin Title  
Megan Newburn  
100 201 Main Street, Suite 800  
Fort Worth, Texas 76102

(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 13. 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 14. Assigns.**

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 15. Effective Date.**

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

### **Section 16. 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 17. 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 18. Governing Law.**

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

**Section 19. 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 20. Venue.**

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

**Section 21. 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 22. 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 23. Attorneys' Fees.**

If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

**Section 24. 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 25. 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 26. 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 Tarrant County Hospital District d/b/a JPS Health Network Board of Managers and the Commissioners Court of Tarrant County.

**Section 27. 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 28. 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 29. 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 26, 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.

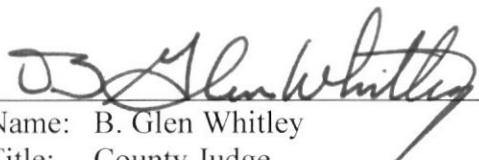
**Section 30. No Waiver of Sovereign Immunity.**

It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it. By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

EXECUTED in Fort Worth, Tarrant County, Texas to be effective as of the date of last execution by the Seller and the Buyer (the "Effective Date").

**SELLER:**

**Tarrant County, Texas**

  
Name: B. Glen Whitley  
Title: County Judge

Date: December 13, 2022

**BUYER:**

**City of Lake Worth,  
a Texas home-rule municipal corporation**

  
Name: Stacey Almond  
Title: City Manager

Date: 12/7/2022


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.

CERTIFICATION OF AVAILABLE FUNDS: N/A

  
Auditor's Office

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROPERTY**

#### **LEGAL DESCRIPTION**

#### **6620 Charbonneau Road, Lake Worth, Tarrant County, Texas 76135**

Being two tracts of land situated in the Moses Townsend Survey, Abstract Number 1552, City of Lake Worth, Tarrant County, Texas and more particularly those two certain tracts of land conveyed to Scott Smith by instrument recorded in Probate Cause Number 2010-PR02430-2, Probate Court, Tarrant County, Texas; the description of Tract 1 being contained within the instrument recorded in Volume 3408, Page 39, Deed Records, Tarrant County, Texas and the description of Tract 2 being contained within the instrument recorded in Volume 7008, Page 156, said Deed Records and being more particularly described as follows:

#### **TRACT 1**

BEGINNING at a 5/8-inch iron rod set in the north line of the Charbonneau Drive right-of-way (a 60-foot public right-of-way) for the Southwest corner of said Tract 2 and the Southeast corner of the tract herein described, from which a 5/8-inch iron rod found in the north line of said Charbonneau Drive right-of-way for the Southeast corner of said Tract 2 and the Southwest corner of Lot 1A, Block A, Pop Holdings Addition, an addition to the City of Lake Worth as recorded in instrument number D207128188, Official Public Records, Tarrant County, Texas bears N 83°55'00" E, a distance of 89.00 feet;

- (1) THENCE S 83°55'00" W, with the North line of said Charbonneau Drive right-of-way, 75.00 feet to a 5/8-inch iron rod set for the Southwest corner of the tract herein described and the Southeast corner of Lot 1, Block 1, Freeman Addition, an addition to the City of Lake Worth as recorded in Cabinet B, Slide 27841 Plat Records, Tarrant County, Texas;
- (2) THENCE N 06°04'18" W, departing the North line of said Charbonneau Drive right-of-way, with the common line of said Freeman Addition and the tract herein described, a distance of 155.77 feet (call distance 156.3 feet), to the south line of Lot 1, Block 1, Firebrand Addition, an addition to the City of Lake Worth as recorded in instrument number D208103456, said Official Public Records, for the Northwest corner of the tract herein described and the Northeast corner of said Freeman Addition, from which a 'X' cut in the top of a concrete retaining wall for reference bears N 06°04'18" W, a distance of 7.29 feet;
- (3) THENCE N 83°33'56" E, with the common line of said Firebrand Addition and the tract herein described, a distance of 51.39 feet to a 'X' found in the top of a concrete retaining wall;
- (4) THENCE N 84°05'48" E, with the common line of said Firebrand Addition and the tract herein described, a distance of 23.61 feet to the Northeast corner of the tract herein described and the

Northwest corner of said Tract 2, from which a 5/8-inch iron rod set for reference bears S 06°04'18" E, a distance of 8.00 feet;

- (5) THENCE S 06°04'18" E, departing the south line of said Firebrand Addition, with the common line of the tract herein described and said Tract 2, a distance of 156.03 feet (call distance 156.3 feet) to the PLACE OF BEGINNING and containing 0.269 acres (11,698 square feet) of land, more or less.

## **TRACT 2**

BEGINNING at a 5/8-inch iron rod found in the North line of the Charbonneau Drive right-of-way (a 60-foot public right-of-way) for the Southwest corner Lot 1A, Block A, Pop Holdings Addition, an addition to the City of Lake Worth as recorded in instrument number D207128188, Official Public Records, Tarrant County, Texas and the Southeast corner of the tract herein described;

- (1) THENCE S 83°55'00" W, with the north line of said Charbonneau Drive right-of-way a distance of 89.00 feet to a 5/8-inch iron rod set for the Southeast corner of said Tract 1 and the Southwest corner of the tract herein described;
- (2) THENCE N 06°04'18" W, departing the north line of said Charbonneau Drive right-of-way, with the common line of said Tract 1 and the tract herein described, at a distance of 148.03 feet pass a 5/8-inch iron rod set for reference, in all 156.03 feet (call distance 156.3 feet) to the south line of Lot 1, Block 1, Firebrand Addition, an addition to the City of Lake Worth as recorded in instrument number D208103456, said Official Public Records, for the Northeast corner of said Tract 1 and the Northwest corner of the tract herein described;
- (3) THENCE N 84°05'48" E, with the common line of said Firebrand Addition and the tract herein described, a distance of 89.00 feet to a 5/8-inch iron rod found for the Southeast corner of said Firebrand Addition, the west most Northwest corner of said, Pop Holdings Addition, and the Northeast corner of the tract herein described;
- (4) THENCE S 06°04'18" E, with the common line of said Pop Holdings Addition and the tract herein described, a distance of 155.74 feet (call distance 156.3 feet) to the Place of Beginning and containing 0.319 acres (13,874 square feet) of land, more or less.

### **6624 Charbonneau Road, Lake Worth, Tarrant County, Texas 76135**

Lot 1, Block 1, FREEMAN ADDITION, an Addition to the City of Lake Worth, according to the plat thereof recorded in Plat Cabinet B, Slide 2784, Plat Records, Tarrant County, Texas.

**EXHIBIT "B"**

**SPECIAL WARRANTY DEED**



## **SPECIAL WARRANTY DEED**

**DATE:**

**GRANTOR:** Tarrant County, Texas

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

**GRANTEE:** City of Lake Worth

**GRANTEE'S MAILING ADDRESS:** 3805 Adam Grubb  
Lake Worth, TX 76135

**CONSIDERATION:** Ten Dollars and other good and valuable consideration.

**PROPERTY (including any improvements):**

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

**RESERVATIONS FROM CONVEYANCE:** None

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is expressly made by Grantor and accepted by Grantee subject to the Permitted Encumbrances.

### **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.

#### **Mineral Rights**

Grantor excepts and reserves all interest in and to any oil, gas, and other minerals on, in and under all of the Property, together with the right of ingress and egress for the purposes of exploring for, drilling for, producing and marketing said oil, gas and other minerals, including the right to use all and any part of the surface of the Property as may be necessary or convenient in connection with all or any of said purposes. Grantee receives no mineral rights.

#### **Possibility of Reverter**

If any part of the Property is not developed, used and maintained exclusively for the purposes of a fire station, or if any part ceases to be used and maintained for any of such purposes, or if any part be used for any other purpose inconsistent with a fire station, then all the right, title, and interest in and to the Property and to the improvements on the Property shall, at the Grantor's sole discretion, immediately revert to and revest in Grantor, as fully and completely as if this instrument had not been executed. If the Property reverts and revests to Grantor, Grantee shall receive from Grantor a return of the Purchase Price of THREE HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$345,000.00) within ninety (90) days, less costs required to remediate the Property. This possibility of reverter shall expire and become moot if Grantee (i) completes construction of a fire station within four (4) years of the date of execution of this Special Warrant Deed or (ii) issues a certificate of occupancy to a fire station, whichever occurs first.

#### **Other Conditions**

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

#### **GRANTOR**

**Tarrant County, Texas**

Approved as to Form and Legality

\_\_\_\_\_  
County Judge  
B. Glen Whitley

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

#### **GRANTEE:**

**City of Lake Worth**

Approved as to Form and Legality

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Assistant City Attorney

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 Tarrant County, Texas, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 the City of Lake Worth, a municipal corporation of Tarrant County, Texas, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

## **EXHIBIT 1**

### **LEGAL DESCRIPTION**

#### **6620 Charbonneau Road, Lake Worth, Tarrant County, Texas 76135**

Being two tracts of land situated in the Moses Townsend Survey, Abstract Number 1552, City of Lake Worth, Tarrant County, Texas and more particularly those two certain tracts of land conveyed to Scott Smith by instrument recorded in Probate Cause Number 2010-PR02430-2, Probate Court, Tarrant County, Texas; the description of Tract 1 being contained within the instrument recorded in Volume 3408, Page 39, Deed Records, Tarrant County, Texas and the description of Tract 2 being contained within the instrument recorded in Volume 7008, Page 156, said Deed Records and being more particularly described as follows:

#### **TRACT 1**

BEGINNING at a 5/8-inch iron rod set in the north line of the Charbonneau Drive right-of-way (a 60-foot public right-of-way) for the Southwest corner of said Tract 2 and the Southeast corner of the tract herein described, from which a 5/8-inch iron rod found in the north line of said Charbonneau Drive right-of-way for the Southeast corner of said Tract 2 and the Southwest corner of Lot 1A, Block A, Pop Holdings Addition, an addition to the City of Lake Worth as recorded in instrument number D207128188, Official Public Records, Tarrant County, Texas bears N 83°55'00" E, a distance of 89.00 feet;

- (1) THENCE S 83°55'00" W, with the North line of said Charbonneau Drive right- of-way, 75.00 feet to a 5/8-inch iron rod set for the Southwest corner of the tract herein described and the Southeast corner of Lot 1, Block 1, Freeman Addition, an addition to the City of Lake Worth as recorded in Cabinet B, Slide 27841 Plat Records, Tarrant County, Texas;
- (2) THENCE N 06°04'18" W, departing the North line of said Charbonneau Drive right-of-way, with the common line of said Freeman Addition and the tract herein described, a distance of 155.77 feet (call distance 156.3 feet), to the south line of Lot 1, Block 1, Firebrand Addition, an addition to the City of Lake Worth as recorded in instrument number D208103456, said Official Public Records, for the Northwest corner of the tract herein described and the Northeast corner of said Freeman Addition, from which a 'X' cut in the top of a concrete retaining wall for reference bears N 06°04'18" W, a distance of 7.29 feet;
- (3) THENCE N 83°33'56" E, with the common line of said Firebrand Addition and the tract herein described, a distance of 51.39 feet to a 'X' found in the top of a concrete retaining wall;
- (4) THENCE N 84°05'48" E, with the common line of said Firebrand Addition and the tract herein described, a distance of 23.61 feet to the Northeast corner of the tract herein described and the Northwest corner of said Tract 2, from which a 5/8-inch iron rod set for reference bears S 06°04'18" E, a distance of 8.00 feet;

- (5) THENCE S 06°04'18" E, departing the south line of said Firebrand Addition, with the common line of the tract herein described and said Tract 2, a distance of 156.03 feet (call distance 156.3 feet) to the PLACE OF BEGINNING and containing 0.269 acres (11,698 square feet) of land, more or less.

## **TRACT 2**

BEGINNING at a 5/8-inch iron rod found in the North line of the Charbonneau Drive right-of-way (a 60-foot public right-of-way) for the Southwest corner Lot 1A, Block A, Pop Holdings Addition, an addition to the City of Lake Worth as recorded in instrument number D207128188, Official Public Records, Tarrant County, Texas and the Southeast corner of the tract herein described;

- (1) THENCE S 83°55'00" W, with the north line of said Charbonneau Drive right-of-way a distance of 89.00 feet to a 5/8-inch iron rod set for the Southeast corner of said Tract 1 and the Southwest corner of the tract herein described;
- (2) THENCE N 06°04'18" W, departing the north line of said Charbonneau Drive right-of-way, with the common line of said Tract 1 and the tract herein described, at a distance of 148.03 feet pass a 5/8-inch iron rod set for reference, in all 156.03 feet (call distance 156.3 feet) to the south line of Lot 1, Block 1, Firebrand Addition, an addition to the City of Lake Worth as recorded in instrument number D208103456, said Official Public Records, for the Northeast corner of said Tract 1 and the Northwest corner of the tract herein described;
- (3) THENCE N 84°05'48" E, with the common line of said Firebrand Addition and the tract herein described, a distance of 89.00 feet to a 5/8-inch iron rod found for the Southeast corner of said Firebrand Addition, the west most Northwest corner of said, Pop Holdings Addition, and the Northeast corner of the tract herein described;
- (4) THENCE S 06°04'18" E, with the common line of said Pop Holdings Addition and the tract herein described, a distance of 155.74 feet (call distance 156.3 feet) to the Place of Beginning and containing 0.319 acres (13,874 square feet) of land, more or less.

### **6624 Charbonneau Road, Lake Worth, Tarrant County, Texas 76135**

Lot 1, Block 1, FREEMAN ADDITION, an Addition to the City of Lake Worth, according to the plat thereof recorded in Plat Cabinet B, Slide 2784, Plat Records, Tarrant County, Texas.

## Purchaser's Settlement Statement

Rattikin Title Company  
201 Main Street, Suite 800  
Fort Worth, TX 76102  
Phone: (817)332-1171 Fax: (817)877-4237

Close of escrow: 12/16/22

Purchaser: The City of Lake Worth

Seller: Tarrant County, Texas

Lender:

Loan Number:

Property location: 6620 & 6624 Charbonneau Rd  
Lake Worth, TX 76135

Escrow no.: 22-3518

Escrow officer: Megan Newburn

### DEBITS

<b>Financial Consideration</b>		
Contract sales price		345,000.00
<b>Escrow Charges</b>		
Escrow Fee to Rattikin Title Company		550.00
Tax Report to Tarrant County Real Property Tax Service		53.30
<b>Title Charges</b>		
Owner's policy premium to Rattikin Title Company		1,061.50
Texas Title Policy Guaranty Fee to Texas Title Insurance Guaranty Association		1.00
Policies issued:		
Owners Policy		
Coverage: 345,000.00	2,123.00	
Version: Owner's Policy of Title Insurance (T-1)		
<b>Recording Charges</b>		
Recording fees to TARRANT COUNTY		31.00
E-Recording Fee to Rattikin Title Company (E-Recording)		3.20
<b>Total Reductions to Amount Due</b>	<b>TOTAL DEBITS</b>	<b>346,700.00</b>
<b>BALANCE</b>		
<b>Cash From Buyer</b>		
		<b>346,700.00</b>
<b>Balance Due FROM Purchaser</b>		<b>346,700.00</b>

Purchaser understands the closing or Escrow Agent as assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement.

Purchaser understands that tax and insurance proration and reserves were based on figures for the preceeding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Rattikin Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

The City of Lake Worth

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

Rattikin Title Company  
Settlement Agent

\_\_\_\_\_  
CLOSING OR ESCROW AGENT

\_\_\_\_\_  
FORWARDING ADDRESS



## Seller's Settlement Statement

Rattikin Title Company  
201 Main Street, Suite 800  
Fort Worth, TX 76102  
Phone: (817)332-1171 Fax: (817)877-4237

Close of escrow: 12/16/22

Borrower: The City of Lake Worth

Seller: Tarrant County, Texas

Lender:

Loan Number:

Property location: 6620 & 6624 Charbonneau Rd  
Lake Worth, TX 76135

Escrow no.: 22-3518

Escrow officer: Megan Newburn

DEBITS	
<b>Escrow Charges</b>	
Escrow Fee to Rattikin Title Company	550.00
Tax Report to Tarrant County Real Property Tax Service	53.30
<b>Title Charges</b>	
Owner's policy premium to Rattikin Title Company	1,061.50
Texas Title Policy Guaranty Fee to Texas Title Insurance Guaranty Association	1.00
<b>Recording Charges</b>	
Recording fees to TARRANT COUNTY	31.00
E-Recording Fee to Rattikin Title Company (E-Recording)	3.20
<b>TOTAL DEBITS</b>	<b>1,700.00</b>
CREDITS	
<b>Financial Consideration</b>	
Contract sales price	345,000.00
<b>TOTAL CREDITS</b>	<b>345,000.00</b>
BALANCE	
<b>To Seller</b>	<b>\$343,300.00</b>

Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement.

Seller understands that tax and insurance proration and reserves were based on figures for the preceeding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Borrower and Seller direct.

The undersigned hereby authorizes Rattikin Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

Tarrant County, Texas

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

Rattikin Title Company  
Settlement Agent

CLOSING OR ESCROW AGENT

FORWARDING ADDRESS

\* Interest of existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from lienholder.

# RATTIKIN TITLE

## AFFIDAVIT AS TO DEBTS AND LIENS

**DATE:** DATED AS OF THE JURAT, OR WHEN MORE THAN ONE, THE FIRST COMPLETED JURAT.

**RE:** PROPERTY (HEREINAFTER CALLED "subject property") fully described in said file:

Tract A:

Lot 1, Block 1, FREEMAN ADDITION, an Addition to the City of Lake Worth, Tarrant County, Texas, according to plat recorded in Cabinet B, Slide 2784, Deed Records of Tarrant County, Texas.

Tract B:

Being two tracts of land situated in the Moses Townsend Survey, Abstract Number 1552, City of Lake Worth, Tarrant County, Texas and more particularly those two certain tracts of land conveyed to Scott Smith by instrument recorded in Probate Cause Number 2010-PR02430-2, Probate Court, Tarrant County, Texas; the description of Tract 1 being contained within the instrument recorded in Volume 3408, Page 39, Deed Records, Tarrant County, Texas and the description of Tract 2 being contained within the instrument recorded in Volume 7008, Page 156, said Deed Records and being more particularly described as follows:

Tract 1:

BEGINNING at a 5/8-inch iron rod set in the north line of the Charbonneau Drive right-of-way (a 60-foot public right-of-way) for the Southwest corner of said Tract 2 and the Southwest corner of the tract herein described, from which a 5/8-inch iron rod found in the north line of said Charbonneau Drive right-of-way for the Southeast corner of said Tract 2 and the Southwest corner of Lot 1A, Block A, Pop Holdings Addition, an addition to the City of Lake Worth as recorded in instrument number D207128188, Official Public Records, Tarrant County, Texas bears N 83° 55' 00" E, a distance of 89.00 feet;

(1) THENCE S 83° 55' 00" W, with the North line of said Charbonneau Drive right-of-way, 75.00 feet to a 5/8-inch iron rod set for the Southwest corner of the tract herein described and the Southeast corner of Lot 1, Block 1, Freeman Addition, an addition to the City of Lake Worth as recorded in Cabinet B, Slide 2784, Plat Records, Tarrant County, Texas;

(2) THENCE N 06° 04' 18" W, departing the North line of said Charbonneau Drive right-of-way, with the common line of said Freeman Addition and the tract herein described, a distance of 155.77 feet (call distance 156.3 feet), to the south line of Lot 1, Block 1, Firebrand Addition, an addition to the City of Lake Worth as recorded in instrument number D208103456, said Official Public Records, for the Northwest corner of the tract herein described and the Northeast corner of said Freeman Addition, from which a 'X' cut in the top of a concrete retaining wall for reference bears N 06°04'18" W, a distance of 7.29 feet;

(3) THENCE N 83° 33' 56" E, with the common line of said Firebrand Addition and the tract herein described, a distance of 51.39 feet to a 'X' found in the top of a concrete

**AFFIDAVIT AS TO DEBTS AND LIENS**  
(Continued)

retaining wall;

(4) THENCE N 84° 05' 48" E, with the common line of said Firebrand Addition and the tract herein described, a distance of 23.61 feet to the Northeast corner of the tract herein described and the Northwest corner of said Tract 2, from which a 5/8-inch iron rod set for reference bears S 06°04'18" E, a distance of 8.00 feet;

(5) THENCE S 06° 04' 18" E, departing the south line of said Firebrand Addition, with the common line of the tract herein described and said Tract 2, a distance of 156.03 feet (call distance 156.3 feet) to the PLACE OF BEGINNING and containing 0.269 acres (11,698 square feet) of land, more or less.

Tract 2:

BEGINNING at a 5/8-inch iron rod found in the North line of the Charbonneau Drive right-of-way (a 60-foot public right-of-way) for the Southwest corner Lot 1A, Block A, Pop Holdings Addition, an addition to the City of Lake Worth as recorded in instrument number D207128188, Official Public Records, Tarrant County, Texas and the Southeast corner of the tract herein described;

(1) THENCE S 83° 55' 00" W, with the north line of said Charbonneau Drive right-of-way a distance of 89.00 feet to a 5/8-inch iron rod set for the Southeast corner of said Tract 1 and the Southwest corner of the tract herein described;

(2) THENCE N 06° 04' 18" W, departing the north line of said Charbonneau Drive right-of-way, with the common line of said Tract 1 and the tract herein described, at a distance of 148.03 feet pass a 5/8-inch iron rod set for reference, in all 156.03 feet (call distance 156.3 feet) to the south line of Lot 1, Block 1, Firebrand Addition, an addition to the City of Lake Worth as recorded in instrument number D208103456, said Official Public Records, for the Northeast corner of said Tract 1 and the Northwest corner of the tract herein described;

(3) THENCE N 84° 05' 48" E, with the common line of said Firebrand Addition and the tract herein described, a distance of 89.00 feet to a 5/8-inch iron rod found for the Southeast corner of said Firebrand Addition, the west most Northwest corner of said, Pop Holdings Addition, and the Northeast corner of the tract herein described;

(4) THENCE S 06° 04' 18" E, with the common line of said Pop Holdings Addition and the tract herein described, a distance of 155.74 feet (call distance 156.3 feet) to the Place of Beginning and containing 0.319 acres (13,874 square feet) of land, more or less.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

AFFIANT is/AFFIANTS are:

- ☐ SELLER(S) of the subject property
- ☐ OWNER(S)/BORROWER(S) of a loan secured by subject property
- ☒ duly authorized Officer/Partner/Joint Venturer of Tarrant County, Texas, which is the:
  - ☒ SELLER of the subject property

**AFFIDAVIT AS TO DEBTS AND LIENS**  
(Continued)

☐ OWNER/BORROWER of a loan secured by subject property;

and each AFFIANT appearing before the respective undersigned authority on the date set forth in the respective Jurat, on oath deposes and says:

RATTIKIN TITLE COMPANY, Agent for CHICAGO TITLE INSURANCE COMPANY, has been requested to handle the closing of the transaction upon subject property and the issuance of one or more title policies. Each AFFIANT is giving this Affidavit with the understanding that RATTIKIN TITLE COMPANY, Agent for CHICAGO TITLE INSURANCE COMPANY, could not and would not issue any title insurance contracts on said property unless each AFFIANT swears to the accuracy of the statements made herein, as follows: IF THE STATEMENTS ARE UNTRUE, PLEASE MARK AN "X" IN THE PARENTHESIS, AND EXPLAIN UNDER NO. 15 ( ).

1. Affiant certifies that the sale of the above-described property is truly a "sale," and that there is no agreement or understanding whatsoever that said property will be re-transferred to Seller(s) at any future date. Affiant further certifies that said "sale" could not in any way be construed as a "loan of money."
2. The owner(s) of the subject property owe(s) no past due Federal or State taxes, no delinquent Federal assessments presently exist against owner(s), and no Federal or State liens have been filed against owner(s), EXCEPT THOSE UNDER NO. 15 ( ).
3. No delinquent State, County, City, School District, Water District or other governmental agency taxes are due or owing against subject property, and no tax suit has been filed by any State, County, Municipal, Water District or other governmental agency for taxes levied against subject property. EXCEPT THOSE UNDER NO. 15 ( ).
4. All labor and material used in the construction of improvements or repairs, if any, on the subject property have been paid for; there are now no unpaid labor or material claims against the improvements or repairs, if any, or the property upon which same are situated; and AFFIANT hereby declares that all sums of money due for the erection of improvements or repairs, if any, have been fully paid and satisfied; and there are no Mechanic's or Materialman's liens against the subject property, unless and except as shown under No. 8 and the lienholder named in No. 12 below.
5. No notices, assessments, or liens of any kind by any city, county, state or federal entity have been filed or come to the attention of AFFIANT, and owner(s) owe(s) no charges for any such, EXCEPT THOSE UNDER NO. 15 ( ).
6. No homeowners or maintenance association dues, fees, or assessments are due and owing relating to the subject property, EXCEPT THOSE UNDER NO. 15 ( ).
7. No judgment liens are filed against owner(s), EXCEPT THOSE UNDER NO. 15 ( ).
8. No suits are pending against owner(s) in Federal or State court, EXCEPT THOSE UNDER NO. 15 ( ).
9. AFFIANT knows of no adverse claim to the subject property, and so far as AFFIANT knows there are no encroachments or boundary conflicts, EXCEPT THOSE UNDER NO. 15 ( ).
10. No outstanding home improvement loans are recorded, or unrecorded, EXCEPT THE FOLLOWING:

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**AFFIDAVIT AS TO DEBTS AND LIENS**  
(Continued)

11. AFFIANT (or when on behalf of owner, such owner or any legal representative) has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with the sale and/or loan handled in the above numbered file.

12. No unpaid debts exist for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving or any personal property or fixtures that are located on the subject property, and no such systems have been purchased on time payment contracts, and no security interests on such property are secured by financing statements, security agreement or otherwise, EXCEPT THE FOLLOWING:

SECURED PARTY	APPROXIMATE AMOUNT
_____	\$ _____
_____	\$ _____

(USE NO. 15 FOR FURTHER EXPLANATION IF NECESSARY)

13. No loans of any kind exist on subject property, EXCEPT THE FOLLOWING:

CREDITOR	APPROXIMATE AMOUNT
NONE	NONE

14. There are no parties occupying, renting, leasing, residing or possessing the Property or any portion thereof, nor is Affiant aware of any parties claiming title to the subject Property or any portion thereof by reason of adverse possession, except the following who do not have an option to purchase or right of first refusal as to the Property (if none, insert 'None' below; otherwise insert 'See Rent Roll attached' below and attach rent roll):

None

15. EXCEPTIONS AND EXPLANATIONS:

16. AFFIANT UNDERSTANDS THAT THE PAYOFF AMOUNT(S) ON LOANS AND LIENS LISTED ABOVE ARE IN ACCORDANCE WITH STATEMENTS GIVEN BY THE SECURED PARTY, AND SHOULD THE SECURED PARTY REQUIRE ANY ADDITIONAL AMOUNT IN ORDER TO RELEASE SAID LOANS, AFFIANT (AND OWNER/BORROWER, IF OWNER/BORROWER IS AN ENTITY) AGREES TO PAY THAT ADDITIONAL AMOUNT AND HOLD ESCROW AGENT AND ITS UNDERWRITER HARMLESS FROM SUCH ADDITIONAL AMOUNT AND ANY OTHER LIEN NOT SPECIFICALLY REFERENCED ABOVE.

Tarrant County, Texas

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

STATE OF TEXAS

GF No.: 22-3518

**AFFIDAVIT AS TO DEBTS AND LIENS**  
(Continued)

COUNTY OF TARRANT

This instrument was sworn to, subscribed and acknowledged on \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_, of Tarrant County, Texas, on behalf of said government entity.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires:

(SEAL)

# RATTIKIN TITLE

## **AFFILIATED ENTITIES DISCLOSURE STATEMENT**

To: The City of Lake Worth  
Tarrant County, Texas

Re: 6620 & 6624 Charbonneau Rd, Lake Worth, TX 76135

Date: December 16, 2022

### **NOTICE**

Rattikin Title Company is providing you with certain closing and title insurance services in connection with the above referenced transaction. Federal law requires that providers of real estate settlement services give the parties written disclosure of its relationship with other affiliated entities which may provide other services in the same transaction. This disclosure statement shall give you notice that some or all of the owners of RATTIKIN TITLE COMPANY hold a beneficial ownership interest in the following entities, which may provide other services on your behalf in connection with your transaction.

#### Company

**Rattikin & Rattikin, L.L.P.**  
**Rattikin Exchange Services, Inc.**  
**Real Estate Information Services**  
**Tarrant County Real Property Tax Service, Inc.**  
**Alliant National Title Insurance Company**  
**Presidio Investors ATC HoldCo, LLC**

#### Type of Service Provided

**Legal documentation**  
**Tax deferred exchange services**  
**Real estate records searches**  
**Tax searches**  
**Title Insurance Underwriter**  
**Title Insurance Underwriter Holding Company**

You are NOT required to use any of the above named providers of services as a condition to the closing of your transaction or the issuance of a title insurance policy. You are advised that there may be other providers available which offer similar services, and you are free to retain another firm to provide such services to you.

By executing the acknowledgement below, you agree to utilize any services provided by the above referenced firms in connection with your transaction.

If you have any questions regarding the nature of the relationship between any of the above referenced firms, please feel free to contact your Rattikin Title Company escrow officer.



## AFFILIATED ENTITIES DISCLOSURE STATEMENT

(Continued)

### Acknowledgment

I/We have read this Disclosure Statement, and understand that I/we may purchase settlement services from some or all of the above referenced firms. I/We hereby agree to utilize the services of any of the above referenced firms in connection with the closing of the above referenced transaction, and pay for the services actually rendered.

#### BORROWER

The City of Lake Worth

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

#### SELLER

Tarrant County, Texas

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

# RATTIKIN TITLE

201 Main Street, Suite 800, Fort Worth, TX 76102 - (817)332-1171 FAX (817)877-4237

GF No.: 22-3518

## **CERTIFICATION OF NON-FOREIGN STATUS BY CORPORATION, PARTNERSHIP, TRUST OR ESTATE**

TO: The City of Lake Worth

FROM: Tarrant County, Texas

Section 1445 of the Internal Revenue Code provides that a Transferee (Buyer) of a U.S. real property interest must withhold tax if the Transferor (Seller) is a foreign person. To inform the Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned hereby certifies the following on behalf of Transferor.

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a "disregarded entity" under applicable Income Tax Regulations.
3. Transferor's U.S. Employer identification number is
4. Transferor's office address is

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under the penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

DATE: December 16, 2022

TRANSFEROR:

Tarrant County, Texas

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

# RATTIKIN TITLE

201 Main Street, Suite 800, Fort Worth, TX 76102 - (817)332-1171 FAX (817)877-4237

## EXEMPT TRANSFEROR CERTIFICATION

Re: 6620 & 6624 Charbonneau Rd, Lake Worth, TX 76135  
(Property)

### Section I: Transferor Information

1. Transferor is a (check any that apply)

- ☐ Corporation  
☒ Governmental Entity  
☐ Volume Transferor\*

2. Transferor's name is: Tarrant County, Texas

3. Transferor's address:

4. Transferor's taxpayer identification no.:

\*If you have checked Volume Transferor you must fill in Section II

### Section II

The undersigned (check as appropriate)

- ☐ has sold or exchanged during either of the prior two calendar years, or  
☐ previously sold or exchanged during the current calendar year, or  
☐ on the date of closing expects to sell or exchange during the current calendar year,

at least 25 separate items of reportable real estate to at least 25 separate transferees and each such item, at the date of closing of such items was or will be held primarily for sale or resale to customer in the ordinary course of a trade or business.

THE UNDERSIGNED CERTIFIES TO YOU UNDER THE PENALTIES OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Date: December 16, 2022

Tarrant County, Texas

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

# RATTIKIN TITLE

## Wiring Instructions For:

Rattikin Title Company  
201 Main Street, Suite 800  
Fort Worth, TX 76102  
Phone: (817)332-1171  
Fax: (817)877-4237

The wire instructions below have been assigned to this transaction by Rattikin Title Company. For security purposes, should you receive any request to change these instructions in any way, please call Megan Newburn at 817-334-1322 prior to disbursing any funds or a wire transfer.

**BANK:** Worthington National Bank  
500 Main Street  
Fort Worth, TX 76102

**CREDIT TO  
BENEFICIARY:** Rattikin Title Company Escrow Account

**ABA NO.:** 111924622

**ACCOUNT NO.:** 6029195

**In the description field, please include or reference the following:**

**Our GF No.:** 22-3518

**Customer Name:** The City of Lake Worth

**Notify:** Megan Newburn

**Please Note: This Company does not accept any ACH  
(Automated Clearing House) funds of any type or form**