

REAL ESTATE DONATION CONTRACT

This **Real Estate Donation Contract** ("**Contract**") is between District and City as identified below and is effective on the date of the last of the signatures by authorized representatives of District and City to this Contract ("**Effective Date**"). District and City are sometimes referred to herein collectively as "**the Parties**" or individually as "**Party**."

District: THE BOARD OF TRUSTEES OF THE CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT ("**District**")
Address: 1445 North Perry Road
Carrollton, Texas 75006
Attn: Dr. Wendy Eldredge, Superintendent
Phone: (972) 968-6100
Email: eldredgew@cfbisd.edu

Type of entity: Independent School District and political subdivision of the State of Texas

District's Attorney: WALSH GALLEGOS KYLE ROBINSON & ROALSON P.C.
Address: 105 Decker Court, Suite 700
Irving, Texas 75062
Attn: Elisabeth Nelson
Phone: (214) 574-8800
Email: enelson@wabsa.com

District's Broker: None

City: CITY OF FARMERS BRANCH, TEXAS ("**City**")
Address: 13000 William Dodson Parkway
Farmers Branch, Texas 75234
Attn: Benjamin W. Williamson, City Manager
Phone: (972) 919-2515
E-mail: benjamin.williamson@farmersbranchtx.gov

City's Attorney: David M. Berman
Nichols, Jackson, Dillard, Hager & Smith, LLP

Address: 500 N Akard, Suite 1800
Dallas, Texas 75201
Phone: (214) 965-9900
E-mail: dberman@njdhs.com

City's Broker: None

Property: The surface only of two tracts of land at 2580 Valley View Lane (Dallas Central Appraisal District No. 6507332602074000, 1.343 acres, more or less) and 2590 Valley View Lane

(Dallas Central Appraisal District No. 65073326510010000, 1.01 acres, more or less), Dallas County, Texas, as generally depicted in Exhibit "A", attached hereto and incorporated herein.

The Parties acknowledge that the legal description contained in this Contract technically may be, or is, legally insufficient for the purposes of supporting an action for enforcement. As such, the Parties confirm to each other that notwithstanding the insufficiency, if any, they desire to proceed with the donation and conveyance of the Property as contemplated by this Contract. Because the Parties are desirous of executing this Contract, they agree that (a) they are experienced in transactions of the nature provided for in this Contract, (b) in fact, they are specifically familiar with the location of the Property, (c) each Party waives any and all claims of an insufficient legal description in a cause of action for performance hereunder, and (d) upon the delivery of the Survey (defined below) to City, and approval of such Survey by City and District, the metes and bounds description of the Property prepared by the Surveyor in connection with the Survey will be the description of the Property for the purposes of this Contract. The Parties agree that, upon approval of the Survey by City and District, this Contract will be deemed to be automatically amended to incorporate the metes and bounds description of the Property as prepared by the Surveyor in connection with the preparation of the Survey as Exhibit A hereto.

Title Company: Republic Title of Texas, Inc.
Address: 2626 Howell Street, 10th Floor
Dallas, Texas 75204
Attention: Amy Castro, Senior Vice President/Escrow Officer
Phone: (214) 855-8897
Fax: (214) 516-2541
E-mail: acaastro@republictitle.com

Purchase Price: The Property shall be donated and conveyed to City pursuant to Texas Local Government Code Section 272.001(1). Consideration includes the covenants and conditions contained herein and other good and valuable consideration.

County for Performance: Dallas County

A. Deadlines and Other Dates

All deadlines in this Contract expire at 5:00 P.M. Central Time. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence of this Contract.

1. **Delivery of Title Commitment:** Twenty (20) days after the Effective Date.
2. **Delivery of legible copies of instruments referenced in the Title Commitment and Survey:** Twenty (20) days after the Effective Date.
3. **Tax Certificate:** Twenty (20) days after the Effective Date.

4. Delivery of Survey: Thirty (30) days after the Effective Date.
5. Delivery of Title Objections: Ten (10) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
6. End of Inspection Period: The earlier of the Closing Date or Fifty-five (55) days after the Effective Date.
7. Closing Date: Sixty (60) days after the Effective Date, or such different date to which the Parties agree in writing.

B. Closing Documents

1. At Closing, District will deliver the following items:
 - a. A Gift Deed substantially in the form set forth in Exhibit C subject to a Fee Simple Determinable Condition with Right of Reversion in accordance with Tex. Loc. Govt. Code §272.001(1)(the “**Gift Deed**”), executed in recordable form;
 - b. IRS Non-foreign Person Affidavit;
 - c. Evidence of District’s authority to close this transaction; and
 - d. Such other documents as Title Company may reasonably require to be signed and delivered by District to close this transaction and issue the Title Policy to City, including, but not limited to, a seller’s settlement statement and a standard form of affidavit as to debts, liens, and possession relating to the Property.
2. At Closing, City will deliver the following items:
 - a. The Gift Deed countersigned by City in recordable form;
 - b. Evidence of City’s authority to consummate this transaction; and
 - c. Such other documents as Title Company may reasonably require to be signed and delivered by City to close this transaction and issue the Title Policy to City including, but not limited to, a buyer’s settlement statement.

The documents listed in this Section B are collectively known as the “**Closing Documents**.” Unless otherwise agreed by the Parties before Closing, the Gift Deed will be prepared on the form attached as Exhibit C.

C. Exhibits

The following are attached to and are a part of this Contract:

Exhibit A – Description of the Land

Exhibit B – Representations; As is, Where is

Exhibit C – Form of Gift Deed with Fee Simple Determinable Condition

D. Donation of Property

1. The promises by District and City stated in this Contract are the consideration for the formation of this Contract. District agrees to donate and convey the Property to City, and City agrees to accept the donation of the Property, pursuant to Texas Local Government Code Section 272.001(l), and subject to the covenants and conditions stated herein:
 - a. That the City does not execute a document that purports to sell, lease, or transfer all or any part of the Property or any improvements constructed upon the Property; provided, however, nothing shall prohibit City from demolishing and removing any improvements (a) existing on the Property on the date of such conveyance or (b) constructed by City at any time in the future;
 - b. that the Property will be used by the City in carrying out a public purpose that benefits the public interest of District, including, but not limited to, historic preservation and educational purposes related to the operation of the Keenan Cemetery and City's public park system;
 - c. that City, at City's expense, shall be responsible for compliance with the requirements of all governmental authorities having jurisdiction relating to any future development and/or redevelopment of the Property including, but not limited to, all development approvals, all applicable laws, codes, ordinances, and regulations, and all matters of record affecting the Property, including, but not limited to any platting or zoning of the Property; and
 - d. that the title and right to possession of the Property shall revert to District if the City ceases to use the Property in carrying out a public purpose that benefits the public interest of District.
2. Prior to any reversion, District must give at least sixty (60) days' written notice of such possibility of reverter with an opportunity by City to cure any violation of such conditions. If City cures the violations within the cure period, the reverter shall not take place. If the reverter becomes effective, such fact shall be recorded by District in the Official Public Records of Dallas County.
3. City and District agree to terminate that certain Interlocal Agreement for Use of Property (Former Science Resource Center Property) dated October 10, 2018, at Closing.
4. The terms of this Section D shall survive closing.

E. Title and Survey

1. *Review of Title.* The following statutory notice is provided to City on behalf of the real estate licensees, if any, involved in this transaction: City is advised that it should either have the abstract covering the Property examined by an attorney of City's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "**Title Commitment**" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by City.

3. *Survey.* "**Survey**" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by a surveyor satisfactory to City, District, and Title Company, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for Category 1A Survey.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* District, through the Title Company, must deliver the Title Commitment to City by the deadline stated in section A.1 and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.2. City will obtain the Survey, at City's sole cost and expense, to be delivered by the deadline stated in Section A.4.

5. *Title Objections.* City has until the deadline stated in Section A.5 ("**Title Objection Deadline**") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify District of City's objections to any of them ("**Title Objections**"). City will be deemed to have approved all matters reflected by the Survey and Title Commitment to which City has made no Title Objection by the Title Objection Deadline. The matters that City either approves or is deemed to have approved are "**Permitted Exceptions**." If City notifies District of any Title Objections, District has ten (10) days from receipt of City's notice to notify City whether District agrees to cure the Title Objections before closing ("**Cure Notice**"). If District does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, City may, within five (5) days after the deadline for the giving of District's Cure Notice, notify District that either this Contract is terminated or City will proceed to close, subject to District's obligations to remove all exceptions that arise by, through or under District after the Effective Date, and cure only the Title Objections that District has agreed to cure in the Cure Notice. At or before closing, District must remove all exceptions that arise by, through or under District after the Effective Date of this Contract and cure the Title Objections that District has agreed to cure.

F. Inspection Period

1. *Entry onto the Property.* City may enter the Property before Closing to inspect it, subject to the following:
 - a. City must notify District in advance of City's plans to conduct tests so that District may be present during the tests;
 - b. if the Property is altered because of City's inspections, City must return the Property to its pre-inspection condition promptly after the alteration occurs;
 - c. City must deliver to District copies of all inspection reports that City prepares or receives from third-party consultants or contractors within three (3) days after their preparation or receipt; and
 - d. City must abide by any other reasonable entry rules imposed by District.
2. *City's Right to Terminate.* City may terminate this Contract for any reason by notifying District in writing before the end of the Inspection Period.

G. Representations

District's representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

H. Condition of the Property until Closing; Cooperation

1. *Maintenance and Operation.* Until Closing, District (or City as applicable) will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, District will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to City of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that City may consider the new information before the end of the Inspection Period. If District's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, City may terminate this Contract if District enters into, amends, or terminates any contract that affects the Property without first obtaining City's written consent.
2. *Casualty Damage.* District will notify City promptly after discovery of any casualty damage to the Property. District will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. City may terminate this Contract if the casualty damage that occurs before Closing would materially affect City's intended use of the Property, by giving notice to District not later than five (5) days after receipt of District's notice of the casualty (or before Closing if District's

notice of the casualty is received less than five (5) days before Closing). If City does not terminate this Contract, District will convey the Property to City in its damaged condition.

3. *Claims; Hearings.* District will notify City promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

4. *Cooperation.* District will cooperate with City (a) before and after Closing, to transfer the applications, permits, and licenses held by District and used in the operation of the Property and to obtain any consents necessary for City to operate the Property after Closing, if any, and (b) before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of City.

I. Termination

If this Contract is terminated, City will promptly return to District all documents relating to the Property that District has delivered to City and all copies that City has made of the documents, and, if requested by District, any other due diligence materials relating to the Property obtained by City. After return of the documents and copies, neither Party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract.

J. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date. At Closing, the following will occur:

a. *Closing Documents.* The Parties will execute and deliver the Closing Documents.

b. *Payment.* City will deliver any amounts that City is obligated to pay under this Contract to Title Company in funds acceptable to Title Company.

c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the funds in accordance with this Contract, record the Gift Deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the Parties' written instructions.

d. *Possession.* District will deliver possession of the Property to City, subject to the Permitted Exceptions.

2. *Transaction Costs.*

a. *District's Costs.* District will not be responsible for any costs or expenses associated with this transaction; provided, however, District shall be responsible for District's any attorneys' fees in excess of \$7,500 incurred in association with legal services provided to District by District's attorney.

b. *City's Costs.* City will pay the basic charge for the Title Policy; the escrow fee charged by Title Company; the cost to prepare the deed; the cost of certificates or reports of ad valorem taxes; the costs to obtain, deliver, and record all documents other than those to be recorded at District's expense; the costs to obtain the Survey, the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by City; the costs of work required by City to have the Survey reflect matters other than those required under this Contract; City's expenses and attorney's fees; and District's expenses and attorneys' fees in an amount not to exceed \$7,500.00.

c. *Ad Valorem Taxes.* No Ad valorem taxes shall be collected in connection with this transaction as both Parties are exempt from payment of such taxes.

d. *Post-closing Adjustments.* If errors in the prorations made at Closing are identified not later than ninety (90) days after Closing, District and City will make post-closing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.

e. *Brokers' Commissions.* City and District each represent to the other that no broker was involved in this transaction. City and District, to the extent permitted by the laws and Constitution of the State of Texas, each indemnify and agree to defend and hold the other Party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Contract, whether the claimant is disclosed to the indemnitee or not.

3. *Issuance of Title Policy.* District will cause Title Company to issue the Title Policy to City as soon as practicable after closing.

K. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the Party to whom notice is given if the attorneys have been identified by the Parties.

2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at Closing constitute the entire agreement of the Parties concerning the donation and conveyance of the Property by District to City. There are no oral representations, warranties, agreements, or promises pertaining to the donation and conveyance of the Property by District to City not incorporated in writing in this Contract.

3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the Parties.
4. *Prohibition of Assignment.* City may not assign this Contract or any of City's rights under this Contract without District's prior written consent, and any attempted assignment is void. This Contract binds, benefits, and may be enforced by the Parties and their respective successors and permitted assigns.
5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before Closing will survive termination of this Contract or Closing, and the legal doctrine of merger will not apply to such matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.
6. *Choice of Law; Venue.* This Contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any suit between the Parties arising from or relating to this Contract shall be in a state court of competent jurisdiction in Dallas County, Texas.
7. *Waiver of Default.* It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays taking any action with respect to the default.
8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.
9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the Party who drafted it will not be applied in interpreting this Contract.
11. *No Special Relationship.* The Parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
12. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

(SIGNATURE PAGE FOLLOWS.)

DISTRICT:

BOARD OF TRUSTEES OF THE CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT

By: _____

Dr. Wendy Eldredge
Superintendent of Schools

Date: _____

CITY:

CITY OF FARMERS BRANCH, TEXAS

By: _____

Benjamin W. Williamson, City Manager

Date: _____

Title Company acknowledges receipt of a copy of this Contract executed by both City and District.

Republic Title of Texas, Inc.

By: _____

Name: _____

Title _____

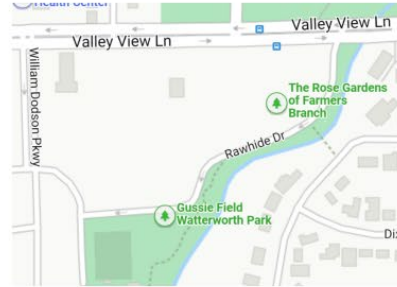
Date: _____

EXHIBIT A
DESCRIPTION OF THE LAND

CFBISD Owned Parcels

Owner Name	CARROLLTON FARMERS BRANCH
Legal Description	THOMAS KEENAN ABST 733 PG 260
Address	VALLEY VIEW LN
Attachments:	1.343 Acres
	No attachments found

[Zoom to](#) ...



CFBISD Owned Parcels

Owner Name	CARROLLTON FARMERS BRANCH
Legal Description	THOMAS KEENAN ABST 733 PG 265
Address	VALLEY VIEW LN
Attachments:	1.01 Acres
	No attachments found

EXHIBIT B

REPRESENTATIONS; AS IS, WHERE IS

A. District's Representations to City

District represents to City that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* District is an independent school district and political subdivision of the State of Texas with authority to donate the Property to City, as permitted by Texas Local Government Code, Section 272.001(l). This Contract is, and all documents required by this Contract to be executed and delivered to City at Closing will be, duly authorized, executed, and delivered by District.
2. *Litigation.* There is no litigation pending or to the best of District's knowledge threatened against District that might affect the Property or District's ability to perform its obligations under this Contract.
3. *Violation of Laws.* District has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or District's use of the Property.
4. *Licenses, Permits, and Approvals.* District has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.
5. *Condemnation; Zoning; Land Use; Hazardous Materials.* District has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.
6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, District has not obligated itself to sell the Property to any party other than City. District's performance of this Contract will not cause a breach of any other agreement or obligation to which District is a party or to which it is bound.
7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which City has given its consent.
8. *Possession.* On the Closing Date, no persons will be in possession of any part of the Property as lessees, tenants at sufferance or trespassers.

9. *No Other Representation.* Except as stated above, District makes no representation with respect to the Property.

10. *No Warranty.* District has made no warranty except the limited warranty of title in connection with this Contract.

B. “As Is, Where Is”

NOTICE: THE PROPERTY WILL BE CONVEYED TO CITY IN AN “AS IS, WHERE IS” CONDITION, WITH ALL FAULTS. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND DISTRICT’S REPRESENTATIONS TO CITY SET FORTH IN SECTION A OF THIS EXHIBIT, CITY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT DISTRICT HAS MADE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY AND THAT THE PROPERTY WILL BE CONVEYED TO CITY IN AN “AS IS, WHERE IS” CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

EXHIBIT C

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

GIFT DEED

Date: _____, 2024

Grantor: BOARD OF TRUSTEES OF THE CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 1445 North Perry Road
Carrollton, Texas 75006
Dallas County

Grantee: CITY OF FARMERS BRANCH

Grantee's Mailing Address: 13000 William Dodson Parkway
Farmers Branch, Texas 75234
Dallas County

Consideration: The Property is donated to Grantee pursuant to Texas Local Government Code, Section 272.001(1). Consideration includes the covenants and conditions contained herein and other good and valuable consideration.

Property (including improvements): [*metes and bounds description obtained from the Survey to be inserted here or attached as Exhibit "A", attached hereto and incorporated herein prior to Closing.*]

Fee Simple Determinable Condition:

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this conveyance shall be effective for only so long as Grantee does not execute a document that purports to sell, lease, or transfer all or any part of the Property or any improvements constructed upon the Property and Grantee uses the Property for a public purpose that benefits Grantor, as described below:

1. that the Grantee does not execute a document that purports to sell, lease, or transfer all or any part of the Property or any improvements constructed upon the Property;
2. that the Property will be used by the Grantee in carrying out a public purpose that benefits the public interest of Grantor, including, but not limited to, historic preservation and

educational purposes related to the operation of (i) Grantee's Keenan Cemetery and/or (ii) Grantee's public park system;

3. that Grantee, at the Grantee's expense, shall be responsible for compliance with the requirements of all governmental authorities having jurisdiction relating to any future development and/or redevelopment of the Property including, but not limited to, all development approvals, all applicable laws, codes, ordinances, and regulations, and all matters of record affecting the Property, including, but not limited to any platting or zoning of the Property; and
4. that the title and right to possession of the Property shall revert to Grantor if Grantee ceases to use the Property in carrying out a public purpose that benefits the public interest of Grantor.

Prior to any reversion, Grantor must give at least sixty (60) days' written notice of such possibility of reverter with an opportunity by Grantee to cure any violation of these conditions. If Grantee cures the violations within the cure period, the reverter shall not take place. If Grantee does not cure the violations within the cure period, the reverter becomes effective, and such fact shall be recorded in the Official Public Records of Dallas County by Grantor. If Grantor prevails in any action brought to enforce the Fee Simple Determinable Condition, to the extent permitted by the laws and constitution of the state of Texas, Grantee shall pay Grantor's costs and reasonable and necessary attorney's fees.

Reservations from and Exceptions to Conveyance and Warranty:

- A. There is hereby reserved for Grantor and Grantor's successors and assigns, all of Grantor's interest in the oil and gas minerals that are in, on and under the Property and that may be produced from it ("**Grantor's Mineral Interest**"). Grantor hereby agrees that no wells will be drilled on the surface of the Property, and no facilities of any kind (including, but not limited to, roads, pipelines, flow lines, electric power lines, tank batteries or treaters) will be placed on the surface of the Property by Grantor or by any other third party acting pursuant to Grantor's consent or authority; provided, that such facilities are permitted at levels below 500 feet below the surface of the Property to the extent that such facilities do not, in any manner whatsoever, interfere with the surface or subsurface support of the surface of the Property, including any improvements thereon. Grantor further hereby agrees that Grantor shall not have the right to use the surface of the Property and Grantor hereby waives all rights to use the surface of the Property for any purpose, including, but not limited to the right of ingress and egress upon, across and over the surface of any of the Property for the purpose of mining, drilling, accessing, exploring, operating, treating, transporting or developing the Grantor's Mineral Interest or performing seismic or other testing on the Property; provided, however, nothing herein contained shall be construed as waiving or preventing Grantor from exploring for, developing or producing the Grantor's Mineral Interest or lands pooled or unitized therewith, by pooling, by directional or horizontal drilling (including, without limitation, fracturing and other completion techniques) under the Property from surface sites located on tracts other than the Property or by any other method that does not require ingress, egress or use of the surface of the Property; provided further, however, that the well bore for any oil or gas well or any other equipment that enters the

subsurface of the Property shall be and remain at a depth of at least 500 feet below the surface of the Property; provided, however, that those operations shall in no manner interfere with the surface or subsurface support of the Property, including any improvements thereon.

- B. Those permitted exceptions listed in Exhibit “B”, attached hereto and incorporated herein as well as validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Dallas County water or utility district; and taxes for 2024, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, THE DONATION AND CONVEYANCE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED

ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, TO THE EXTENT ALLOWED BY LAW, GRANTEE RELEASES AND HOLDS GRANTOR HARMLESS FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. TO THE EXTENT ALLOWED BY LAW, GRANTEE RELEASES AND HOLDS GRANTOR HARMLESS FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE DATE OF THIS INSTRUMENT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, GIVES, GRANTS, AND CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns for as long as the Fee Simple Determinable Condition is satisfied, and if the Fee Simple Determinable Condition is not satisfied, subject to Grantee's right to cure as provided herein, the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being Grantor's intent to convey a fee simple determinable estate to Grantee. Grantor binds itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

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

BOARD OF TRUSTEES OF THE CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT

By: **EXHIBIT ONLY - NOT FOR SIGNATURE**

President, Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his/her oath stated that he/she is the President of the Board of Trustees of the Carrollton-Farmers Branch Independent School District; that he/she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on _____ 2024; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2024.

EXHIBIT ONLY - NOT FOR SIGNATURE
Notary Public, State of Texas

ACKNOWLEDGED, APPROVED, AND ACCEPTED this ___ day of _____
2024.

CITY OF FARMERS BRANCH, TEXAS

By: **EXHIBIT ONLY - NOT FOR SIGNATURE**
Benjamin W. Williamson, City Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged before me, the undersigned authority, this _____ day of _____, 2024, by Benjamin W. Williamson, City Manager for the City of Farmers Branch, Texas, a Texas home rule municipality, on behalf of such municipality.

EXHIBIT ONLY - NOT FOR SIGNATURE
Notary Public, State of Texas

Return to Grantee's Address:
City of Farmers Branch, Texas
Attn: City Secretary
13000 William Dodson Parkway
Farmers Branch, Texas 75234