

#### RESOLUTION NO. 01-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE EXCHANGE OF PROPERTY IN THE VICINITY OF THE INTERSECTIONS OF MEMORIAL BOULEVARD AND STADIUM DRIVE WITH NORTH PEACH-TREE ROAD WITH THE MESQUITE INDEPENDENT SCHOOL DISTRICT ("MISD"); AND AUTHORIZING THE MAYOR TO EXECUTE THE EXCHANGE AGREEMENT WITH MISD FOR SUCH PURPOSE.

WHEREAS, the City of Mesquite (the "City") is a home rule municipality duly organized and existing under the laws of the State of Texas; and

WHEREAS, the Mesquite Independent School District ("MISD") is an independent school district duly organized and exiting under the laws of the State of Texas; and

WHEREAS, pursuant to the authority granted by Section 272.001(l) of the Texas Local Government Code, the City and MISD desire to make an exchange of the properties described in the Agreement for Exchange of Real Property ("the Agreement"), which is attached to and incorporated into this Resolution as Exhibit "1"; and

WHEREAS, both MISD and the City are governmental entities with the power of eminent domain to condemn each other's lands for a paramount public use or need; and

WHEREAS, MISD owns fee simple title to the real property described in Exhibit "A" ("the MISD Tract") appended to the attached Agreement; and

WHEREAS, the City owns fee simple title to the real property described in Exhibit "B" ("the City Tract") appended to the attached Agreement; and

WHEREAS, the MISD Tract and the City Tract adjoin and abut each other; and

WHEREAS, the City desires to acquire the MISD Tract for the public purpose of maintaining a water tower on that tract; and

WHEREAS, MISD desires to acquire the City Tract for the public purpose of constructing a groundwater retention pond required in conjunction with the construction of an adjacent school; and

WHEREAS, MISD's construction of the groundwater retention pond will provide a public benefit to the City; and

WHEREAS, based on the foregoing, the City Council of the City of Mesquite ("City Council") finds and determines that the MISD Tract and the City Tract, respectively, will carry out a purpose, when conveyed to the other, that benefits the public interest of each granting political subdivision; and that it is in the public interest of the City to acquire the MISD Tract.

Administration/Property Exchange with MISD/January 3, 2017 Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Council hereby finds and determines that the foregoing recitals are true and correct and are incorporated for all purposes into this Resolution.

SECTION 2. That the City Council approves the transfer of the City Tract to the MISD in exchange for the transfer of the MISD Tract to the City.

SECTION 3. That the City Council approves the terms and provisions of the Exchange Agreement attached hereto and incorporated herein, and authorizes the Mayor to execute the Exchange Agreement and all documents necessary to consummate the transactions contemplated therein including all documents necessary to transfer the City Tract to the MISD in exchange for the transfer of the MISD Tract to the City.

SECTION 4. That the Mayor is authorized to execute the deed appended as Exhibit "C" to the Agreement.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 3rd day of January, 2017.

Stan Pickett

Mayor

ATTEST:

APPROVED:

Sonja Land

City Secretary

B. J. Smith City Attorney

## EXHIBIT "1"

# Agreement between

The City of Mesquite and Mesquite Independent School District
Regarding the Exchange of Property

(to be attached)

#### RESOLUTION

WHEREAS, Mesquite Independent School District is an independent school district duly organized and existing by virtue of the laws of the State of Texas; and,

WHEREAS, City of Mesquite, Texas is a home rule municipality duly organized and existing under and by virtue of the laws of the State of Texas; and,

WHEREAS, Mesquite Independent School District and the City of Mesquite desire to make an exchange of the properties described in the agreement attached to this Resolution pursuant to authority granted to said entities by Section 272.001 (l) Texas Local Government Code; and,

WHEREAS, Mesquite Independent School District owns fee simple title to the real property described in Exhibit "A" appended to the agreement attached to this Resolution; and,

WHEREAS, the City of Mesquite owns fee simple title to the real property described in Exhibit "B" appended to the agreement attached to this Resolution; and,

WHEREAS, the tracts of real property described in Exhibits "A" and "B" appended to the agreement attached to this Resolution adjoin and abut each other; and,

WHEREAS, the Board of Trustees of Mesquite Independent School District finds and determines that the properties described in Exhibits "A" and "B" appended to the agreement attached to this resolution will carry out a purpose, when conveyed to the other, that benefits the public interest of each granting political subdivision; and,

WHEREAS, Mesquite Independent School District and the City of Mesquite each are governmental entities with the power of eminent domain to condemn each other's lands for a paramount public use or need; and,

WHEREAS, the Board of Trustees of Mesquite Independent School District finds and determines that it is in the public interest of the operation of the school district to acquire the real property described in Exhibit "B" appended to the agreement attached to this resolution;

NOW, THEREFORE, it is:

RESOLVED that the Board of Trustees of Mesquite Independent School District finds and determines that the foregoing recitals are true and correct and same are incorporated for all purposes in this Resolution.

IT IS FURTHER RESOLVED THAT THE Board of Trustees authorizes Dr. David Vroonland, Superintendent, or Kathryn Bohling, Assistant Superintendent, to execute and enter into the agreement for exchange of real property with the City of Mesquite attached to this Resolution.

IT IS FURTHER RESOLVED THAT Dr. David Vroonland, Superintendent, or Kathryn Bohling, Assistant Superintendent, are authorized to negotiate and execute changes to the agreement attached to this resolution necessary, in said parties discretion, to effectuate the exchange of real property made the subject of this Resolution.

IT IS FURTHER RESOLVED that Dr. David Vroonland, Superintendent, or Kathryn Bohling, Assistant Superintendent, are authorized to execute the deed appended, as Exhibit "C", to the agreement attached to this Resolution.

Dated secunder 12, ,2016.

Attest:

Mesquite Independent School District

By:

President of the Board of Trustees

Secretary

THE STATE OF TEXAS §

COUNTY OF DALLAS §

# AGREEMENT FOR EXCHANGE OF REAL PROPERTY

This agreement for the exchange of real property is made by and between Mesquite Independent School District ("MISD") and the City of Mesquite ("City").

#### Recitals

MISD is an independent school district duly organized and existing under and by virtue of the laws of the State of Texas.

City is a Texas home rule municipality duly organized and existing under and by virtue of the laws of the State of Texas.

MISD owns fee simple title to the real property legally described in Exhibit "A" appended to this agreement. The real property described in Exhibit "A" is surplus property not presently used for school purposes, nor necessary for school purposes in the future.

City owns fee simple title to the real property legally described in Exhibit "B" appended to this agreement. The real property described in Exhibit "B" is surplus property not presently used by the City for municipal purposes, nor necessary for municipal purposes.

City desires to acquire fee simple title to the real property described in Exhibit "A" from MISD for the public purpose of maintaining a water tower on said tract. MISD desires to acquire fee simple title to the real property described in Exhibit "B" from City for the public purpose of constructing a groundwater retention pond required in conjunction with the construction of a school on property adjacent to the real property described in Exhibit "B".

The tracts of real property described in Exhibits "A" and "B" adjoin and abut each other.

MISD and City have found and determined, and by this agreement find and determine, that the properties described in Exhibits "A" and "B" will carry out a purpose, when conveyed to the other, that benefits the public interest of each granting political subdivision.

MISD and City desire and intend to make an exchange of the properties described in Exhibits "A" and "B" pursuant to authority granted to City and MISD by Section 272.001(l) Texas Local Government Code.

Both MISD and City are governmental entities with the power of eminent domain to condemn each other's lands for a paramount public use or need.

Accordingly, for Ten Dollars (\$10.00) and other good and valuable consideration, MISD and City agree as follows:

#### Agreement, Terms and Conditions

- 1. The Recitals contained above are incorporated in this agreement for all purposes.
- 2. MISD agrees to transfer the real property described in Exhibit "A" to City.
- 3. City agrees to transfer the real property described in Exhibit "B" to MISD.
- 4. MISD warrants and represents to City that, at time of closing, it will convey good and marketable fee simple title to the real property described in Exhibit "A" to City, free and clear of any encumbrances other than easements that will not interfere with City's use of the property.
- 5. City warrants and represents to MISD that, at time of closing, it will convey good and marketable fee simple title to the real property described in Exhibit "B" to MISD, free and clear of any encumbrances other than easements that will not interfere with MISD's use of the property.

- 6. The closing under this agreement shall take place within thirty (30) days of the enactment of resolutions of MISD's Board of Trustees and City's City Council approving this transaction.
- 7. At closing, MISD shall deliver a deed in substantially the form as that appended to this agreement as Exhibit "C" to City; and, City shall deliver a deed in substantially the form as that appended to this agreement as Exhibit "D" to MISD.
- 8. Exhibits "A", "B", "C" and "D" and the Recitals set out above are incorporated in this agreement by reference for all purposes.
  - 9. All closing costs and survey costs shall be paid by MISD.
- 10. This agreement contains the complete agreement between the parties and cannot be modified except through the written agreement of the parties.
- 11. The terms of this agreement shall survive closing and shall not merge with any deeds delivered by the parties.
- 12. This agreement shall be construed and interpreted under and in accordance with the laws of the State of Texas; and, is wholly performable in Dallas County, Texas.
- 13. Any party to this agreement who is a prevailing party in a legal proceeding against the other party brought under or in relation to this agreement shall be entitled to recover from the other party reasonable attorney's fees and costs of litigation.

14. MISD and City agree that the title and right to possession of the real properties described in Exhibits "A" and "B" shall revert to the granting political subdivision if the acquiring political subdivision ceases to use the land in carrying out the public purpose set out and defined in this agreement.

Dated: December 12, 2016. 17	
Attest:	Mesquite Independent School District
Legamme (	By: Putp. M
Secretary	Board President
Attest:	City of Mesquite
Sonja Land	By: She Putt
City Secretary	Mayoc (Title)

#### PROPERTY DESCRIPTION

BEING a tract of land situated in the Daniel Tanner Survey, Abstract Number 1462, City of Mesquite, Dallas County, Texas, and being a portion of West Mesquite High School Addition, Block B, Lot 1R, an addition to the City of Mesquite, Texas, according to the plat thereof recorded in Instrument Number 200503600833, Official Public Records of Dallas County, Texas, and being a portion of a 200' x 200' easement to the City of Mesquite according to the instrument recorded in Volume 88193, Page 1211, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found with plastic cap stamped "TX REG NO. 100189-00" found for the most southerly corner of a 5' x 5' Corner Clip Dedication as dedicated by said plat of West Mesquite High School Addition, Block B, Lot 1R, said iron rod being in the north right of way line of Sandy Lane (60' right of way) and the south line of said 200' x 200' easement to the City of Mesquite;

THENCE N 89°59"25" W, with the north right of way line of said Sandy Lane, the south line of said West Mesquite High School Addition, Block B, Lot 1R, and the south line of said 200' x 200' easement to the City of Mesquite, a distance of 195.00 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO. 100189-00" set for corner at the southwest corner of said 200' x 200' easement to the City of Mesquite;

THENCE N 01°05"24" W, departing the north right of way line of said Sandy Lane, and with the west line of said 200' x 200' easement to the City of Mesquite, a distance of 200.00 feet to a 1/2" iron rod set with plastic cap stamped "TX REG NO. 100189-00" set for corner at the northwest corner of said 200' x 200' easement to the City of Mesquite;

THENCE S 89°59"25" E, with the north line of said 200' x 200' easement to the City of Mesquite, 200.00 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO. 100189-00" set for corner at the northeast corner of said 200' x 200' easement to the City of Mesquite, and being in the west right of way line of Peachtree Road (100' right of way), same being the east line of said West Mesquite High School Addition, Block B, Lot 1R;

THENCE S 01'05"24" E, with the west right of way line of said Peachtree Road, the east line of said West Mesquite High School Addition, Block B, Lot 1R, and the east line of said 200' x 200' easement to the City of Mesquite, a distance of 195.00 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO. 100189-00" found for the most northerly corner of the aforementioned 5' x 5' Corner Clip Dedication;

THENCE S 44°27"35" W with said 5' x 5' Corner Clip Dedication, a distance of 7.00 feet to the POINT of BEGINNING and containing 0.918 acres (39,980 square feet) of land, more or less.

EXHIBIT "A"-Piga

PAGE 1 OF 3

10/17/2016 16-06-029.X1 16029BN01.dwg

NATHAN D. MAIER CONSULTING ENGINEERS, INC.
TBPE FIRM REG. NO. F-356
TBPLS FIRM REG. NO. 100189-00

TBPLS FIRM REG. NO. 100189-00
Two Park Lane Place / 8080 Park Lane / Suite 600
Dallas, Texas 75231 / Ph. (214) 739-4741

NDM

### EXHIBIT "A"

FOR-NATHAN D. MAIER CONSULTING ENGINEERS, INC.

John L. Melton, Texas R.P.L.S. No. 4268 Registered Professional Land Surveyor



#### NOTES

Bearings for this survey are based on the Western Data Systems Texas Cooperative RTK Network and are referenced to the Texas State Plane Coordinate System (NAD83), North Central Zone 4202. Station DUNP\_G1012 was utilized as a base station during GPS data collection sessions.

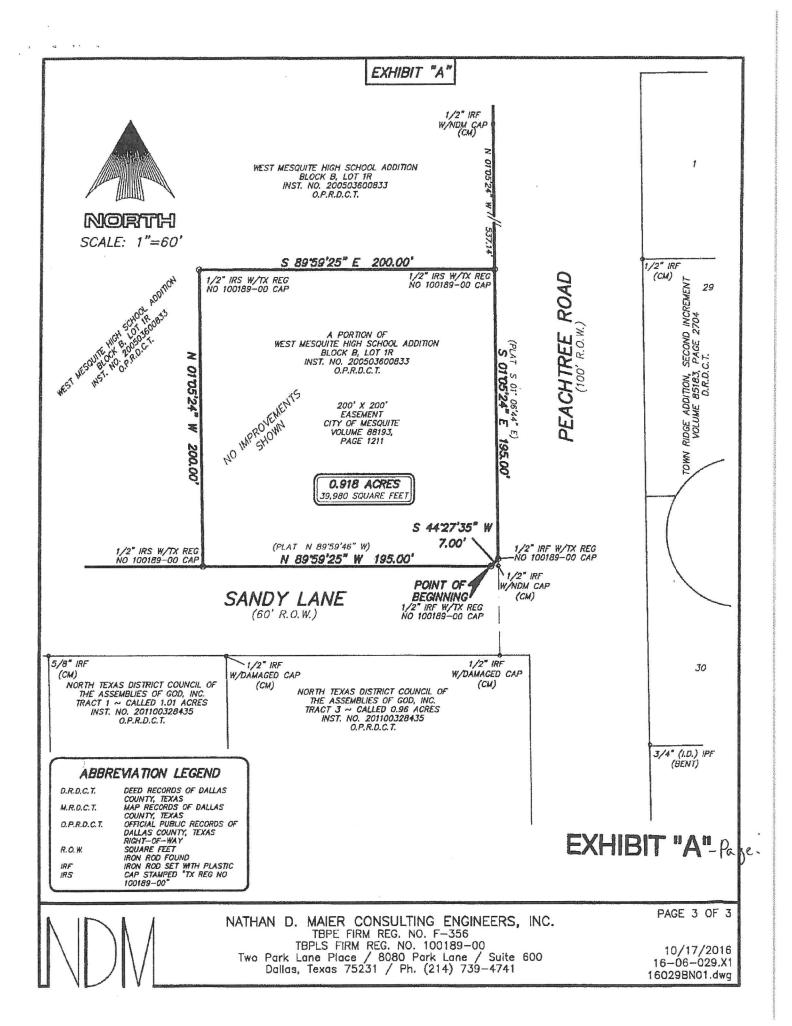
No easements or improvements are reflected on this survey.

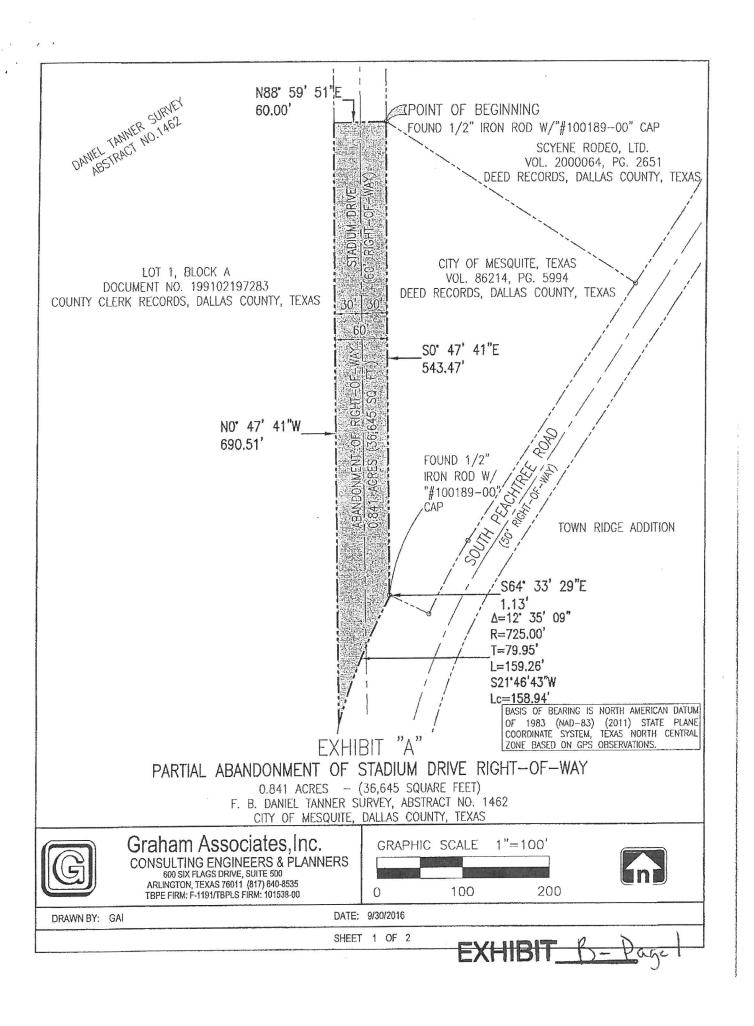
EXHIBIT "A" -Page

NATHAN D. MAIER CONSULTING ENGINEERS, INC.
TBPE FIRM REG. NO. F-356
TBPLS FIRM REG. NO. 100189-00
Two Park Lane Place / 8080 Park Lane / Suite 600
Dallas, Texas 75231 / Ph. (214) 739-4741

PAGE 2 OF 3

10/17/2016 16-06-029.X1 16029BN01.dwg





# EXHIBIT "A" ABANDONMENT OF RIGHT-OF-WAY

0.841 ACRES - (36,645 SQUARE FEET)
A PORTION OF STADIUM DRIVE
IN THE F. B. DANIEL TANNER SURVEY, ABSTRACT NO. 1462,
CITY OF MESQUITE, DALLAS COUNTY, TEXAS.

Being a portion of the Stadium Road right-of-way situated in the Daniel Tanner Survey, Abstract No. 1462, City of Mesquite, Dallas County, Texas;

**BEGINNING** at a found 1/2 inch iron rod with "#100189-00" cap being in the east right-of-way line of Stadium Road (a 60' right-of-way) and the northwest corner of a tract of land conveyed to the City of Mesquite, Texas, as recorded in Volume 86214, Page 5994, Deed Records, Dallas County, Texas;

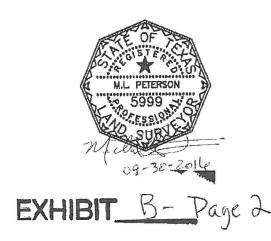
**THENCE** South 00°47'41" East, along said east right-of-way line and the west line of said City of Mesquite tract, being a common line, a distance of 543.47 feet to a found 1/2 inch iron rod with "#100189-00" cap, being the southwest corner of said City of Mesquite tract;

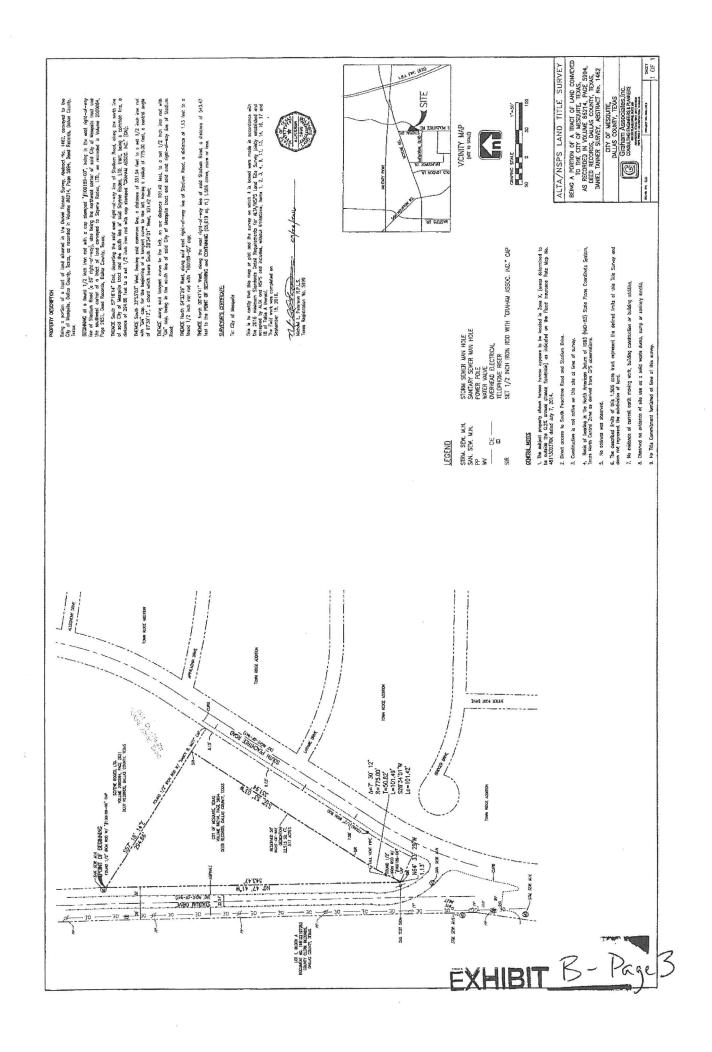
**THENCE** South 64°33'29" East, along said common line, a distance of 1.13 feet to a point, being in said common line, for the beginning of a non-tangent curve to the left having a radius of 725.00 feet, a central angle of 12°35'09", a chord which bears South 21°46'43" West, 158.94 feet;

**THENCE** leaving said common line, along said non-tangent curve, a distance of 159.26 feet to a point, being in the east line of Lot 1, Block A, as recorded in Document No. 1991102197283, County Clerk Records, Dallas County, Texas, and the west right-of-way of said Stadium Road, being a common line;

THENCE North 00°47'41" West, along said common line, a distance of 690.51 feet to a point;

THENCE North 88°59'51" East, leaving said common line, a distance of 60.00 feet to the POINT OF BEGINNING and CONTAINING (36,645 sq. ft.) 0.841 acres, more or less.





Filed and Recorded Official Public Records John F. Warren, County Clerk Dallas County, TEXAS 02/17/2017 11:06:06 AM \$82.00



201700048759

THE STATE OF TEXAS COUNTY OF DALLAS I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the volume and page or instrument # stamped thereon. I hereby certify on

FEB 17 2017

TY CLERK, Dallas County, Texas



201700091343 DEED 1/3

# CORRECTION SPECIAL WARRANTY DEED

(Without Title Policy or Title Search)

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

Date:

March 23, 2017

Grantor:

Grantor's Mailing Address:

City of Mesquite 1515 N. Galloway Mesquite, Texas 75149

(Dallas County)

Grantee:

Mesquite Independent School District

Grantee's Mailing Address:

405 E. Davis Street Mesquite, Texas 75149

(Dallas County)

#### Purpose:

This deed is given to correct the legal description contained in that certain deed from Grantor herein to Grantee herein dated January 3, 2017, recorded as document number 201700048757, and is executed and filed now for then.

Consideration:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged

#### Property (including any improvements):

The real property and improvements described in Exhibit "A" attached hereto and incorporated herein.

#### Reservations from and Exceptions to Conveyance and Warranty:

This Deed is executed and delivered subject to all easements, reservations, conditions, covenants and restrictive covenants as the same appear of record in the office of the County Clerk of Dallas County, Texas, or which are apparent on the face of the property.

THIS CONVEYANCE IS MADE AND ACCEPTED "AS IS" WITHOUT WARRANTY FOR FITNESS FOR PURPOSE, MERCHANTABILITY, OR OTHERWISE, EXCEPTING ONLY THE LIMITED WARRANTY OF TITLE HEREIN CONTAINED.

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 heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof.

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

**GRANTOR:** 

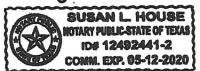
CITY OF MESQUITE

By: Alan

### [ACKNOWLEDGMENT]

THE STATE OF TEXAS
COUNTY OF DALLAS

the 23rd day of March 2017, said person identified to me by personally known



DUSAM A. NOVA C. Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Gary Allmon Grimes Schuerenberg & Grimes, P.C. 120 West Main, Suite 201 Mesquite, Texas 75149

GENERAL WARRANTY DEED
(Without Title Policy or Title Search)

#### PROPERTY DESCRIPTION

Being a portion of a tract of land situated in the Daniel Tanner Survey, Abstract No. 1462, conveyed to the City of Mesquite, Dallas County, Texas, as recorded in Volume 86214, Page 5994, Deed Records, Dallas County, Texas;

BEGINNING at a found ½ inch iron rod with a cap stamped "#100189-00", being in the east right-of-way line of Stadium Road (a 60' right-of-way), also being the northwest corner of said City of Mesquite tract and the southwest corner of a tract of land conveyed to Scyene Rodeo, LTD., as recorded in Volume 2000064, Page 2651, Deed Records, Dallas County, Texas;

THENCE South 57°18'14" East, departing the said east right-of-way line of Stadium Road, along the north line of said City of Mesquite tract and the south line of said Scyene Rodeo, LTD. tract, being a common line, a distance of 294.86 feet to a set ½ inch iron rod with cap stamped "GRAHAM ASSOC. INC" (GAI);

THENCE South 32°53'03" West, leaving said common line, a distance of 351.94 feet to a set ½ inch iron rod with "GAI" cap, for the beginning of a tangent curve to the left having a radius of 775.00 feet, a central angle of 07°30'12", a chord which bears South 28°34'01" West, 101.42 feet;

THENCE along said tangent curve to the left, an arc distance 101.49 feet, to a set ½ inch iron rod with "GAI" cap, being in the south line of said City of Mesquite tract and said east right-of-way line of Stadium Road;

THENCE North 64°33'29" West, along said east right-of-way line of Stadium Road, a distance of 1.13 feet to a found ½ inch iron rod with "100189-00" cap;

THENCE North 00°47'41" West, along the east right-of-way line of said Stadium Road, a distance of 543.47 feet to the POINT OF BEGINNING and CONTAINING (65,619 sq. ft.) 1.506 acres, more or less.

Filed and Recorded Official Public Records John F. Harrem, County Clerk Dallas County, TEXAS 03/31/2017 02:20:36 PM \$34.00



201700091343



#### SPECIAL WARRANTY DEED

(Without Title Policy or Title Search)

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

Jan. 3, 2017 November \_\_\_, 2016 Date:

Grantor: City of Mesquite

Grantor's Mailing Address: 1515 N. Galloway Mesquite, Texas 75149

(Dallas County)

Mesquite Independent School District Grantee:

405 E. Davis Street Grantee's Mailing Address: Mesquite, Texas 75149

(Dallas County)

For and in consideration of the sum of TEN AND NO/100 DOLLARS Consideration:

(\$10.00) and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged

Property (including any improvements):

The real property and improvements described in Exhibit "B" attached hereto and incorporated herein.

## Reservations from and Exceptions to Conveyance and Warranty:

This Deed is executed and delivered subject to all easements, reservations, conditions, covenants and restrictive covenants as the same appear of record in the office of the County Clerk of Dallas County, Texas, or which are apparent on the face of the property.

THIS CONVEYANCE IS MADE AND ACCEPTED "AS IS" WITHOUT WARRANTY FOR FITNESS FOR PURPOSE, MERCHANTABILITY, OR OTHERWISE, EXCEPTING ONLY THE LIMITED WARRANTY OF TITLE HEREIN CONTAINED.

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 heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof.

GENERAL WARRANTY DEED (Without Title Policy or Title Search) EXHIBIT D-Dage | Page 1

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

**GRANTOR:** 

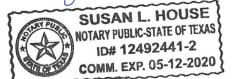
CITY OF MESQUITE

[ACKNOWLEDGMENT]

THE STATE OF TEXAS

**COUNTY OF DALLAS** 

THIS INSTRUMENT was acknowledged before me by Standay of January, 2016,7 said per on this, 2016, said person identified to me by KNOWN

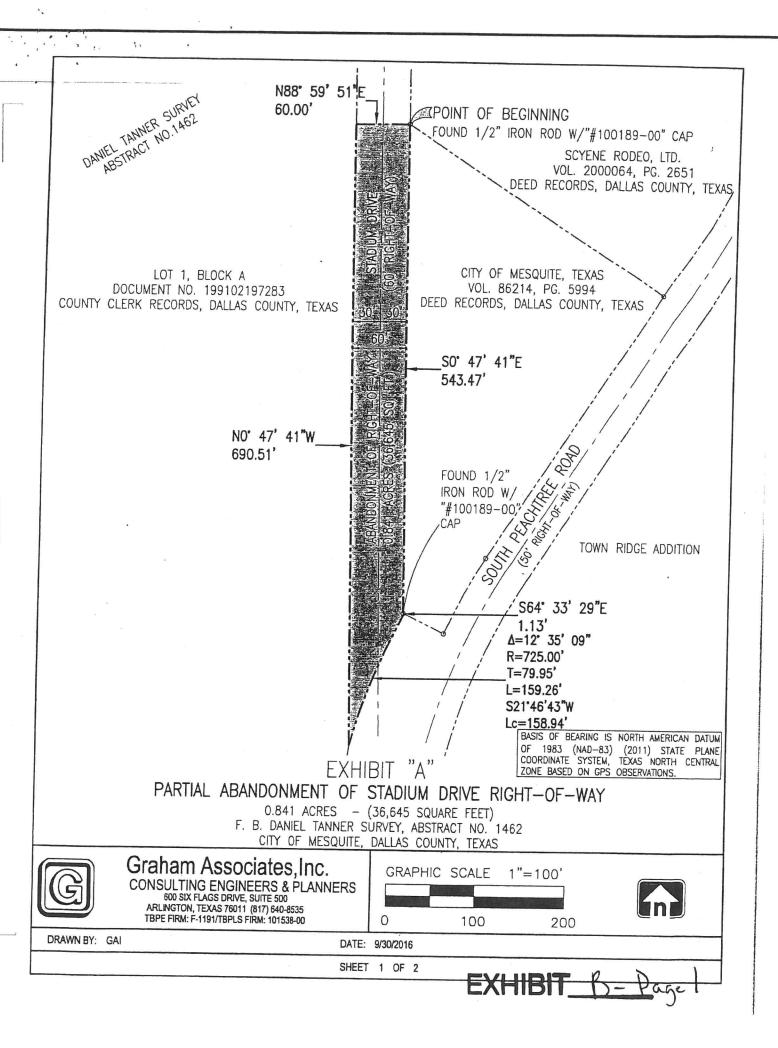


Notary Public, State of Texas

AFTER RECORDING RETURN TO:

**Gary Allmon Grimes** Schuerenberg & Grimes, P.C. 120 West Main, Suite 201 Mesquite, Texas 75149

EXHIBIT D-Page 2 Page 2



# EXHIBIT "A" ABANDONMENT OF RIGHT-OF-WAY

0.841 ACRES - (36,645 SQUARE FEET)
A PORTION OF STADIUM DRIVE
IN THE F. B. DANIEL TANNER SURVEY, ABSTRACT NO. 1462,
CITY OF MESQUITE, DALLAS COUNTY, TEXAS.

Being a portion of the Stadium Road right-of-way situated in the Daniel Tanner Survey, Abstract No. 1462, City of Mesquite, Dallas County, Texas;

BEGINNING at a found 1/2 inch iron rod with "#100189-00" cap being in the east right-of-way line of Stadium Road (a 60' right-of-way) and the northwest corner of a tract of land conveyed to the City of Mesquite, Texas, as recorded in Volume 86214, Page 5994, Deed Records, Dallas County, Texas;

**THENCE** South 00°47′41" East, along said east right-of-way line and the west line of said City of Mesquite tract, being a common line, a distance of 543.47 feet to a found 1/2 inch iron rod with "#100189-00" cap, being the southwest corner of said City of Mesquite tract;

**THENCE** South 64°33'29" East, along said common line, a distance of 1.13 feet to a point, being in said common line, for the beginning of a non-tangent curve to the left having a radius of 725.00 feet, a central angle of 12°35'09", a chord which bears South 21°46'43" West, 158.94 feet;

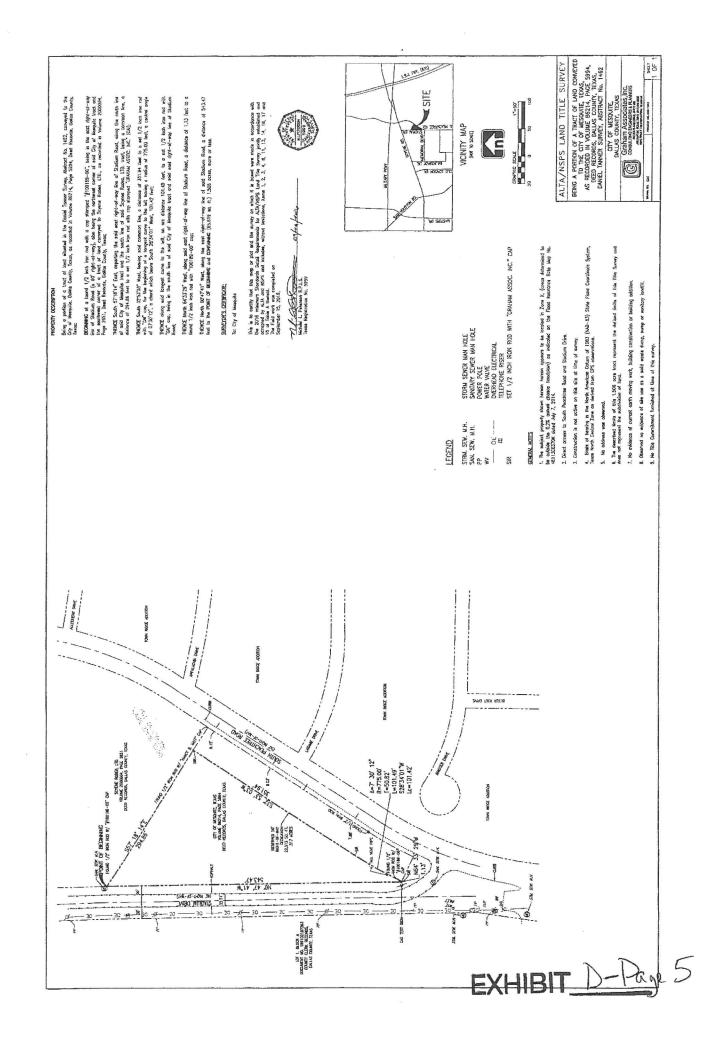
**THENCE** leaving said common line, along said non-tangent curve, a distance of 159.26 feet to a point, being in the east line of Lot 1, Block A, as recorded in Document No. 1991102197283, County Clerk Records, Dallas County, Texas, and the west right-of-way of said Stadium Road, being a common line;

THENCE North 00°47'41" West, along said common line, a distance of 690.51 feet to a point;

THENCE North 88°59'51" East, leaving said common line, a distance of 60.00 feet to the POINT OF BEGINNING and CONTAINING (36,645 sq. ft.) 0.841 acres, more or less.



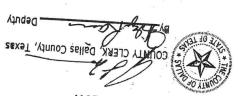
EXHIBIT B- Page 2



Filed and Recorded Official Public Records John F. Warren, County Clerk Dallas County, TEXAS 02/17/2017 11:06:04 AM \$42.00



201700048757



FEB 17 2017

THE STATE OF TEXAS COUNTY OF DALLAS
COUNTY OF DALLAS
To fletchy certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful the date stamped therebn and as the same is recorded in the Recorder's Records in my office under the volume and page or instrument # atamped thereon.

I paciaby certify on

#### SPECIAL WARRANTY DEED

(Without Title Policy or Title Search)

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

Date:

Jan. 9, 2017 November \_\_\_, 2016

Grantor:

Mesquite Independent School District

Grantor's Mailing Address:

405 E. Davis Street Mesquite, Texas 75149

(Dallas County)

Grantee:

City of Mesquite

Grantee's Mailing Address:

1515 N. Galloway Mesquite, Texas 75149

(Dallas County)

Consideration:

For and in consideration of the sum of TEN AND NO/100 DOLLARS

(\$10.00) and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged

#### Property (including any improvements):

The real property and improvements described in Exhibit "A" attached hereto and incorporated herein.

#### Reservations from and Exceptions to Conveyance and Warranty:

This Deed is executed and delivered subject to all easements, reservations, conditions, covenants and restrictive covenants as the same appear of record in the office of the County Clerk of Dallas County, Texas, or which are apparent on the face of the property.

THIS CONVEYANCE IS MADE AND ACCEPTED "AS IS" WITHOUT WARRANTY FOR FITNESS FOR PURPOSE, MERCHANTABILITY, OR OTHERWISE, EXCEPTING ONLY THE LIMITED WARRANTY OF TITLE HEREIN CONTAINED.

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 heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof.

GENERAL WARRANTY DEED (Without Title Policy or Title Search) EXHIBIT C-Page

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

**GRANTOR:** 

MESQUITE INDEPENDENT SCHOOL DISTRICT

By:

Board President

[ACKNOWLEDGMENT]

THE STATE OF TEXAS

AS §

COUNTY OF DALLAS

THIS INSTRUMENT was acknowledged before me by Callet Jewsel on this the 12th day of Miller on the by Personally Known.

LINDA SAMPLES
Notary Public, State of Texas
My Comm. Exp. 05-08-2018

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Gary Allmon Grimes Schuerenberg & Grimes, P.C. 120 West Main, Suite 201 Mesquite, Texas 75149

EXHIBIT C- Paged

GENERAL WARRANTY DEED
(Without Title Policy or Title Search)

#### PROPERTY DESCRIPTION

BEING a tract of land situated in the Daniel Tanner Survey, Abstract Number 1462, City of Mesquite, Dallas County, Texas, and being a portion of West Mesquite High School Addition, Block B, Lot 1R, an addition to the City of Mesquite, Texas, according to the plat thereof recorded in Instrument Number 200503600833, Official Public Records of Dallas County, Texas, and being a portion of a 200' x 200' easement to the City of Mesquite according to the instrument recorded in Volume 88193, Page 1211, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found with plastic cap stamped "TX REG NO. 100189-00" found for the most southerly corner of a 5' x 5' Corner Clip Dedication as dedicated by said plat of West Mesquite High School Addition, Block B, Lot 1R, said iron rod being in the north right of way line of Sandy Lane (60' right of way) and the south line of said 200' x 200' easement to the City of Mesquite;

THENCE N 89°59"25" W, with the north right of way line of said Sandy Lane, the south line of said West Mesquite High School Addition, Block B, Lot 1R, and the south line of said 200' x 200' easement to the City of Mesquite, a distance of 195.00 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO. 100189-00" set for corner at the southwest corner of said 200' x 200' easement to the City of Mesquite;

THENCE N 01°05"24" W, departing the north right of way line of said Sandy Lane, and with the west line of said 200'  $\times$  200' easement to the City of Mesquite, a distance of 200.00 feet to a 1/2" iron rod set with plastic cap stamped "TX REG NO. 100189-00" set for corner at the northwest corner of said 200'  $\times$  200' easement to the City of Mesquite;

THENCE S 89°59"25" E, with the north line of said 200' x 200' easement to the City of Mesquite, 200.00 feet to a 1/2" Iron rod with plastic cap stamped "TX REG NO. 100189-00" set for corner at the northeast corner of said 200' x 200' easement to the City of Mesquite, and being in the west right of way line of Peachtree Road (100' right of way), same being the east line of said West Mesquite High School Addition, Block B, Lot 1R;

THENCE S 01°05"24" E, with the west right of way line of said Peachtree Road, the east line of said West Mesquite High School Addition, Block B, Lot 1R, and the east line of said 200' x 200' easement to the City of Mesquite, a distance of 195.00 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO. 100189-00" found for the most northerly corner of the aforementioned 5' x 5' Corner Clip Dedication;

THENCE S 44'27"35" W with said 5' x 5' Corner Clip Dedication, a distance of 7.00 feet to the POINT of BEGINNING and containing 0.918 acres (39,980 square feet) of land, more or less.

EXHIBIT C- Page 3

PAGE 1 OF 3

10/17/2016 16-06-029.X1 16029BN01.dwg

NATHAN D. MAIER CONSULTING ENGINEERS, INC.
TBPE FIRM REG. NO. F-356
TBPLS FIRM REG. NO. 100189-00
Two Park Lane Place / 8080 Park Lane / Suite 600
Dallas, Texas 75231 / Ph. (214) 739-4741

NDM

FOR-NATHAN D. MAIER CONSULTING ENGINEERS, INC.

John L. Melton, Texas R.P.L.S. No. 4268 Registered Professional Land Surveyor



#### NOTES

Bearings for this survey are based on the Western Data Systems Texas Cooperative RTK Network and are referenced to the Texas State Plane Coordinate System (NAD83), North Central Zone 4202. Station DUNP\_G1012 was utilized as a base station during GPS data collection sessions.

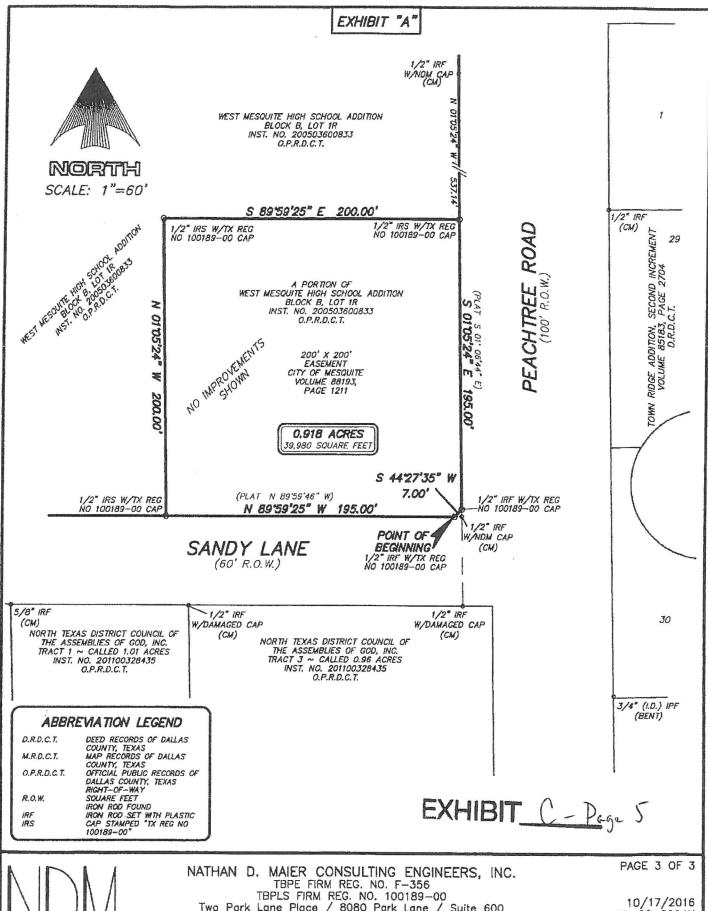
No easements or improvements are reflected on this survey.

EXHIBIT C - Page 4

NATHAN D. MAIER CONSULTING ENGINEERS, INC.
TBPE FIRM REG. NO. F-356
TBPLS FIRM REG. NO. 100189-00
Two Park Lane Place / 8080 Park Lane / Suite 600
Dallas, Texas 75231 / Ph. (214) 739-4741

PAGE 2 OF 3

10/17/2016 16-06-029.X1 16029BN01.dwg



a , - - -

TBPLS FIRM REG. NO. 100189-00
Two Park Lane Place / 8080 Park Lane / Suite 600
Dalfas, Texas 75231 / Ph. (214) 739-4741

10/17/2016 16-06-029.X1 16029BN01.dwg

Filed and Recorded Official Public Records John F. Warren, County Clerk Dallas County, TEXAS 02/17/2017 11:06:05 AM \$42.00



201700048758