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STATE OF TEXAS §

COUNTY OF TARRANT §

**CORRECTION SPECIAL WARRANTY DEED
(PURSUANT TO TEX. PROP. CODE §5.029)**

Date: _____, 2025

Grantor: City of Mansfield, Texas

Grantor’s Mailing Address: 1200 E. Broad Street, Mansfield, Texas 76063, Tarrant County

Grantee: Mansfield Independent School District, an independent school district and political subdivision of the State of Texas

Grantee’s Mailing Address: 605 E. Broad Street, Mansfield, Texas 76063, Tarrant County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the full receipt of which is hereby acknowledged.

Property (including any improvements):

The real property in Tarrant County, Texas more fully described in Exhibit “A”, attached hereto and incorporated herein by reference, together with all buildings and other improvements located thereon and all fixtures attached thereto, if any, and all rights and interests of Grantor appurtenant thereto, including all streets, alleys, rights-of-way, and easements, strips and gores, and rights of ingress and egress.

Reservation from and Exceptions to Conveyance and Warranty:

This conveyance is being made by Grantor and accepted by Grantee, subject to any and all restrictions, easements, and reservations of record in the official records of Tarrant County, Texas.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all Grantor’s interest in the oil, gas and other minerals that are in and under the Property and that may be produced from it (all of which interests are excluded from the definition of “Property”); provided however, Grantor shall not have the right of ingress and egress over the surface of the Property for mining, drilling, exploring, operating, and developing such oil, gas and other minerals. No mineral rights are conveyed by this deed.

Grantor hereby retains and expressly reserves a possibility of reverter in favor of Grantor pursuant

to which the conveyance of the Property or portion thereof shall be automatically terminated and forfeited without the necessity of any notice (except as expressly provided in this Special Warranty Deed), election or re-entry by Grantor in the event that the Property or portion thereof ceases to be used by Grantee for a public purpose, including but not limited to the provision of K-12 education, and any other ancillary and necessary services (hereinafter referred to as "Permitted Purposes"). If the condition described in the preceding sentence occurs, and if such condition continues to exist for a period of 60 days after written notice from Grantor to Grantee, then all right, title and interest of Grantee in and to the Property or portion thereof affected by the condition (together with all improvements then located on the Property or affected portion thereof) shall be automatically forfeited to and revert to Grantor.

It is the express intention of Grantor and Grantee that Grantor is conveying to Grantee an estate in fee simple determinable in and to the Property and that the provisions of the immediately preceding paragraph shall constitute conditional limitations upon the estate conveyed herein and shall not constitute a covenant or a right of re-entry for breach of condition subsequent. It is the further express intention of Grantor and Grantee that upon the occurrence of the conditions and the giving of notice and the expiration of the 60-day period as set forth in the immediately preceding paragraph, fee simple title to the Property or applicable portion thereof (including all improvements then located thereon) shall automatically be forfeited to and revert to Grantor. The automatic termination of the determinable fee simple estate conveyed hereby shall not be affected by the fact that (i) the occurrence of the condition was caused by or related to any act or failure to act by a third party or (ii) Grantee was prevented, whether by impossibility, inability or otherwise, from preventing the occurrence of the condition.

The right of reversion reserved herein to Grantor shall terminate and shall be of no further force or effect on the earlier of (i) the date on which Grantee ceases to use Property for the Permitted Purposes, as evidenced by listing of the Property for sale or listing of the Property for lease on the open market; or (ii) the date that is 21 years less one day after the death of the last survivor of any of the descendants of Queen Elizabeth II of England living on the date of execution of this Special Warranty Deed. The possibility of reverter and all other rights, options and easements retained or reserved by Grantor in this Special Warranty Deed shall be the property of and shall inure to the benefit of Grantor, its successors and assigns, and are not appurtenant to any tract of property (other than the Property). All provisions of this Special Warranty Deed applicable to Grantor and Grantee shall be applicable to their respective successors and assigns.

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, AND THE LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THE AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, THE SALE 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.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part hereof, except as to the Reservations from and Exception to Conveyance and Warranty, by, through and under Grantor, but not otherwise.

This Correction Special Warranty Deed is executed pursuant to Section 5.029 of the Texas Property Code to have the effect stated in Section 5.030 of the Texas property Code to change the legal description of the Property contained in Exhibit "A" attached to the Special Warranty Deed record under County Clerk's File No. D224073257 in the Official Public Records of Tarrant County, Texas ("Corrected Deed"), to the legal description of the Property contained in Exhibit "A" attached to this instrument to correct the legal description contained in Exhibit "A" to the Corrected Deed which omitted a portion of the Property. Each of the Grantor and Grantee have executed this Correction Special Warranty Deed and each of them acknowledges that the legal description of the Property in the Exhibit "A" attached to this Correction Special Warrants Deed should have been included in the Corrected Deed instead of the legal description of the Property

contained in Exhibit "A" attached to the Corrected Deed.

This correction deed may be executed in counterparts, and it shall not be necessary that the Grantor and Grantee execute the same counterpart of the correction deed, only that Grantor and Grantee execute at least one counterpart of this correction deed. All counterparts of this correction deed taken together shall constitute one and the same instrument.

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

Executed on the date first written above to be effective on and after April 29, 2024.

Signature Pages Follow

“GRANTOR”
City of Mansfield, Texas

By: _____
Joe Smolinski, City Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Joe Smolinski, City Manager, on behalf of the City of Mansfield, Texas, a Texas municipal corporation.

Notary Public in and for the State of Texas

“GRANTEE”

Mansfield Independent School District

By: _____
Dr. Kimberley Cantu, Superintendent

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____,
2025, by Dr. Kimberley Cantu, Superintendent of the Mansfield Independent School District.

Notary Public in and for the State of Texas

AFTER RECORDING PLEASE RETURN TO:

Mansfield Independent School District
Attn: Dr. Kimberley Cantu
605 E. Broad Street
Mansfield, Texas 76063

EXHIBIT A
Legal Description

Tract I

BEING 5.765 acres of land located within Lot 3, Block 48, HILLCREST ADDITION, 7th INSTALLMENT, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Volume 308-40, Page 9, of the Plat Records of Tarrant County, Texas. Said 5.765 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete found in the South right-of-way line of E. Broad Street at the Northeast corner of Lot 3R, Block 48, Hillcrest Addition, to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D198163594, of the Official Public Records of Tarrant County, Texas. Said POINT OF BEGINNING also lying 176.20 feet along the South right-of-way line of said E. Broad Street from the original Northwest corner of said Lot 3;

THENCE along the South right-of-way line of said E. Broad Street, as follows:

1. NORTHEASTERLY 14.07 feet, along a curve to the left, having a radius of 1,043.50 feet, a central angle of 00° 46' 21", and a chord bearing N 81° 51' 44" E 14.07 feet, to an "X" cut in concrete set at the end of said curve;

2. N 81° 51' 44" E 486.52 feet, to a ½" iron rod marked "Brittain & Crawford" set at the Northwest corner of Lot 4R, of said Block 48, Hillcrest Addition, 7th Filing, according to the plat recorded in Volume 388-45, Page 29, of the Deed Records of Tarrant County, Texas;

THENCE S 07° 59' 55" E 294.14 feet, along the West boundary line of said Lot 4R, to a ½" iron rod marked "Brittain & Crawford" set;

THENCE S 81° 49' 03" W 126.36 feet, to a ½" iron rod marked "Brittain & Crawford" set;

THENCE S 07° 59' 55" E 362.53 feet, to a ½" iron rod marked "Brittain & Crawford" set;

THENCE N 74° 44' 05" W 324.26 feet, to a ½" iron rod marked "Brittain & Crawford" set;

THENCE N 08° 08' 10" W 32.90 feet, to a ½" iron rod marked "Brittain & Crawford" set;

THENCE S 81° 46' 59" W 75.00 feet, to a ½" iron rod marked "Brittain & Crawford" set in the East boundary line of aforesaid Lot 3R, Block 48, Hillcrest Addition;

THENCE N 08° 08' 34" W 495.17 feet, along the East boundary line of said Lot 3R, the POINT OF BEGINNING containing 5.765 acres (251,122 square feet) of land.

Tract II

Being 0.677 acres of land located in a portion of Lot 3, Block 48, Hillcrest Addition, an addition to the City of Mansfield, Tarrant County, Texas according to the plat recorded in Volume 388-40,

Page 9, Plat Records, Tarrant County, Texas, and being a portion of the tract of land described in the deed to City of Mansfield, recorded in County Clerk's Instrument No. D197209860, Deed Records, Tarrant County, Texas. Said 0.677 acres of land being more particularly described as follows:

BEGINNING at a ½" iron rod stamped "Brittain & Crawford" found at the southwest corner of a tract of land described in the deed to Mansfield Independent School District (MISD), recorded in County Clerk's Instrument No. D224073257, Deed Records, Tarrant County, Texas and said iron rod found lying in the east line of Lot 3R, Block 47, Hillcrest Addition Seventh Installment, an addition to the City of Mansfield, Tarrant County, Texas according to the plat recorded in County Clerk's Instrument No. D198163594, Deed Records, Tarrant County, Texas;

THENCE along the south line of said MISD tract as follows:

1. N81°47'44"E, a distance of 75.00 feet to a ½" iron rod stamped "Brittain & Crawford" found;
2. S08°07'25"E, a distance of 32.90 feet to a ½" iron rod stamped "Brittain & Crawford" found;
3. S74°43'20"E, a distance of 324.26 feet to a ½" iron rod stamped "Brittain & Crawford" found;
4. S07°59'10"E, a distance of 75.54 feet to a ½" iron rod stamped "Beasley RPLS 6066" set in the south line of said City of Mansfield tract and lying in the north line of Southern Pacific Railroad Company;

THENCE N74°46'04"W, along the said south line, a distance of 405.64 feet to a ½" iron rod stamped "Brittain & Crawford" found at the southeast corner of said Lot 3R;

THENCE N08°07'49"W, along the east line of said Lot 3R, a distance of 76.31 feet to the point of beginning, containing 0.677 acres of land.