

PURCHASE AND SALE CONTRACT

This PURCHASE AND SALE CONTRACT ("Contract") is entered into by and between **EVENT FACILITIES FORT WORTH, INC.**, a Texas non-profit corporation ("EFFW"), and the **CITY OF FORT WORTH, TEXAS**, a home-rule municipality of the State of Texas, acting by and through its duly authorized City Manager (the "City"), to be effective as of the date ("Effective Date") of the last of the parties to sign, as set forth below their signatures.

RECITALS

A. EFFW is a support organization to the Southwestern Exposition and Livestock Show ("SWELS"), and by extension, supports agricultural and livestock events at the Will Rogers Memorial Center ("WRMC") owned by the City.

B. The City currently needs that certain approximately 0.030 acres of property owned by EFFW and located along the eastern frontage of Montgomery Street at the southwest corner of Trail Drive in Fort Worth, Tarrant County, Texas, being more particularly described on **Exhibit "A"** attached hereto (the "ROW Tract") to construct a dedicated turn lane at the intersection of Trail Drive and Montgomery Street.

C. Additionally, the City currently needs a 20' x 20' electrical easement and right-of-way located on that certain approximately 0.009 acres of property owned by EFFW and located adjacent to the eastern frontage of Montgomery Street, being more particularly described on **Exhibit "B"** attached hereto (the "Easement Tract").

D. Pursuant to the terms of that certain Exchange Contract dated as of May 21, 2014, by and between EFFW and the City ("Exchange Contract"), as partial consideration owed by EFFW to the City in the amount of \$397,544.00 ("Partial Consideration"), the City would receive a credit in the amount of the Partial Consideration to be applied against a license fee to be incurred by the City under a license agreement for the City's use of a storage facility constructed by EFFW to store dirt for the SWELS and other livestock footing, as well as other storage purposes. However, a license agreement was not entered into by the parties, and therefore the Partial Consideration remains outstanding.

E. The parties desire that EFFW convey the ROW Tract to the City and grant the City an easement on the Easement Tract to the City in exchange for a reduction to the outstanding Partial Consideration under the Exchange Contract on the terms and conditions set forth in this Contract.

AGREEMENT

In consideration of the mutual covenants set forth in this Contract and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Purchase and Sale; Grant of Easement.

(a) EFFW agrees to convey the ROW Tract to the City, and the City agrees to acquire the ROW Tract, on and subject to the terms and conditions set forth in this Contract.

(b) EFFW agrees to grant the City a 20' x 20' electric and right-of-way easement (the "Easement") on the Easement Tract, on and subject to the terms and conditions set forth in this Contract.

(c) The ROW Tract shall be conveyed free and clear of all liens, claims, easements, rights-of-way, reservations, restrictions, encroachments, tenancies, leases and any other encumbrances ("Encumbrances"), except for the Encumbrances appearing in the Title Commitment or Survey for the ROW Tract, that are either not objected to or that are objected to but not cured and subsequently waived pursuant to Section 3 below ("Permitted Encumbrances"). In no event shall any liens or other monetary encumbrances be Permitted Encumbrances.

2. Valuation of ROW Tract and Easement Tract; Reduction in Outstanding Partial Consideration.

(a) The City and EFFW agree that the fair market value of the ROW Tract is \$74,924.16, based upon current appraisal performed by an independent third party appraiser.

(b) The City and EFFW agree that the fair market value of the Easement Tract is \$19,743.54, based upon current appraisal performed by an independent third party appraiser.

(c) Following the acquisition of the ROW Tract by the City and the grant of the Easement on the Easement Tract to the City pursuant to this Contract, the outstanding Partial Consideration shall be reduced by the appraised value of the ROW Tract and the appraised value of the Easement Tract, so that as of the Closing Date (defined in Section 5 below) the remaining Partial Consideration owed shall be \$302,886.30, less the City's closing costs (escrow fees and recording costs) related to the transaction contemplated by this Contract.

3. Title Commitment and Survey.

(a) Within five (5) days after the Effective Date, the City, at its sole cost and expense, may obtain the following with respect to the ROW Tract or the Easement Tract:

(i) Owner's Commitment for Title Insurance ("Title Commitment") issued by Republic Title Company as agent for First American Title Insurance Company, Fort Worth, Texas 76102 ("Title Company"), which Title Commitment shall set forth the status of the title of the ROW Tract or the Easement Tract, as applicable, and shall show all Encumbrances and other matters, if any, relating thereto; and

(ii) A legible copy of all documents referred to in the Title Commitment, including but not limited to, plats, reservations, restrictions, and easements.

(b) Within five (5) days after the Effective Date, EFFW shall provide the City with a copy of the existing survey of the ROW Tract or the Easement Tract in its possession. The City may obtain, at its sole cost and expense a new or updated survey of the ROW Tract or the Easement Tract (each a "Survey"; collectively the "Surveys"), as applicable, each consisting of a plat and field notes describing the same.

If the City elects to have a new or updated Survey prepared, the legal description from the Survey will be substituted for the legal description of the ROW Tract or the Easement Tract contained herein, as applicable, as if the legal description for the Survey had originally been a part of this Contract, and the City and EFWF agree to execute any other documents reasonably required to evidence the continued validity of this Contract. The description of the ROW Tract and the Easement Tract prepared as a part of the Surveys will be used in all of the documents set forth in this Contract that require a description of the same.

(c) If the Title Commitment or Survey for either the ROW Tract or the Easement Tract discloses any Encumbrances or other matters which are not acceptable to the City, then the City may give EFWF written notice thereof within three (3) days after receipt of the Survey or Title Commitment and all documents referred to in the Title Commitment specifying such party's objections ("Objections"), if any.

(d) If the City gives notice of Objections to EFWF, and EFWF does not cure the Objections within the three (3) day period following receipt of the notice from the City ("Cure Period"), then the City may either (i) terminate this Contract by giving written notice thereof to EFWF within three (3) days after the expiration of the Cure Period, and, upon such termination, neither party shall have any further rights or obligations hereunder, or (ii) waive the Objections and consummate the purchase of the property subject to the Objections, which shall be deemed to be Permitted Encumbrances.

4. Termination, Default, and Remedies.

(a) If either party fails to timely perform under this Contract for any reason (other than a permitted termination pursuant to this Contract or the other party's failure to perform under this Contract, then the non-defaulting party shall have the right to exercise any other right or remedy the non-defaulting party may have at law or equity by reason of such default, including but not limited to, the recovery of attorneys' fees incurred by the non-defaulting party in connection therewith.

(b) The City may terminate this Contract upon written notice to EFWF in the event that the City is prohibited or rendered unable by law from performing an obligation hereunder. In the event of termination under this Section 4(b), neither the City nor EFWF shall have any further rights or obligations hereunder.

5. Closing.

(a) The closing ("Closing") of the conveyance and acquisition of the ROW Tract and the grant of the Easement on the Easement Tract shall occur in the office of the Title Company on or before August 30, 2017, unless the City and EFWF mutually agree to a later date ("Closing Date").

(b) At the Closing, all of the following concurrent conditions shall occur:

(i) EFWF, at its sole cost and expense, shall execute and deliver or cause to be delivered to the City a Special Warranty Deed in the form attached hereto as

Exhibit "C" conveying to the City title to the ROW Tract subject only to the Permitted Encumbrances.

(ii) EFFW, at its sole cost and expense, shall execute and deliver or cause to be delivered to the City an Easement Agreement in the form attached hereto as **Exhibit "D"** granting the City the Easement on the Easement Tract.

(iii) The City shall pay the premium for an Owner's Policy of Title Insurance issued by Title Company to the City for the ROW Tract, insuring that, after the Closing, the City is the owner of indefeasible fee simple title to the ROW Tract, subject only to the Permitted Encumbrances.

(iv) EFFW and the City shall share equally in any escrow fees and recording costs.

(v) The Partial Consideration shall be reduced by the appraised value of the ROW Tract and the appraised value of the Easement Tract, so that as of the Closing Date the remaining Partial Consideration owed shall be \$302,886.30, less the City's closing costs (escrow fees and recording costs) related to the transaction contemplated by this Contract.

(c) Ad valorem and similar taxes and assessments relating to the ROW Tract shall be prorated as of the Closing Date with the City being responsible for any 2017 taxes due and payable on the ROW Tract after the Closing. EFFW shall be responsible for any 2017 taxes due and payable on the ROW Tract after the Closing Date.

(d) Upon completion of the Closing, EFFW shall deliver actual possession of the ROW Tract to the City, and the City shall take actual possession of the ROW Tract, free and clear of all tenancies of every kind and parties in possession.

6. Condition Precedent to Closing.

(a) Notwithstanding anything to the contrary, the following shall be conditions precedent to the parties' obligation to close the transaction hereunder: City being satisfied in its sole discretion with the physical condition of the ROW Tract and the Easement Tract and the results of all Tests (as hereinafter defined) conducted thereon, including, but not limited to the results of any environmental site assessments. City shall accept the ROW Tract and the Easement Tract in their AS IS condition, with no warranty or representation of any kind regarding the physical condition of the property.

(b) If the condition precedent described in Section 6(a) above is not fully satisfied on or before ten (10) days after the Effective Date, either party may give notice thereof to the other, on or before the end of the ten (10) day period whereupon this Contract shall terminate, and upon the termination, neither party shall have any further rights or obligations under this Contract.

(c) The provisions of this Section 6 shall control all other provisions of this Contract.

7. Agents. The City and EFW each represent and warrant to the other that it has not engaged the services of any agent, broker, or other similar party in connection with this transaction. Each agrees to indemnify and hold the other harmless from the claims of any agent, broker, or similar party claiming by, through or under the indemnifying party.

8. Tests. Prior to Closing, the City, at the City's sole cost and risk, may go on the ROW Tract and the Easement Tract and may make environmental inspections, surveys, test borings, soil analyses, and other tests and surveys thereon. The above-described inspections are referred to as the "Tests".

9. Representations of City. The City warrants and represents to EFW, which representations and warranties shall survive Closing regardless of what investigations EFW may make or have made with respect thereto, that:

(a) This Contract and all documents to be executed and delivered by the City at Closing are and at the Closing will be: (i) duly authorized, executed, and delivered; and (ii) legal, valid, and binding obligations of the City that do not and will not violate any provisions of any agreement to which the City is a party or to which the City is subject.

10. Representations of EFW. EFW warrants and represents to the City, which representations and warranties shall survive Closing regardless of what investigations the City may make or have made with respect thereto, that:

(a) This Contract is (i) duly authorized, executed, and delivered; and (ii) a legal, valid, and binding obligation of EFW that does not and will not violate any provisions of any agreement to which EFW is a party or to which EFW is subject.

(b) EFW has and at the Closing Date will have and will convey to City good and indefeasible fee simple title to the ROW Tract free and clear of all Encumbrances, except for the Permitted Encumbrances.

(c) To EFW's knowledge, there are no "underground storage tanks" located on the ROW Tract, as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 United States Code § 6991.

11. Miscellaneous.

(a) Any notice required or permitted shall be in writing and deemed to have been given when hand delivered or deposited in the United States mail, certified mail, addressed to such party at the address specified below. Any address for notice may be changed by notice as so given.

(b) This Contract (including the attached exhibits) contains the entire agreement between the City and EFW regarding the ROW Tract and the Easement Tract, and no oral statements or prior written matter not specifically incorporated herein shall be of any force and effect. Modifications to this Contract shall not be binding unless set forth in a document executed by each party or by a duly authorized agent or representative.

(c) This Contract inures to the benefit of and is binding on the parties and their respective legal representatives, successors, and assigns. Neither party may assign its rights hereunder at any time at or prior to Closing to any other person or entity without the prior written consent of the other party.

(d) This Contract may be signed in multiple counterparts, each of which shall be deemed an original.

(e) Time is of the essence in this Contract.

(f) Prior to Closing, risk of loss with regard to the ROW Tract shall be borne by EFFW.

(g) This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

(h) In case any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(i) Each party and its counsel have reviewed and revised this Contract, and the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

(j) The captions beside the section numbers of this Contract are for reference only and do not modify or affect this Contract. Wherever required by the context, any gender shall include any other gender, the singular includes the plural, and the plural includes the singular.


(k) The obligations under this Contract are performable in Tarrant County, Texas.

(l) The parties consent that venue of any action brought under this Contract will be in Tarrant County, Texas.

Executed by the parties as of the Effective Date.

CITY:

CITY OF FORT WORTH, TEXAS,
a home-rule municipality of the State of Texas

By: 
Name: Susan Alanis

Address: 1000 Throckmorton
Fort Worth, Texas, 76102

ATTEST:

City Secretary

APPROVED AS TO LEGALITY AND FORM:

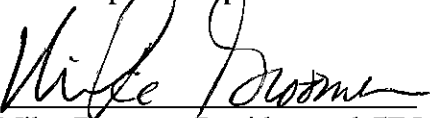
Date Executed: _____



Assistant City Attorney

EFFW:

EVENT FACILITIES FORT WORTH, INC.,
a Texas non-profit corporation

By: 
Mike Groomer, President and CEO

Date Executed: 5/30/17

EXHIBIT "A"
THE ROW TRACT

**MONTGOMERY STREET PAVING IMPROVEMENTS
FROM I-30 TO CAMP ROWIE
PARCEL No. 36
CITY PROJECT No. 02432
3401 TRAIL DRIVE
LOT 1, BLOCK 3 OF LOT 1, BLOCK 3, AND LOT 1 BLOCK 4,
OF THE WILL ROGERS MEMORIAL CENTER
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS**

EXHIBIT "A"

Being a 0.030 acre tract of land situated in the Thomas White Survey, Abstract No. 1636, City of Fort Worth, Tarrant County, Texas and being a portion of Lot 1, Block 3 of "Lot 1, Block 3, and Lot 1, Block 4, of The Will Rogers Memorial Center" as recorded in Instrument No. D212156447 of the Official Public Records of Tarrant County, Texas and being a portion of the remainder of a 1.260 acre tract of land (by deed), further described as Tract Two, deeded to Event Facilities Fort Worth, Inc. as recorded in Instrument No. D202035150 of said Official Public Records of Tarrant County, Texas said 0.030 acre tract of land being more particularly described as follows:

COMMENCING at an "X" cut in concrete found for the northwest corner of Lot 1, Block 1 of "Lot 1, Block 1 Montgomery Corner Addition", an addition to the City of Fort Worth, Tarrant County Texas as recorded in Instrument No. D211214000 of said Official Public Records of Tarrant County, Texas, said "X" cut in concrete being the southwest corner of Lot 1, Block 1 of "Lot 1, Block 1, Mid-Western Development Addition", an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 7582 of the Plat Records of Tarrant County, Texas, said "X" cut in concrete also being in the existing east right-of-way line of Montgomery Street (a variable width right-of-way); THENCE North 00 degrees 17 minutes 27 seconds West, with the west line of said "Lot 1, Block 1, Mid-Western Development Addition" and with the existing east right-of-way line of said Montgomery Street, a distance of 545.60 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the POINT OF BEGINNING of the herein described 0.030 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" being the intersection of the existing east right-of-way line of said Montgomery Street with the proposed east right-of-way line of Montgomery Street, said 5/8 inch iron rod with cap stamped "GORRONDONA" being the southwest corner of said Lot 1, Block 3, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being the intersection of the south line of said Tract Two with the existing east right-of-way line of said Montgomery Street;

THENCE North 01 degrees 09 minutes 00 seconds West, with the west line of said Lot 1, Block 3 and with the existing east right-of-way line of said Montgomery Street, a distance of 33.19 feet to a point for the intersection of the existing east right-of-way line of said Montgomery Street with the south right-of-way line of Trail Drive (a variable width right-of-way), said point being the most southerly northwest corner of said Lot 1, Block 3;

THENCE North 44 degrees 15 minutes 24 seconds East, with the north line of said Lot 1, Block 3 and with the south right-of-way line of said Trail Drive, a distance of 14.04 feet to a point for the most northerly northwest corner of said Lot 1, Block 3;

THENCE North 89 degrees 39 minutes 50 seconds East, with the north line of said Lot 1, Block 3 and with the south right-of-way line of said Trail Drive, a distance of 57.04 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the intersection of the south right-of-way line of said Trail Drive with the proposed east right-of-way line of said Montgomery Street, said 5/8 inch iron rod with cap stamped "GORRONDONA" being the beginning of a non-tangent a curve to the left having a radius of 74.00 feet, a central angle of 34 degrees 50 minutes 22 seconds, and whose chord bears South 50 degrees 11 minutes 38 seconds West, a distance of 68.15 feet;

THENCE With the proposed east right-of-way line of said Montgomery Street and with said non-tangent curve to the left, an arc length of 70.83 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the south line of said Lot 1, Block 3, said 5/8 inch iron rod with cap stamped "GORRONDONA" being in the south line of said Tract Two, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being in the north line of said "Lot 1, Block 1, Mid-Western Addition", from which a 1/2 inch iron rod with cap stamped "Beasley 4050" found for the most northerly northeast corner of said "Lot 1, Block 1, Mid-Western Addition" bears South 89 degrees 45 minutes 27 seconds East, a distance of 331.91 feet, said 1/2 inch iron rod with cap stamped "Beasley 4050" being an interior ell corner in the south line of said Lot 1, Block 3;

THENCE North 89 degrees 45 minutes 27 seconds West, with the south line of said Lot 1, Block 3, with the south line of said Tract Two, with the north line of said "Lot 1, Block 1, Mid-Western Addition", and with the proposed east right-of-way line of said Montgomery Street, a distance of 13.82 feet to the **POINT OF BEGINNING**, and containing 1,318 square feet or 0.030 acres of land, more or less.

Notes:

- (1) A plat of even survey date accompanies this legal description.
- (2) Right-of-way markers along proposed right-of-way line are 5/8 inch iron rod set with blue cap stamped "GORRONDONA" unless otherwise noted.
- (3) All bearings are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.

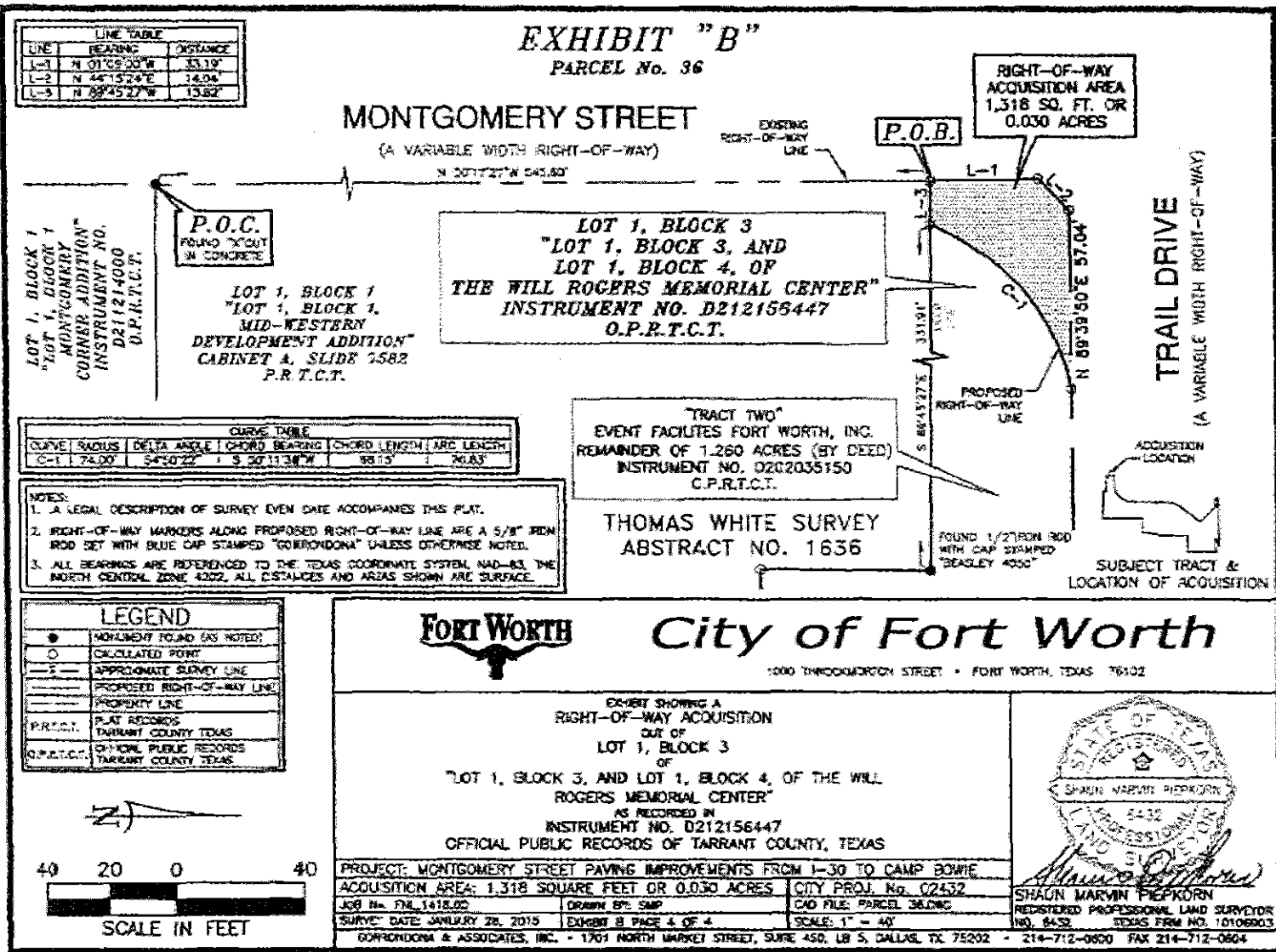


EXHIBIT "B"
THE EASEMENT TRACT

**MONTGOMERY STREET PAVING IMPROVEMENTS
FROM I-30 TO CAMP BOWIE
PARCEL No. 39
ONCOR ELECTRIC DELIVERY COMPANY
PERMANENT ELECTRIC EASEMENT
CITY PROJECT No. 02432
3498 TRAIL ROAD
LOT 1, BLOCK 5 OF LOT 1, BLOCK 5, OF THE
WILL ROGERS MEMORIAL CENTER"
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS**

EXHIBIT "A"

Being an Oncor Electric Delivery Company permanent electric easement situated in the Thomas White Survey, Abstract No. 1636, City of Fort Worth, Tarrant County, Texas and being a portion of Lot 1, Block 5 of "Lot 1, Block 5, of the Will Rogers Memorial Center", an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Instrument No. D212259325 of the Official Public Records of Tarrant County, Texas, and being a portion of a 1.049 acre tract of land (by deed) deeded to Event Facilities Fort Worth, Inc. as recorded in Instrument No. D203434188 of said Official Public Records of Tarrant County, Texas, said Oncor Electric Delivery Company permanent electric easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the southwest corner of a tract of land deeded to FAB Office, L.L.C. as recorded in Instrument No. D211079186 of said Official Public Records of Tarrant County, Texas, said 1/2 inch iron rod being the most northerly southwest corner of Lot 1R, Block 1 of Credit Union Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 8827 of the Plat Records of Tarrant County, Texas, said 1/2 inch iron rod also being in the east right-of-way line of Montgomery Street (a variable width right-of-way); **THENCE** North 00 degrees 22 minutes 29 seconds West, with the west line of said FAB Office, L.L.C. tract of land and with the east right-of-way line of said Montgomery Street, a distance of 43.64 feet to a point for corner; **THENCE** North 03 degrees 04 minutes 35 seconds West, with the west line of said FAB Office, L.L.C. tract of land and with the east right-of-way line of said Montgomery Street, a distance of 56.37 feet to a point for the northwest corner of said FAB Office, L.L.C. tract of land, said point being the most southerly northwest corner of said Lot 1R; **THENCE** North 02 degrees 51 minutes 26 seconds West, with the west line of said Lot 1R and with the east right-of-way line of said Montgomery Street, a distance of 95.13 feet to a 5/8 inch iron rod found for the northwest corner of said Lot 1R, said 5/8 inch iron rod being the southwest corner of said Lot 1, said 5/8 inch iron rod being the southwest corner of an existing 5' Utility Easement as recorded in Instrument No. D212259325 of said Official Public Records of Tarrant County, Texas, said 5/8 inch iron rod also being the southwest corner of an existing variable width Sanitary Sewer Easement as recorded in Instrument No. D212259325 of said Official Public Records of Tarrant County, Texas; **THENCE** North 89 degrees 29 minutes 40 seconds East, with the south line of said Lot 1, with the north line of said Lot 1R, with the south line of said existing 5' Utility Easement, and with the south line of said existing variable width Sanitary Sewer Easement, a distance of 5.00

Exhibit A Page 1 of 3

feet to a point for the southeast corner of said existing 5' Utility Basement; THENCE North 01 degrees 08 minutes 20 seconds West, with the east line of said existing 5' Utility Basement, a distance of 20.00 feet to the **POINT OF BEGINNING** of the herein described Oncor Electric Delivery Company permanent electric easement;

THENCE North 01 degrees 08 minutes 20 seconds West, with the east line of said existing 5' Utility Basement, a distance of 20.00 feet to a point for the intersection of the east line of said existing 5' Utility Basement with the north line of said existing variable width Sanitary Sewer Basement;

THENCE North 89 degrees 20 minutes 33 seconds East, with the north line of said existing variable width Sanitary Sewer Basement, a distance of 20.00 feet to a point for corner;

THENCE South 01 degrees 08 minutes 20 seconds East, a distance of 20.00 feet to a point for corner;

THENCE South 89 degrees 20 minutes 33 seconds West, a distance of 20.00 feet to the **POINT OF BEGINNING**, and containing 400 square feet or 0.009 acres of land, more or less.

Notes:

- (1) A plat of even survey date accompanies this legal description.
- (2) All bearings are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.

Survey Date: January 28, 2015

By: _____

Shaun Marvin Piepkorn
Registered Professional Land Surveyor
Texas No. 6432
Texas Firm No. 10106903

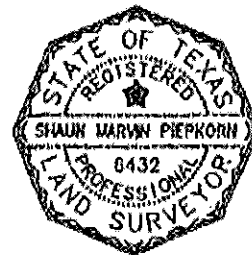
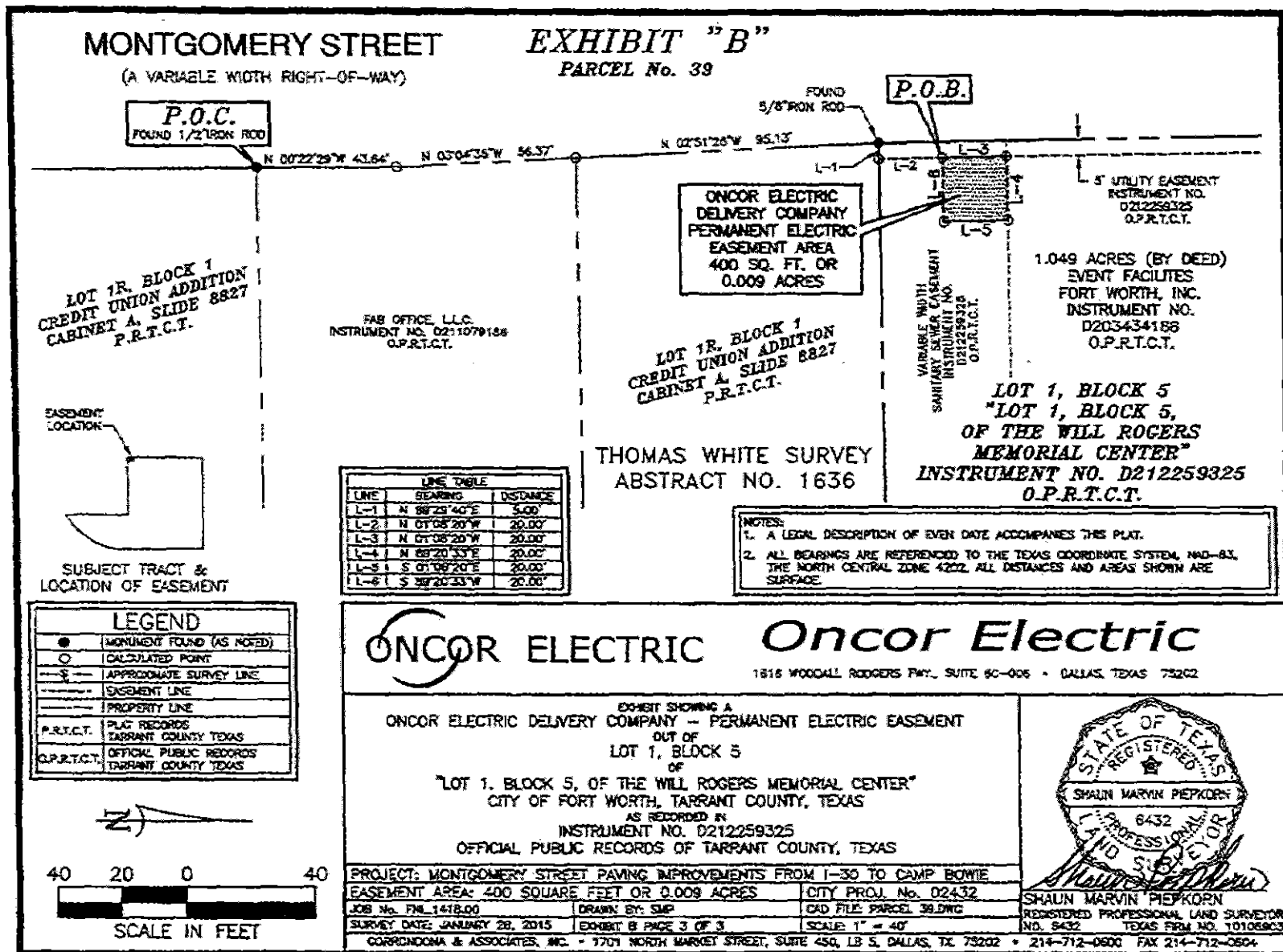


Exhibit A Page 2 of 3



FORM OF SPECIAL WARRANTY DEED

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.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property unto Grantee and its successors and assigns subject to the Permitted Exceptions, against every person whomsoever lawfully claiming or to claim the same, or any thereof, by, through or under Grantor, but not otherwise.

Ad valorem real property taxes for the year 2017 have been prorated between Grantor and Grantee on the date hereof, and Grantee hereby assumes liability for the payment of such taxes for the year 2017 and subsequent years.


[Signature Pages Follow]

EXECUTED to be effective as of the ___ day of _____, 2017.

GRANTOR:

EVENT FACILITIES FORT WORTH, INC.,
a Texas non-profit corporation

By:


Mike Groomer, President and CEO

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me on this day personally appeared Mike Groomer, President and CEO of Event Facilities Fort Worth, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of May, 2017.


Notary Public in and for the State of Texas

My Commission Expires:

(SEAL)



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Attention: _____

Exhibit "A" to Special Warranty Deed

Description of the ROW Property

**MONTGOMERY STREET PAVING IMPROVEMENTS
FROM I-30 TO CAMP BOWIE
PARCEL No. 36
CITY PROJECT No. 02432
3401 TRAIL DRIVE
LOT 1, BLOCK 3 OF LOT 1, BLOCK 3, AND LOT 1 BLOCK 4,
OF THE WILL ROGERS MEMORIAL CENTER
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS**

EXHIBIT "A"

Being a 0.030 acre tract of land situated in the Thomas White Survey, Abstract No. 1636, City of Fort Worth, Tarrant County, Texas and being a portion of Lot 1, Block 3 of "Lot 1, Block 3, and Lot 1, Block 4, of The Will Rogers Memorial Center" as recorded in Instrument No. D212156447 of the Official Public Records of Tarrant County, Texas and being a portion of the remainder of a 1.260 acre tract of land (by deed), further described as Tract Two, deeded to Event Facilities Fort Worth, Inc. as recorded in Instrument No. D202035150 of said Official Public Records of Tarrant County, Texas said 0.030 acre tract of land being more particularly described as follows:

COMMENCING at an "X" cut in concrete found for the northwest corner of Lot 1, Block 1 of "Lot 1, Block 1 Montgomery Corner Addition", an addition to the City of Fort Worth, Tarrant County Texas as recorded in Instrument No. D211214000 of said Official Public Records of Tarrant County, Texas, said "X" cut in concrete being the southwest corner of Lot 1, Block 1 of "Lot 1, Block 1, Mid-Western Development Addition", an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 7582 of the Plat Records of Tarrant County, Texas, said "X" cut in concrete also being in the existing east right-of-way line of Montgomery Street (a variable width right-of-way); THENCE North 00 degrees 17 minutes 27 seconds West, with the west line of said "Lot 1, Block 1, Mid-Western Development Addition" and with the existing east right-of-way line of said Montgomery Street, a distance of 545.60 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the POINT OF BEGINNING of the herein described 0.030 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" being the intersection of the existing east right-of-way line of said Montgomery Street with the proposed east right-of-way line of Montgomery Street, said 5/8 inch iron rod with cap stamped "GORRONDONA" being the southwest corner of said Lot 1, Block 3, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being the intersection of the south line of said Tract Two with the existing east right-of-way line of said Montgomery Street;

THENCE North 01 degrees 09 minutes 00 seconds West, with the west line of said Lot 1, Block 3 and with the existing east right-of-way line of said Montgomery Street, a distance of 33.19 feet to a point for the intersection of the existing east right-of-way line of said Montgomery Street with the south right-of-way line of Trail Drive (a variable width right-of-way), said point being the most southerly northwest corner of said Lot 1, Block 3;

THENCE North 44 degrees 15 minutes 24 seconds East, with the north line of said Lot 1, Block 3 and with the south right-of-way line of said Trail Drive, a distance of 14.04 feet to a point for the most northerly northwest corner of said Lot 1, Block 3;

THENCE North 89 degrees 39 minutes 50 seconds East, with the north line of said Lot 1, Block 3 and with the south right-of-way line of said Trail Drive, a distance of 57.04 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the intersection of the south right-of-way line of said Trail Drive with the proposed east right-of-way line of said Montgomery Street, said 5/8 inch iron rod with cap stamped "GORRONDONA" being the beginning of a non-tangent a curve to the left having a radius of 74.00 feet, a central angle of 54 degrees 50 minutes 22 seconds, and whose chord bears South 50 degrees 11 minutes 38 seconds West, a distance of 68.15 feet;

THENCE With the proposed east right-of-way line of said Montgomery Street and with said non-tangent curve to the left, an arc length of 70.83 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the south line of said Lot 1, Block 3, said 5/8 inch iron rod with cap stamped "GORRONDONA" being in the south line of said Tract Two, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being in the north line of said "Lot 1, Block 1, Mid-Western Addition", from which a 1/2 inch iron rod with cap stamped "Beasley 4050" found for the most northerly northeast corner of said "Lot 1, Block 1, Mid-Western Addition" bears South 89 degrees 45 minutes 27 seconds East, a distance of 331.91 feet, said 1/2 inch iron rod with cap stamped "Beasley 4050" being an interior ell corner in the south line of said Lot 1, Block 3;

THENCE North 89 degrees 45 minutes 27 seconds West, with the south line of said Lot 1, Block 3, with the south line of said Tract Two, with the north line of said "Lot 1, Block 1, Mid-Western Addition", and with the proposed east right-of-way line of said Montgomery Street, a distance of 13.82 feet to the **POINT OF BEGINNING**, and containing 1,318 square feet or 0.030 acres of land, more or less.

Notes:

- (1) A plat of even survey date accompanies this legal description.
- (2) Right-of-way markers along proposed right-of-way line are 5/8 inch iron rod set with blue cap stamped "GORRONDONA" unless otherwise noted.
- (3) All bearings are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.

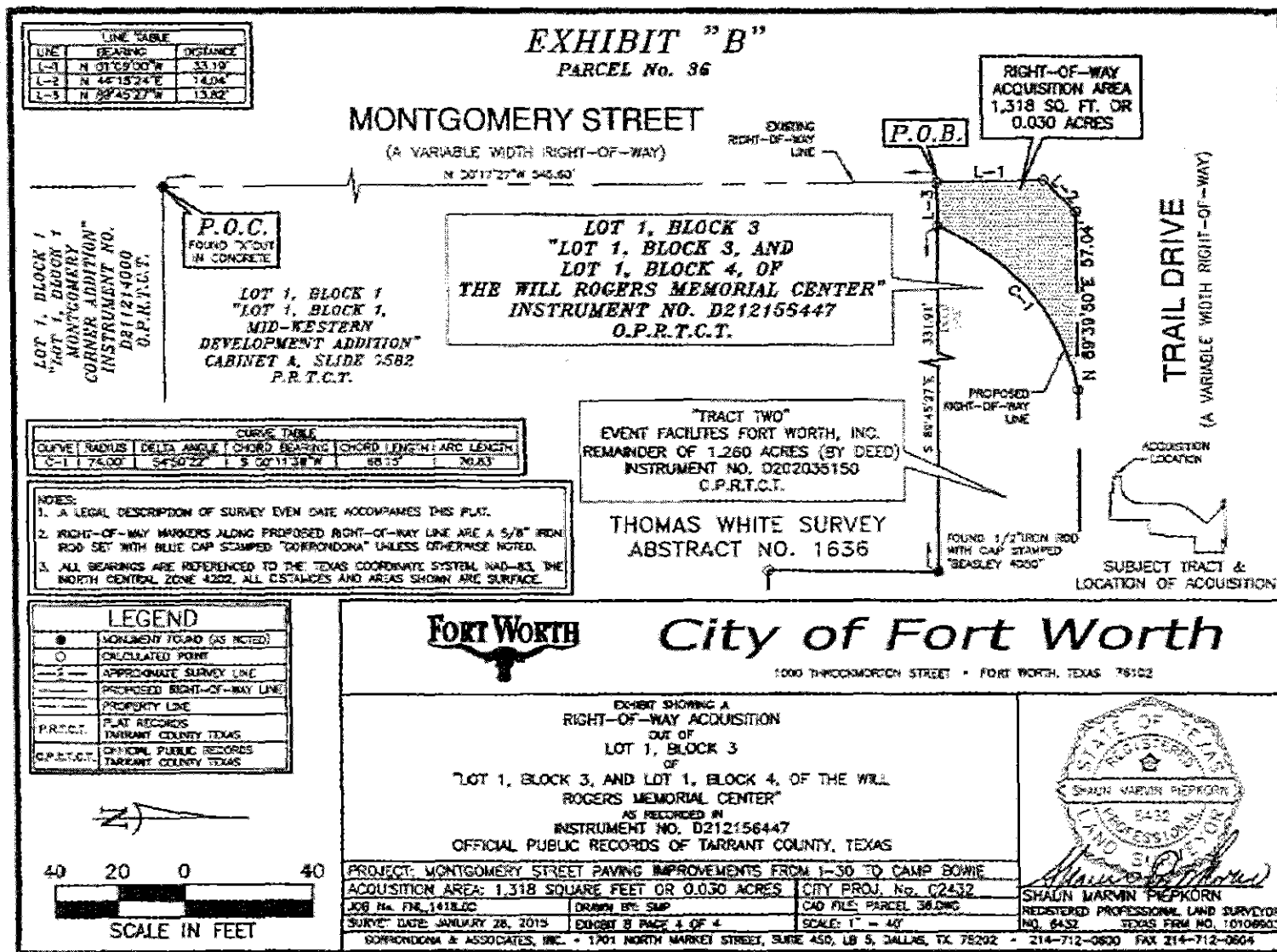


Exhibit "B " to Special Warranty Deed

Permitted Exceptions

1. Standby fees, taxes and assessments by any taxing authority for the year 2017 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of any exemption granted to a previous owner of the Property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.

FORM OF EASEMENT AGREEMENT

**MONTGOMERY STREET PAVING IMPROVEMENTS
FROM I-30 TO CAMP BOWIE
PARCEL No. 39
CITY PROJECT No. 02432
3498 TRAIL ROAD
LOT 1, BLOCK 5 OF "LOT 1, BLOCK 5 OF THE
WILL ROGERS MEMORIAL CENTER"
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS**

STATE OF TEXAS §
§
COUNTY OF TARRANT §

PROPERTY: Being a 20.0' x 20.0' permanent utility easement situated in the Thomas White Survey, Abstract No. 1636, City of Fort Worth, Tarrant County, Texas and being a portion of 1, Block 5 of "Lot 1, Block 5, of the Will Rogers Memorial Center", an addition to the City of Fort Worth, Tarrant County, Texas, as recorded in Instrument No. D212259325 of the Official Public Records of Tarrant County, Texas, and being a portion of a 1.049 acre tract of land (by deed) deeded to Event Facilities Fort Worth, Inc., as recorded in Instrument No. D203434188 2384158 1

Exhibit "D"

said Official Public Records of Tarrant County, Texas, said 20.0' x 20.0' permanent utility easement being more particularly described in Exhibit "A" attached hereto.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby GRANTS, SELLS, AND CONVEYS to GRANTEE, its successors and assigns, an exclusive, perpetual easement for the purpose of installing, using and maintaining underground electric, underground telephone, and other underground facilities of whatever kind or description that are owned either by GRANTEE or by a permittee of GRANTEE, whether such permittee is a public utility or a private entity (the "Facilities"), more fully described in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, together with the right and privilege at any and all times to enter PROPERTY, or any part thereof in addition to ingress and egress over the GRANTOR'S property, for the purpose of constructing, operating, maintaining, replacing, upgrading, and repairing said Facility; provided, however, because the PROPERTY is within an area utilized from time to time for large events at the City of Fort Worth's Will Rogers Memorial Center and Multipurpose Arena, GRANTEE or the public utility utilizing the PROPERTY agrees to co-ordinate its schedule with GRANTOR and any adjacent landowner(s) and lessee(s) of the adjacent property or facilities for any non-emergency work on the PROPERTY and to provide GRANTOR and any adjacent landowner(s) and lessee(s) of the adjacent property or facilities with advance notice of any entry onto the PROPERTY for non-emergency purposes. Appurtenances to the Facilities that cannot be installed underground but can only be installed on the surface of the PROPERTY may be installed on the surface of the PROPERTY; provided, however, all Facilities must be at least eighteen inches (18") below grade, with the installation of any above-ground Facilities within the PROPERTY being subject to the prior written consent of GRANTOR and any adjacent landowner(s) and lessee(s) of the adjacent property or facilities. Temporary Facilities (as hereinafter defined) may be constructed on the surface of the PROPERTY or above the surface of the PROPERTY; provided, however, all Facilities must be at least eighteen inches (18") below grade, with the installation of any above-ground Facilities within the PROPERTY being subject to the prior written consent of GRANTOR and any adjacent landowner(s) and lessee(s) of the adjacent property or facilities. For purposes of this agreement, "Temporary Facilities" shall mean only those surface-mounted or aboveground facilities required to service projects under construction. In no event shall Temporary Facilities be installed for more than two (2) years. Temporary Facilities shall be removed at the expense of the party that installs the Temporary Facilities. Following any construction on the PROPERTY, GRANTEE or the public utility must promptly restore the surface and any landscaping or improvements in the PROPERTY and any temporary work space utilized by GRANTEE or the public utility to, as nearly as is practicable, the condition that existed immediately prior to construction.

GRANTOR and any lessee(s) of the adjacent property or facilities reserves the right to construct, maintain, and repair paving, sidewalks, parking lots, and landscaping on the PROPERTY.

GRANTEE and each public utility or person using the PROPERTY enters the PROPERTY and brings equipment and personnel onto the PROPERTY at its sole risk and expense, waiving and releasing all claims against GRANTOR and any adjacent landowner(s) and any lessee(s) of the adjacent property or facilities located on the PROPERTY, if any, for damage or injury thereto.

TO HAVE AND TO HOLD the above-described easement, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto GRANTEE, and GRANTEE'S successors and assigns, forever; and GRANTOR does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular, the said easement, subject to all matters now of record affecting said easement, unto GRANTEE, its successors and permitted assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

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

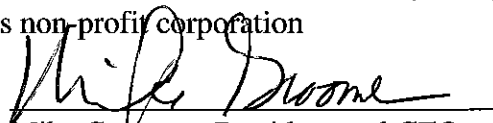
[Signatures on following pages]

Executed by Grantor and Grantee to be effective as of the date first set forth above.

GRANTOR:

EVENT FACILITIES FORT WORTH, INC.,
a Texas non-profit corporation

By:


Mike Groomer, President and CEO

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF TARRANT

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BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mike Groomer, President and CEO of Event Facilities Fort Worth, Inc., a Texas non-profit corporation, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of May, 2017.


Notary Public in and for the State of Texas

My Commission Expires:

(SEAL)



GRANTEE:

CITY OF FORT WORTH

By (Signature): _____

(Print Name) _____, Title _____

APPROVED AS TO FORM AND LEGALITY

By (Signature): _____

(Print Name) _____, Title _____

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF TARRANT

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BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this _____ day personally appeared _____, _____ of the City of Fort Worth, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Fort Worth and that he/she executed the same as the act of the City of Fort Worth for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2017.

Notary Public in and for the State of Texas

Exhibit "A" to Easement Agreement

The Easement Tract

**MONTGOMERY STREET PAVING IMPROVEMENTS
FROM I-30 TO CAMP BOWIE
PARCEL No. 39
ONCOR ELECTRIC DELIVERY COMPANY
PERMANENT ELECTRIC EASEMENT
CITY PROJECT No. 02432
3498 TRAIL ROAD
LOT 1, BLOCK 5 OF LOT 1, BLOCK 5, OF THE
WILL ROGERS MEMORIAL CENTER"
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS**

EXHIBIT "A"

Being an Oncor Electric Delivery Company permanent electric easement situated in the Thomas White Survey, Abstract No. 1636, City of Fort Worth, Tarrant County, Texas and being a portion of Lot 1, Block 5 of "Lot 1, Block 5, of the Will Rogers Memorial Center", an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Instrument No. D212259325 of the Official Public Records of Tarrant County, Texas, and being a portion of a 1.049 acre tract of land (by deed) deeded to Event Facilities Fort Worth, Inc. as recorded in Instrument No. D203434188 of said Official Public Records of Tarrant County, Texas, said Oncor Electric Delivery Company permanent electric easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the southwest corner of a tract of land deeded to FAB Office, L.L.C. as recorded in Instrument No. D211079186 of said Official Public Records of Tarrant County, Texas, said 1/2 inch iron rod being the most northerly southwest corner of Lot 1R, Block 1 of Credit Union Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 8827 of the Plat Records of Tarrant County, Texas, said 1/2 inch iron rod also being in the east right-of-way line of Montgomery Street (a variable width right-of-way); THENCE North 00 degrees 22 minutes 29 seconds West, with the west line of said FAB Office, L.L.C. tract of land and with the east right-of-way line of said Montgomery Street, a distance of 43.64 feet to a point for corner; THENCE North 03 degrees 04 minutes 35 seconds West, with the west line of said FAB Office, L.L.C. tract of land and with the east right-of-way line of said Montgomery Street, a distance of 56.37 feet to a point for the northwest corner of said FAB Office, L.L.C. tract of land, said point being the most southerly northwest corner of said Lot 1R; THENCE North 02 degrees 51 minutes 26 seconds West, with the west line of said Lot 1R and with the east right-of-way line of said Montgomery Street, a distance of 95.13 feet to a 5/8 inch iron rod found for the northwest corner of said Lot 1R, said 5/8 inch iron rod being the southwest corner of said Lot 1, said 5/8 inch iron rod being the southwest corner of an existing 5' Utility Easement as recorded in Instrument No. D212259325 of said Official Public Records of Tarrant County, Texas, said 5/8 inch iron rod also being the southwest corner of an existing variable width Sanitary Sewer Easement as recorded in Instrument No. D212259325 of said Official Public Records of Tarrant County, Texas; THENCE North 89 degrees 29 minutes 40 seconds East, with the south line of said Lot 1, with the north line of said Lot 1R, with the south line of said existing 5' Utility Easement, and with the south line of said existing variable width Sanitary Sewer Easement, a distance of 5.00

feet to a point for the southeast corner of said existing 5' Utility Basement; THENCE North 01 degrees 08 minutes 20 seconds West, with the east line of said existing 5' Utility Basement, a distance of 20.00 feet to the **POINT OF BEGINNING** of the herein described Oncor Electric Delivery Company permanent electric easement;

THENCE North 01 degrees 08 minutes 20 seconds West, with the east line of said existing 5' Utility Basement, a distance of 20.00 feet to a point for the intersection of the east line of said existing 5' Utility Basement with the north line of said existing variable width Sanitary Sewer Basement;

THENCE North 89 degrees 20 minutes 33 seconds East, with the north line of said existing variable width Sanitary Sewer Basement, a distance of 20.00 feet to a point for corner;

THENCE South 01 degrees 08 minutes 20 seconds East, a distance of 20.00 feet to a point for corner;

THENCE South 89 degrees 20 minutes 33 seconds West, a distance of 20.00 feet to the **POINT OF BEGINNING**, and containing 400 square feet or 0.009 acres of land, more or less.

Notes:

- (1) A plat of even survey date accompanies this legal description.
- (2) All bearings are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.

Survey Date: January 28, 2015

By: *Shaun Marvin Piepkorn*
Shaun Marvin Piepkorn
Registered Professional Land Surveyor
Texas No. 6432
Texas Firm No. 10106903

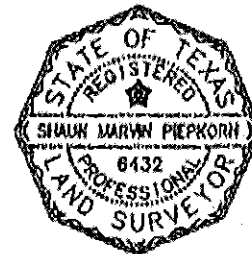


Exhibit A Page 2 of 3

