



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 10

DATE: 4/15/2025

SUBJECT: CONSIDERATION OF A DEED RELATED TO THE SALE OF AN APPROXIMATE 2.557 ACRE TRACT OF LAND, THE CITY OF MANSFIELD PROPERTY OWNER REPRESENTATION FORM AND CONSIDERATION TO APPOINT MIRIAM SALAZAR TO EXECUTE THE CLOSING DOCUMENTS

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider and sign a Deed Related to the Sale of an Approximate 2.557 Acre Tract of Land (the "Property") to Housing Channel in accordance with Local Government Code 272.001(g) and the City of Mansfield Property Owner Representation Form for Housing Channel to proceed with Rezoning the 2.535 acres of land in Mansfield, Texas in accordance with Local Government Code 272.001(g), and appoint Miriam Salazar to sign all closing documents on behalf of Tarrant County as authorized by Section 263.001 of the Texas Local Government Code.

BACKGROUND

On August 6, 2024, the Commissioners Court, through Court Order #143616, approved a Purchase and Sale Agreement with Housing Channel, a nonprofit Community Housing Development Organization (CHDO) which seeks to create affordable housing opportunities for low- and moderate-income families and individuals. Said agreement required Housing Channel to present to the county a development plan which includes:

- 1) A scope of work laying out Buyer's plans for the development of the Property
- 2) Any and all engineering and architectural plans necessary for developing the Property
- 3) A commencement date for the development of the Property
- 4) A timeline for the development of the Property

The Transportation Department has reviewed the development plan and recommends to proceed to closing.

Along with the County's requirements under the sale agreement, the City of Mansfield, which this property is situated in, requires a zoning change. In order for Housing Channel to request the zoning change, a Property Owner Representation Form is required from the current property owner. The deed will be held in escrow until the zoning change has been accomplished at which time closing can occur.

The Criminal District Attorney's Office has reviewed the Deed and Property Owner Representation form as to form.

FISCAL IMPACT

SUBMITTED BY	Transportation Services	PREPARED BY:	Joseph Jackson
		APPROVED BY:	Scott Hall



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 4/15/2025 PAGE 2 OF 10

The County will receive proceeds of the sale of the Property in the amount of \$290,000 and will, in turn, be removed from the tax roll as a "tax exempt property".

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 BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

DATE: _____

GRANTOR: TARRANT COUNTY, TEXAS

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

GRANTEE: HOUSING CHANNEL

GRANTEE'S MAILING ADDRESS: 2900 Airport Freeway
Fort Worth, TX 76111

PURCHASE PRICE: Two Hundred Ninety Thousand and 0/100 Dollars (\$290,000.00)

PROPERTY (including any improvements):

See attached **Exhibit "1"** (the "Property"), attached hereto and incorporated herein for all purposes.

POSSIBILITY OF REVERTER:

It is expressly understood and agreed that Grantor is making this conveyance subject to the following term and condition:

- (1) Grantor represents and warrants that the Property will be used for the public purpose of development of low-income or moderate-income housing as contemplated by Texas Local Government Code section 272.001(g).

By acceptance of this deed, Grantee agrees to the terms and restrictions of the deed and understands that breach of the term and condition will result in the automatic reversion of the donated property to Grantor.

RESERVATIONS FROM CONVEYANCE:

If the Grantee ceases to use any portion of the Property for the public purpose, the Grantor reserves for itself, its successors, and assigns a right to repurchase said portion Property for a pro rata price per acre of the Purchase Price.

Grantor will retain ownership of all oil, gas, coal, lignite, sulphur and other mineral substances from which sulphur may be derived or produced, salt, potash, uranium, thorium, gypsum, mercury, zeolite, carbonaceous shale, bentonite and other varieties of clay, and all other minerals in and under the Property not previously reserved wherever located and by whatever method recovered, as well as the right to lease such minerals but Grantor waives the right of ingress and egress to explore for, produce, or transport the same, on all the properties sold.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Grantor hereby disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, to or concerning (i) the nature and condition of the Property, including but not limited to, the suitability thereof for any activity or use; (ii) the condition of any improvements located thereon; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body.

The conveyance of the Property as provided for is made on an "AS IS" basis and by its acceptance of this deed and in consideration of the conveyances by Grantor herein, Grantee acknowledges that, except as otherwise specifically stated in the Deed Without Warranty, GRANTOR MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW ARE EXPRESSLY DISCLAIMED.

PROPERTY CONDITION:

GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS TO BE CONVEYED TO AND ACCEPTED BY GRANTEE IN AN "AS IS" CONDITION WITH ALL FAULTS. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY; IN PARTICULAR, BUT WITHOUT LIMITATION, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE, CONDITION, OCCUPATION OR MANAGEMENT OF THE PROPERTY, OR COMPLIANCE WITH APPLICABLE STATUTES, LAWS, CODES, ORDINANCES, REGULATIONS, REQUIREMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD). GRANTEE ACKNOWLEDGES THAT IT IS ENTERING INTO THIS AGREEMENT ON THE BASIS OF GRANTEE'S OWN INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY, INCLUDING SUBSURFACE CONDITIONS, AND GRANTEE ASSUMES THE RISK THAT ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION.

PROPERTY TITLE:

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

OTHER CONDITIONS:

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

GRANTOR:
TARRANT COUNTY, TEXAS

Approved as to Form

Tim O'Hare
County Judge

Assistant Criminal District Attorney

GRANTEE:
HOUSING CHANNEL

By: _____

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed and on behalf of the **Tarrant County**, a political subdivision of the state of Texas, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed and on behalf of **Housing Channel**, a Texas nonprofit corporation, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public

DESCRIPTION OF PROPERTY

SITUATED in the City of Mansfield, Tarrant County, Texas, and being a portion of Lots 1 through 12, Block 3, and a portion of Lots 1 and 2, Block 4, Patterson Addition, as shown on plat thereof recorded in Volume 388-G, Page 101, Tarrant County Plat Records, and being all of that certain tract conveyed to Tarrant County as Parcel 1, and part of that certain tract conveyed to Tarrant County as Parcel 2, by deed recorded in Volume 3177, Page 26, Tarrant County Deed Records, and all of that certain portion of Winks Drive quitclaimed to Tarrant County by that certain instrument recorded in Volume 11738, Page 837, said Deed Records, and said portions and tract being more fully described as follows:

BEGINNING at a ½" iron rod with an aluminum cap stamped "Tarrant County" set in the easterly right-of-way line of South 2nd. Avenue (formally F.M. No. 917) a 100 foot right-of-way, for the westerly line of said Parcel 2, said point being in the common line of Lots 2 and 3, said Block 4, and said point being on a curve whose center bears North 77 Degrees, 57 Minutes, 14 Seconds East, 1382.22 feet;

THENCE northerly with said curve and said easterly right-of-way line and said westerly line of Parcel 2, passing the southwest corner of said portion of Winks Drive quitclaimed to Tarrant County, continuing with the common line of South 2nd. Avenue and said quitclaim tract, passing the northwest corner of said quitclaim tract and the southwest corner of said Parcel 1, continuing in all 427.19 feet to a ½" iron rod set with an aluminum cap stamped "Tarrant County" set for the end of said curve.

THENCE North 5 degrees, 35 minutes, 16 seconds East with said east right-of-way line and the west line of said Parcel 1, a distance of 675.03 feet to a "Mag Nail" set in asphalt pavement, said point being in the north line of said Lot 1, Block 3, for the northwest corner of said Parcel 1, and for the southwest corner of Hunt Street (shown to be a 50' right-of-way on said Patterson Addition plat);

THENCE South 85 degrees, 35 minutes, 04 seconds East with the north line of said Block 3, for the south line of said Hunt Street 105.58 feet to a ½" iron rod set with an aluminum cap stamped "Tarrant County" set for the common north corner of Lot 1 and Lot 24, said Block 3;

THENCE South 5 degrees, 20 minutes, 40 seconds West with the common line of said Lot 1, and Lot 24, said Block 3, the common line of Lots 2 and 23, Lots 3 and 22, Lots 4 and Lot 21, Block 3, at 349.92 feet passing a 3/8" iron found in place for the common corner of Lots 5, 6, 20 and 19, said Block 3, continuing with the common line of Lot 6, and Lot 19, said Block 3, at 489.73 feet passing a ½" square iron rod found in place for the common corner of Lots 7, 8, 18 and 17, said Block 3, continuing with the common line of Lots 8 and 17, Lots 9 and 16, and Lots 10 and 15, Block 3, at 699.72 feet passing 0.22 feet left of a 3/8" iron rod found in place for the common corner of Lots 10, 11, 15 and 14, said Block 3, continuing with the common line of Lots 11 and 14, Lots 12 and 13, Block 3, at 840.04 feet passing a ½" metal bar for the common south corner of said Lot 12 and 13, said Block 3, and for the northeast corner of said Winks Drive quitclaimed to Tarrant County, and for the northwest corner of that certain portion of Winks Drive abandoned by City of Mansfield Ordinance No. 870, continuing with the east line of said Winks Drive quitclaimed to Tarrant County and the west line of said portion of abandoned Winks Drive by Ordinance No. 870, at 899.83 feet passing a ½" iron rod found in place for the common south corner of said Winks Drive quitclaimed to Tarrant County and said portion of abandoned Winks Drive by City of Mansfield Ordinance No. 870 and for the common north corner of Lot 1, and Lot 18, said Block 4, Patterson Addition, and continuing with the common line of said Lots 1 and 18, in all 989.48 feet to the common corner of Lots 1, 2, 18 and 17, said Block 4, from said point a ½" iron rod found in place bears North 58 degrees East 0.40 feet;

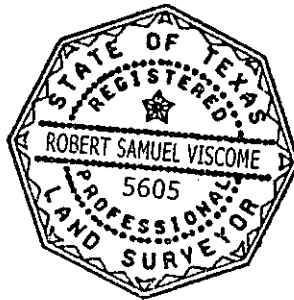
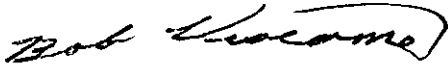
THENCE South 29 degrees, 43 minutes, 52 seconds East with the common line of Lots 2 and 17, said Blocks 4, a distance of 84.62 feet to a ½" iron rod with an aluminum cap stamped "Tarrant County" set for the common east corner of Lots 2 and 3, Block 4, from said point a ½" iron rod found in place bears North 73 degrees East, 0.45 foot;

THENCE South 72 degrees, 54 minutes, 28 seconds West with the common line of said Lots 2 and 3, Block 4, 101.59 feet to the PLACE OF BEGINNING and containing a surface area of 2.5507 acres (111,110 square feet).

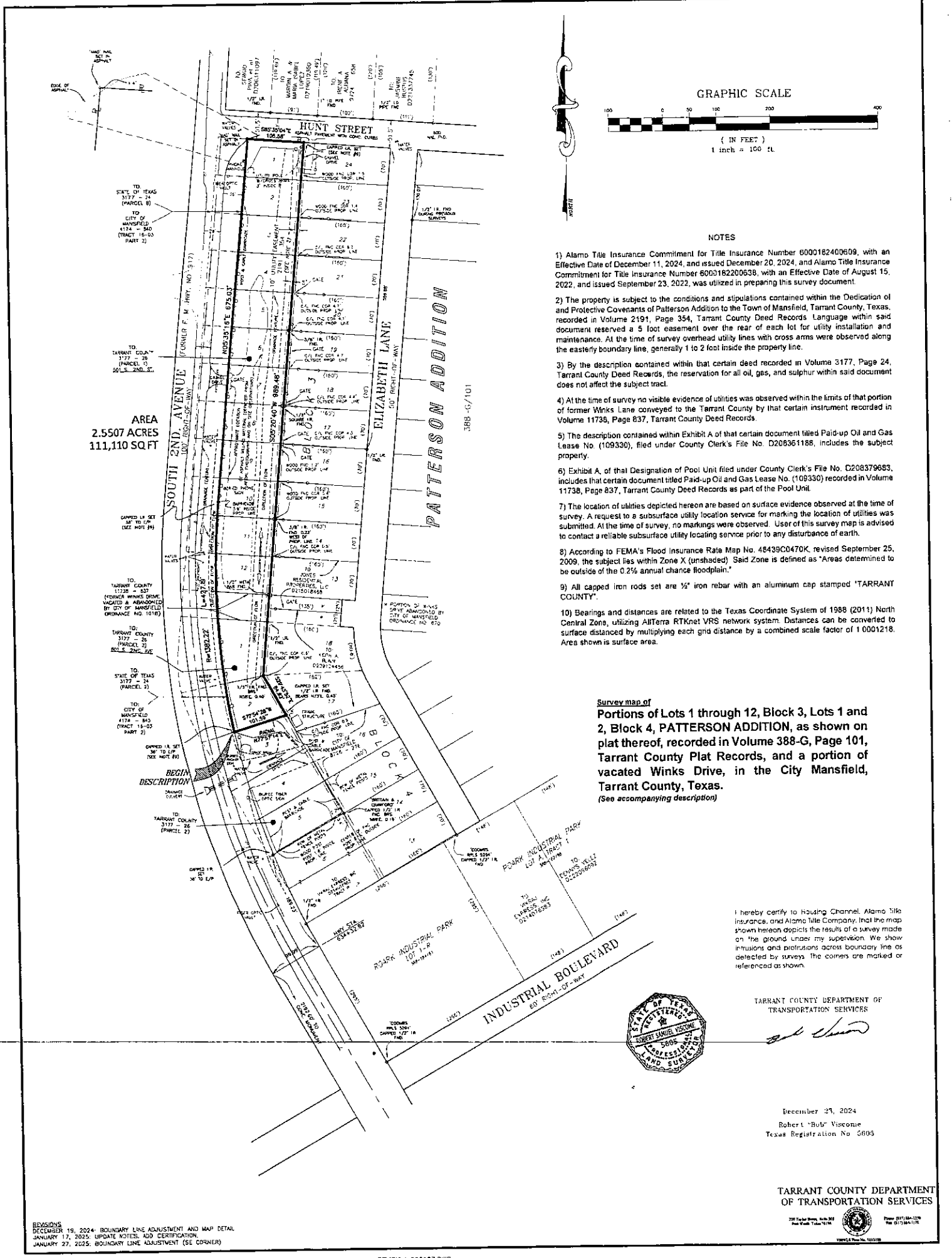
BEARINGS AND DISTANCES ARE RELATED TO THE TEXAS COORDINATE SYSTEM OF 1988 (2011 NORTH CENTRAL ZONE, UTILIZING ALLTERRA RTKNET VRS NETWORK SYSTEM. DISTANCES CAN BE CONVERTED TO SURFACE DISTANCES BY MULTIPLYING EACH DISTANCE BY A COMBINED SCALE FACTOR OF 1.0001218. AREA STATED IS SURFACE AREA.

THIS DESCRIPTION WAS PREPARED TO ACCOMPANY A SURVEY MAP OF THE DESCRIBED PROPERTY.

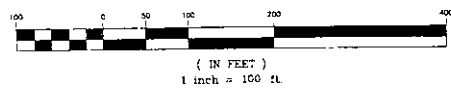
Tarrant County Transportation Services Department
TBPELS Firm No. 1013100



December 23, 2024
Robert "Bob" Viscome
Texas Registration No. 5605



GRAPHIC SCALE



NOTES

- 1) Alamo Title Insurance Commitment for Title Insurance Number 6000182400609, with an Effective Date of December 11, 2024, and issued December 20, 2024, and Alamo Title Insurance Commitment for Title Insurance Number 6000182200638, with an Effective Date of August 15, 2022, and issued September 23, 2022, was utilized in preparing this survey document.
- 2) The property is subject to the conditions and stipulations contained within the Dedication and Protective Covenants of Patterson Addition to the Town of Mansfield, Tarrant County, Texas, recorded in Volume 2191, Page 354, Tarrant County Deed Records. Language within said document reserved a 5 foot easement over the rear of each lot for utility installation and maintenance. At the time of survey overhead utility lines with cross arms were observed along the easterly boundary line, generally 1 to 2 foot inside the property line.
- 3) By the description contained within that certain deed recorded in Volume 3177, Page 24, Tarrant County Deed Records, the reservation for all oil, gas, and sulphur within said document does not affect the subject tract.
- 4) At the time of survey no visible evidence of utilities was observed within the limits of that portion of former Winks Lane conveyed to the Tarrant County by that certain instrument recorded in Volume 11736, Page 837, Tarrant County Deed Records.
- 5) The description contained within Exhibit A of that certain document titled Paid-up Oil and Gas Lease No. (109330), filed under County Clerk's File No. D208361188, includes the subject property.
- 6) Exhibit A, of that Designation of Pool Unit filed under County Clerk's File No. D208379683, includes that certain document titled Paid-up Oil and Gas Lease No. (109330) recorded in Volume 11736, Page 837, Tarrant County Deed Records as part of the Pool Unit.
- 7) The location of utilities depicted hereon are based on surface evidence observed at the time of survey. A request to a subsurface utility location service for marking the location of utilities was submitted. At the time of survey, no markings were observed. User of this survey map is advised to contact a reliable subsurface utility locating service prior to any disturbance of earth.
- 8) According to FEMA's Flood Insurance Rate Map No. 46439C0470K, revised September 25, 2009, the subject lies within Zone X (unshaded). Said Zone is defined as "Areas determined to be outside of the 0.2% annual chance floodplain."
- 9) All capped iron rods set are 1/2" iron rebar with an aluminum cap stamped "TARRANT COUNTY".
- 10) Bearings and distances are related to the Texas Coordinate System of 1988 (2011) North Central Zone, utilizing AllTerra RTKnet VRS network system. Distances can be converted to surface distance by multiplying each gnd distance by a combined scale factor of 1.0001218. Area shown is surface area.

Survey map of

Portions of Lots 1 through 12, Block 3, Lots 1 and 2, Block 4, PATTERSON ADDITION, as shown on plat thereof, recorded in Volume 388-G, Page 101, Tarrant County Plat Records, and a portion of vacated Winks Drive, in the City Mansfield, Tarrant County, Texas.
(See accompanying description)

I hereby certify to Housing Channel, Alamo Title Insurance, and Alamo Title Company, that the map shown hereon depicts the results of a survey made on the ground under my supervision. We show intrusions and protrusions across boundary line as detected by surveys. The corners are marked or referenced as shown.

TARRANT COUNTY DEPARTMENT OF TRANSPORTATION SERVICES

Robert "Bub" Viscome



December 23, 2024
Robert "Bub" Viscome
Texas Registration No. 5608

TARRANT COUNTY DEPARTMENT OF TRANSPORTATION SERVICES

