

**CONTRACT TO SELL REAL PROPERTY TO
THE CITY OF FORT WORTH**

STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS**
COUNTY OF TARRANT §

THAT we, Tarrant County College District, as ("Seller"), for the consideration described below, upon all of the terms and conditions hereof, agree to Grant, Sell, and Convey by General Warranty Deed to the City of Fort Worth, a municipal corporation of Tarrant County, Texas, as ("Buyer"), a good and indefeasible fee simple title, free and clear of all liens and encumbrances of any kind (except liens for current taxes and assessments) to the following described real property situated in Tarrant County, Texas, to wit

2,113 square feet of land situated in Lots 19 through 22, Block V of Daggett's Addition to the City of Fort Worth, Tarrant County, Texas and being a portion of that certain tract of land conveyed to Tarrant County Junior College District by instrument recorded in Volume 7175, Page 1044, Deed Records, Tarrant County, Texas and more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof

together with all improvements and other things incident or belonging thereto, including all right, title and interest in or to all adjoining streets, roads or alleys.

Consideration:

After completion of the Throckmorton Street re-alignment, Buyer agrees to vacate and convey to seller the 9,931 square foot parcel described on Exhibit "D" as consideration for Seller granting the 2,113 square foot property described above. The conveyance of the property contained in Exhibit "D" will be subject to existing utility easements. There shall be no monetary compensation to Seller or Buyer for the exchange of these properties.

In the event that the City should acquire the May Owen Center site (Lots 3R, 4R and 5R, Block A2R, Daggett's Addition, Volume 388-150, Page 46, Plat Records, Tarrant County Texas) from Seller in the future, Seller agrees that the purchase price of the May Owen Center shall be reduced by the value of the right of way proposed to be conveyed to Seller under this contract in excess of 2,113 square feet, with the value of the property to be established by an independent appraiser at the time of sale, but not less than \$15.50 per square foot.

Seller agrees to pay for the cost of design, permits, inspection, and construction to extend its driveway extensions in accordance with all applicable city ordinances and

regulations upon realignment of Throckmorton Street. Seller will pay for the cost of the paving removal in the vacated R.O.W. should it desire to remove the existing paving. Seller agrees to pay all costs associated with re-platting the vacated R.C.W. with the adjacent property owned by Seller.

1. **TAXES AND ASSESSMENTS:** All ad valorem property taxes, if any, on the above described property for prior years shall be paid by the Seller. Taxes, if any, for the current year shall be prorated to date of closing.
2. **TITLE:** Seller agrees to furnish a General Warranty Deed at closing. Title will, at the option of Buyer, be insured by a reputable title company selected by Buyer, having an office in Fort Worth, Tarrant County, Texas. Cost of title policy shall be paid by Buyer. In the event defects are discovered in the title which in the opinion of the Buyer cannot be cured within reasonable time, then the Buyer, in lieu of completing the purchase of the property under the terms of this agreement, can, at its sole option and election, proceed to acquire same by condemnation proceedings; in such event, Seller hereby agrees to be bound by the award of the special commissioners appointed by the Court at its determination of market value and damages, if any, which market value and damages are hereby stipulated to be and shall be the purchase price stated above.
3. **CLOSING:** Within reasonable time after this contract is approved by the City Council of the City of Fort Worth, Buyer shall place its request for a title policy covering subject property with a reputable title company having a fixed place of business in Fort Worth, Tarrant County, Texas. Closing shall be had within reasonable time after title has been approved by the title company for title insurance coverage. Seller agrees to execute and cause to be executed and deliver to Buyer at closing, a General Warranty Deed conveying indefeasible fee simple absolute title to said property together with any and all other legal instruments of conveyance or otherwise required by the title company or Buyer to consummate this transaction.
4. **SPECIAL CONDITIONS:** Seller agrees to sign a letter of environmental conditions at time of closing. Such letter is shown as attached Exhibit "C" to this contract of sale. Buyer retains the right to require a Phase I Environmental Report which must be acceptable to Buyer. Cost of the Report will be paid by Buyer.
5. **POSSESSION:** Time is of the essence of this contract. Possession of the property shall be given by Seller on date of closing. In the event possession is not given to Buyer as aforesaid, Buyer may proceed to obtain possession by whatever legal means it deems necessary. It is further understood and agreed that, in the event Seller should be permitted to retain possession at the closing, Seller shall occupy the premises as a tenant at will or tenant at sufferance of the Buyer and Seller shall be obligated to pay a fair rental to Buyer for the right to remain on the premises.

6. **RIGHT OF ENTRY:** Prior to the date of closing or in the alternative, the acquisition of the property through condemnation proceedings, Buyer, its agents, servants, employees, and independent contractors shall have the right of entry in, through, over, upon, along, and across Seller's property for the purpose of making appropriate surveys, of staking and marking rights-of-way, of making corings and other sub-surface exploration and performing all preliminary work, inspections or research that Buyer deems necessary for the public improvement.
7. **LIABILITY:** Until title has been conveyed to the Buyer, loss or damage to the above premises by fire or other casualty shall be at the risk of the Seller, and the amount thereof shall be deducted from the agreed purchase price.
8. **EXPENSES:** In the event title defects are discovered and the parties elect to cure same by appropriate legal action, the expense of such curative work shall be paid by the Seller. At closing Buyer agrees to pay for title policy, deed and other usual and customary closing cost not including curative matters.
9. **CITY COUNCIL:** Until the City Council has formally accepted same, this instrument shall constitute a firm offer by Seller to sell the herein described property for the price and on the conditions and terms herein set forth, but it shall not be binding upon the Buyer, City of Fort Worth, unless and until the consideration has been approved, accepted and payment thereof authorized in regular, open, public meeting by the City Council of the City of Fort Worth. After having been so accepted, this writing shall contain the entire agreement between parties. This contract is made with reference to and in full knowledge of the Charter and Ordinances of the City of Fort Worth and the Constitution and Statutes of the State of Texas. Said contract shall be amended only in writing and with the consent and approval of the City Council of the City of Fort Worth acting in regular, open, public meeting.

Executed in Fort Worth, Tarrant County, Texas, on this the ^{27th} ~~17th~~ day of OCTOBER, A. D. 2009.

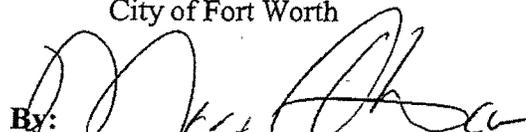
Tarrant County College District



Name: Leonardo de la Garza, PhD

Title: Chancellor

City of Fort Worth

By: 
Marc A. Ott, Assistant City Manager

City of Fort Worth, Texas
Mayor and Council Communication

COUNCIL ACTION: Approved on 10/19/2004

DATE: Tuesday, October 19, 2004
LOG NAME: 30TCCD EXCHANGE

REFERENCE NO.: **L-13935

SUBJECT:

Approval for Exchange of Property between the City of Fort Worth and Tarrant County College District for the Realignment of Throckmorton Street at Lancaster Avenue Near the Central Business District (DOE 4007)

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an agreement with Tarrant County College District (TCCD) wherein certain City property will be exchanged for certain TCCD property for the realignment of Throckmorton Street at Lancaster Avenue near the Central Business District for a total estimated cost to the City of \$3,500.

DISCUSSION:

In order to realign Throckmorton Street in connection with the Lancaster Avenue Redevelopment project, a right-of-way parcel located at the northwest corner of the 15th Street and Throckmorton Street intersection is needed from TCCD. The right-of-way parcel contains approximately 2,200 square feet.

TCCD has agreed to exchange the necessary right-of-way for a portion of existing City-owned right-of-way on Throckmorton Street from 14th Street to 15th Street. The City-owned right-of-way will become excess property after the Lancaster Avenue Reconstruction project is complete and will be vacated. The location of the parcels of land to be exchanged is shown on the attached location map.

The City's estimated closing costs totaling \$3,500 includes the cost of the title policy for the property the City will acquire, attorney's fees and filing fees.

The exchange of properties is subject to the following conditions:

1. In the event that the City acquires the May Owen Center site in the future, the City would not be required to purchase the right-of-way deeded to TCCD by the City in this transaction in excess of 2,200 square feet; and
2. The City will retain the appropriate utility easements; and
3. TCCD will pay for the cost of design, permits and construction to extend its driveway extensions in accordance with all applicable city ordinances and regulations; and
4. TCCD will pay for the cost of the paving removal in the vacated ROW, should TCCD desire to remove the existing paving.

The property is located in COUNCIL DISTRICT 9, Mapsco 77A.

FISCAL INFORMATION/CERTIFICATION:

The Finance Director certifies that funds are available in the current capital budget, as appropriated, of the Critical Capital Projects Fund.

<u>TO Fund/Account/Centers</u>	<u>FROM Fund/Account/Centers</u>
	C116 541100 030116021101 <u>\$3,500.00</u>

<u>Submitted for City Manager's Office by:</u>	Marc Ott (8476)
<u>Originating Department Head:</u>	A. Douglas Rademaker (6157)
<u>Additional Information Contact:</u>	A. Douglas Rademaker (6157)

Lancaster Redevelopment
Parcel #
DOE # 4007
1500 Throckmorton Street
Block- A-2-R, Daggett's Addition

EXHIBIT "D"
FIELD NOTES FOR RIGHT-OF-WAY ABANDONMENT
9,931 SQUARE FEET
THROCKMORTON STREET
BLOCK A-2-R, DAGGETT'S ADDITION
CITY OF FORT WORTH
TARRANT COUNTY, TEXAS

BEING 9,931 square feet of land situated in Throckmorton Street, City of Fort Worth, Tarrant County, Texas and further described as follows:

BEGINNING at the intersection of the southerly right-of-way line of West 14th Street (a called 60-foot wide right-of-way) and the easterly right-of-way line of Throckmorton Street (a called 76-foot wide right-of-way) and being the most westerly corner of Block A-2-R of DAGGETT'S ADDITION, an Addition to the City of Fort Worth according to the plat thereof recorded in Volume 388-150, Page 46, Plat Records, Tarrant County, Texas;

THENCE South 29°54'13" East along said easterly line of Throckmorton Street, 198.93 feet;

THENCE North 83°21'51" West, 90.24 feet;

THENCE North 87°20'56" West, 25.88 feet;

THENCE North 02°39'47" East, 123.57 feet to the beginning of a curve to the left;

THENCE Northerly, 16.36 feet along the arc of said curve to the left, having a central angle of 06°04'40", a radius of 154.20 feet and whose long chord bears North 00°22'13" West, 16.35 feet;

THENCE North 26°55'02" East, 23.59 feet to the **POINT OF BEGINNING** and **CONTAINING** a computed area of 0.228 acres or 9,931 square feet of land.

Prepared By: SURVCON, INC.
Dated: September 24, 2004
Job Number: 717021

NOTE: Directional control based on North American Datum of 1927.



August 19, 2004

Dr. David Wells
Tarrant County College District
1500 Houston Street
Fort Worth, Texas 76102

RE: Lancaster Avenue Reconstruction Project
DOE # 4007

Dear Dr. Wells:

It was a pleasure to meet with you the other day to discuss the proposed R.O.W. swap. The City of Fort Worth hereby requests TCCD Board consideration of proposal number 2 outlined in your August 13, 2004 letter, with two exceptions. An excerpt of the proposal is as follows:

... an exchange of properties with the College District acquiring the excess P.O.W. created by the realignment in exchange for the 2200 square feet of TCC land with no funds changing hands. Further, in the event that the City should acquire the May Owen Center site in the future, the City would not be required to purchase the right-of-way deeded to the City in this transaction in excess of the 2200 SF. The City would maintain appropriate utility easements. The City would construct required driveway extensions to the new Throckmorton right-of-way. In the event of a sale to a third party, the College District is entitled to all proceeds of the sale.

Exceptions:

1. TCCD will pay for the cost of design, permits, and construction to extend its driveway extensions in accordance with all applicable city ordinances and regulations, and;
2. TCCD will pay for the cost of the paving removal in the vacated R.O.W. should it desire to remove the existing paving.

It is our understanding that the Board will consider this matter during their August 26, 2004 meeting.

The City of Fort Worth looks forward to TCCD Board approval of this proposal as it allows the Lancaster Avenue Reconstruction Project to move forward. Please feel free to contact me at 817-392-6157 if you have any questions regarding this request.

Sincerely,

A. Douglas Rademaker, P.E., Director
Department of Engineering

Cc: Marc A. Ott, Assistant City Manager
Robert Goode, PE, T/PW
Dena Johnson, PE, DOE



ENGINEERING DEPARTMENT

THE CITY OF FORT WORTH * 1000 THROCKMORTON STREET * FORT WORTH, TEXAS 76102-6311

817-392-7941 * FAX 817-392-7854