



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF 29

DATE: 12/13/2022

SUBJECT: APPROVAL OF PURCHASE AND SALE AGREEMENT BETWEEN TARRANT COUNTY AND THE TARRANT COUNTY HOSPITAL DISTRICT, D/B/A JPS HEALTH NETWORK FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1101 AND 1201 S. MAIN STREET, FORT 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 Tarrant County Hospital District, d/b/a JPS Health Network (TCHD) for the purchase of real property located at 1101 and 1201 S. Main Street located in Fort Worth, Texas, and authorize the County Administrator to execute closing documents related to the sale.

BACKGROUND

The property located at 1101 and 1201 S. Main Street is an approximately 12.28 acre tract that abuts the North boundary of Rosedale Street, West boundary of Main Street, South boundary of Magnolia Street and the East boundary of Crawford Street. The property has three (3) structures, the first is a single level 73,431 square foot building which is currently occupied by the Tarrant County Public Health Department, the second structure is a single level 46,971 square foot building which is currently occupied the TCHD, and the third building is a single level 5,324 square foot building that provides HVAC to both buildings.

The purpose of the purchase is to further the progression of Tarrant County's Space Master Plan for the Tarrant County Public Health Department. Over the next few years, renovations will be requested to increase the size of the clinics, laboratory, and staff spaces to provide properly sized areas to allow Public Health staff to continue to provide health related services to the growing population in Tarrant County. The property also includes 591 parking spaces for County use.

The terms of the Purchase and Sale Agreement include the following:

1. Purchase price of \$17,143,578.00 to be paid to JPS Health Network.
2. Mineral rights are to be conveyed to Tarrant County.
3. Tarrant County will pay for all closing costs.
4. Closing will occur within five (5) days after both parties execution of the contract of sale.
5. Tarrant County will enter into an Interlocal Agreement (ILA) that allows JPS Health Network to continue to occupy the 1201 S. Main Street Building. The ILA shall commence on the effective date as stated at the beginning of this Agreement and end on December 31, 2026. The details of the ILA are in an upcoming Commissioners Court action request.

SUBMITTED BY: Facilities Management

PREPARED BY: Michael Amador
APPROVED BY:



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

FISCAL IMPACT

The fiscal impact is \$17,143,578.00 to be paid by Tarrant County to TCHD. The closing costs including the title policy and recording fees is estimated to be less than \$66,000.00.

This item has been recommended or approved for ARPA/FRF funding.



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 Hospital District d/b/a JPS Health Network**, a political subdivision of the state of Texas pursuant to Chapter 281 of the Texas Health and Safety Code ("Seller"), and **Tarrant County**, a political subdivision of the state of Texas ("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 1101 Main Street and 1201 Main Street, Fort Worth, Texas, 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 approval by the street or alley owner's governing body.

(b) **Mineral Reservation.** No reservation of minerals to Seller. Buyer receives all mineral rights.

Section 2. Purchase Price.

(a) The total purchase price for the Property is SEVENTEEN MILLION ONE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED SEVENTY-EIGHT DOLLARS AND 00/100 (\$17,143,578.00); ("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 is to be paid solely by the Buyer, the following:

(1) An Owner's Commitment for Title Insurance ("Title Commitment") covering the Property from Rattikin 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 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 fifteen (15) days of the Effective Date of this Agreement, Buyer shall obtain 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; and

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

(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.

(d) 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) Execution of the Interlocal Cooperation Agreement substantially in the form attached hereto as **Exhibit "C"** for the period after the Closing (the "ILA"); and

(iii) 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

(iv) 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

(v) 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 Republic Title; and

(ii) Execution of the ILA substantially in the form attached hereto as **Exhibit "C"** for the period after the Closing; and

(iii) 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. 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 and subject to Seller's rights to its Premises under the ILA to be executed at Closing.

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 unit of local government and a political subdivision of the state of Texas pursuant to Chapter 281 of the Texas Health and Safety Code 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) 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. 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. 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 7. 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 8. 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 9. 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 10. 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 11. 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:

Tarrant County Hospital District
Attn: Karen Duncan - CEO
1500 S. Main St.
Fort Worth, TX 76104
Telephone: (817) 927-1234
Fax: (817) 924-1207

(c) Buyer'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

with a copy to:

Michael Amador
Facilities Management Interim Director Tarrant County
100 West Weatherford Street, Room 460
Fort Worth, Texas 76196
Email Address: maamador@tarrantcounty.com

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

Rattikin Title
Megan Newburn
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 12. 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 13. 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 14. Effective Date.

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

Section 15. 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 16. 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 17. Governing Law.

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

Section 18. 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 19. Venue.

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

Section 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. 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 25, 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.

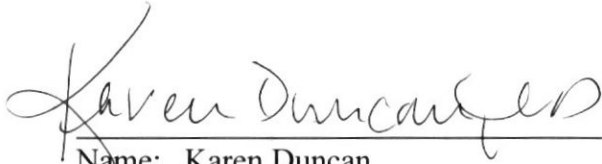
Section 29. No Waiver of Sovereign Immunity.

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.

[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 the Seller and the Buyer.

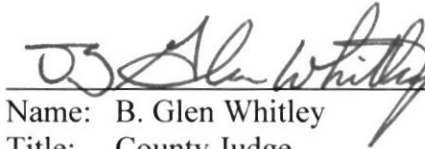
**Tarrant County Hospital District
d/b/a JPS Health Network**



Name: Karen Duncan
Title: CEO

Date: _____

Tarrant County, Texas



Name: B. Glen Whitley
Title: County Judge

Date: December 13, 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: \$17,209,578.00



Auditor's Office

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

BEING LOTS 1 AND 2, BLOCK J-A, ROSEDALE ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas according to plat recorded in Cabinet A, Slide 7318, Deed Records of Tarrant County, Texas.

EXHIBIT "B"

SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

DATE:

GRANTOR: TARRANT COUNTY HOSPITAL DISTRICT

GRANTOR'S MAILING ADDRESS: 1500 S. Main Street
Fort Worth, Texas 76104

GRANTEE: TARRANT COUNTY, TEXAS

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

CONSIDERATION: Ten Dollars and other good and valuable consideration.

PROPERTY (including any improvements):

See attached **Exhibit "1"**, 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.

Other Conditions

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

GRANTOR

TARRANT COUNTY HOSPITAL DISTRICT

Approved as to Form and Legality

CEO

Chief Legal Counsel

GRANTEE:

TARRANT COUNTY, TEXAS

Approved as to Form and Legality

County Judge
B. Glen Whitley

Assistant Criminal District 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 the Tarrant County Hospital District, a political subdivision of the state of Texas pursuant to Chapter 281 of the Texas Health and Safety Code, 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 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 _____, 2022.

Notary Public

EXHIBIT 1

LEGAL DESCRIPTION

BEING LOTS 1 AND 2, BLOCK J-A, ROSEDALE ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas according to plat recorded in Cabinet A, Slide 7318, Deed Records of Tarrant County, Texas.

