



Agenda of Working Meeting The Board of Trustees Cedar Hill ISD

A Working Meeting of the Board of Trustees of Cedar Hill ISD will be held October 10, 2025, beginning at 7:30am in the Third Floor Training Room
285 Uptown Blvd.
Cedar Hill, Texas 75104.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. **OPEN SESSION - CALL TO ORDER – 7:30 AM**
Announcement by the Board President whether a quorum is present, and that the notice of the meeting has been duly called, and posted in the time and manner required by the Texas Open Meetings Act, Texas Government Code Chapter 551.
- II. **CLOSED SESSION**
 - A. Pursuant to Texas Government Code Section 551.071, to consult with the District's attorney, in person or by phone, on a matter in which the duty of the attorney to the District, under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, including to conduct a Level III hearing on an employee matter.
 - B. Pursuant to Texas Government Code Section 551.074, to hear a complaint or charge against an officer or employee, or to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, including to conduct a Level III hearing on an employee matter.

The Board may declare itself in a closed meeting as authorized by the Texas Open Meetings Act, Texas Government Code Sections 551.001-551.146. In the event a closed meeting is to be convened, the presiding officer shall publicly identify the section or sections authorizing the closed

meeting. Those sections may include without limitation the following sections under SUBCHAPTERS D AND E, which authorize a closed meeting to discuss the following topics:

Personnel

- Appointment
- Employment
- Reassignment
- Duties
- Discipline
- Dismissal

Students Discipline

Consultation with Attorney regarding potential litigation

Safety and Security

A. Section 551.071: For the purpose of private consultation with the Board's attorney regarding pending litigation, a settlement offer, or on a matter in which the duty of the attorney to the District or Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.

B. Section 551.072: For the purpose of deliberating on a purchase, exchange, lease, or value of real property, if deliberation in an open meeting would have a detrimental effect on the position of the Board in negotiations with a third person.

C. Section 551.074: For the purpose of deliberating the appointment, employment, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee, unless the officer or employee who is the subject of the deliberation or hearing requests an open hearing.

D. Section 551.076: For the purpose of deliberations regarding the deployment, or specific occasions of implementation, of security personnel or devices, or security audits.

E. Section 551.0821: To discuss specific personal identifying information about a student.

III. **PUBLIC COMMENTS**

Individuals desiring to address the Board regarding an item on an Agenda for an Open Meeting, or to address the Board on general matters, must submit a completed Public Comment Request Form on the day of the meeting. Forms are available in the lobby area. The correct procedure for addressing the Board during Public Comments is as follows: Each speaker should address the Board from the podium microphone and state his or her name before speaking. All speakers will be limited to three minutes to make comments regarding items on the agenda, or general matters, unless modified by the Board president based on Board Policy BED (LOCAL). Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting. Copies of presentations should be made available to all trustees and the Superintendent.

IV. **ACTION ITEMS**

A. CONSIDER APPROVAL OF THE
ELECTION/APPOINTMENT OF TWO MEMBERS TO
BOARD OF DIRECTORS OF THE DALLAS CENTRAL
APPRAISAL DISTRICT

4



Board Agenda Item

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
10-10-2025	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	IV. ACTION ITEMS A. CONSIDER APPROVAL OF THE ELECTION/APPOINTMENTS OF TWO MEMBERS TO BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT				
Presenter or Contact Person:	Board President Dr. Denise Roache-Davis				
Policy/Code:	Not Applicable				
Summary:	On December 31, 2025, the terms of service for the two-members of the Dallas Central Appraisal District Board of Directors will expire. In order to fill these vacancies, an election must be held. Each taxing entity that is entitled to vote may nominate one candidate for each of the two positions to be filled by the adoption of a resolution by its governing body. The nominations by resolution must be submitted to the Chief Appraiser by October 15, 2025				
Attachments:	Letter of Nomination Explanation from Dallas Central Appraisal District				
Recommendation:	Voting units are not required to make any nominations to the Dallas Central Appraisal District Board of Directors. Therefore, the Board of Trustees may choose to take no action. If the Board proceeds with nomination a motion, second and vote for each nomination will be needed.				



**Dallas Central
Appraisal District**

Date: August 13, 2025

To: Dr. Denise Roache-Davis, President, Cedar Hill ISD | denise.roache-davis@chisd.net
Sent Via Email

From: Shane Docherty, Executive Director/Chief Appraiser

Re: Election/Appointment of Two Members to Board of Directors of the Dallas Central Appraisal District
Number of Votes Allocated To: Cedar Hill ISD is 16

This letter is to notify the Taxing Entities that it is time to start the process to appoint two members on the Dallas Central Appraisal District Board of Directors whose terms will expire on December 31, 2025. Please read the following information, particularly the deadline dates.

OVERVIEW

Section 6.0301 of the Texas Property Tax Code provides that an appraisal district in a populous county shall be governed by a board of nine (9) directors composed of both appointed and elected directors. Five (5) of the directors are to be appointed by the taxing units that participate in the district in the manner as previously prescribed by Section 6.03 of the Tax Code (the “levy method”), and three (3) directors are to be elected by majority vote at the general election for state and county officers by the voters of the county in which the district is established. The County tax assessor-collector serves as a voting ex office member.

Effective January 1, 2025, the five (5) appointed board of directors were elected according to Tax Code Section 6.03, or the “Levy Method”. The five directors appointed by the taxing units typically serve staggered four-year terms beginning on January 1st of every other even-numbered year. To provide for the transition for the staggered terms, two (2) directors were appointed to serve a term of one year, and three (3) directors were appointed to serve a term of three years. Thereafter, all appointed directors serve four-year staggered terms (starting with 2026 and 2028). **Following the 2024 election, the Chief Appraiser in conjunction with the taxing unit appointed/levy elected directors drew lots to determine which two (2) directors were to serve a term of one year. The two directors holding the one-year terms are Kevin Carbo, Sr. - Place 4 and Pauline Medrano – Place 5, whose terms will expire December 31, 2025.**

Therefore, a taxing unit appointment/levy election is required for Place 4 and Place 5. The two newly appointed members will serve a 4-year term, 2026-2029. Looking forward, the next taxing unit appointment election will take place in 2027 to appoint the three members whose terms expire on December 31, 2027.

The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled (two). There are 2,000 total votes to be allocated based on each taxing unit's tax levy as compared to the total levy for all taxing units. Each taxing unit eligible to vote and participate in the appointment process may nominate up to two candidates for the Dallas CAD Board of Directors.

PROCESS

This letter is the first step in this process whereby the Chief Appraiser is to calculate the voting entitlement of each taxing unit that is entitled to vote and notify the county judge and each county commissioner, the presiding officer of each city/town, city manager or city secretary, the presiding officer of each school district and the school district superintendent, the presiding officer of the college district, the college president, chancellor or other chief executive officer of the college district. **In addition to your taxing unit's votes being provided in the Subject line of this memo, I have included an attachment showing the number of votes that each county, city, school district and college district are entitled.**

The **next step** is the nomination of the candidates. A taxing unit is not required to submit nominations, but if it chooses to do so, **the nomination may be made only by a resolution** adopted by the governing body and submitted to the Chief Appraiser **before October 15, 2025**. For your convenience, a sample resolution for nomination is included with this notification. Please include the full name and address of each candidate nominated in the resolution.

It is advisable to provide each individual being considered for nomination with a copy of the attached Nominee Information Questionnaire for them to complete. The Questionnaire will provide information to the taxing unit and help ensure the nominee meets the eligibility requirements for a Board of Director position. The nominated candidate should submit a biography or resume for reference by all vote entitled taxing units in determining and casting their votes on the ballot.

The Chief Appraiser will, before October 30, prepare and submit a ballot of the timely submitted nominees to each taxing unit that is eligible to vote. The governing body of each taxing unit entitled to vote shall submit a resolution casting its votes to the Chief Appraiser **before December 15** (the day before December 15 is a Friday, December 12th so the resolution is due on or before December 12, 2025). The governing body of the taxing unit entitled to vote may cast all of its votes for one candidate or distribute them among the candidates for any number of the director positions. The Chief Appraiser will then count the votes and declare the two candidates who received the largest cumulative votes as elected and submit the results before December 31, 2025 to each of the taxing unit and to the candidates.

CALENDAR/DEADLINES

Below is the calendar for the appointment process as prescribed by Texas Property Tax Code Section 6.03.

Before October 1: In accordance with Texas Property Tax Code Section 6.03(d) and (e), the chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district [i.e. special district] is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1, 2024 (normally of each odd-number year).

Before October 15: In accordance with the Texas Property Tax Code Section 6.03 (g) each taxing unit entitled to vote shall submit a resolution for the nominees for the board positions.

Before October 30: In accordance with Texas Property Tax Code Section 6.03 (j) the Chief Appraiser shall prepare a ballot listing the nominated candidates and deliver the ballot to the taxing units eligible to vote.

Before December 15 (the day before December 15 is a Friday, December 12th so the resolution is due on or before December 12, 2025): In accordance with Texas Property Tax Code Section 6.03 (k) each taxing unit that is entitled to vote shall determine its vote by resolution and submit the same to the Chief Appraiser.

Before December 31: In accordance with Texas Property Tax Code Section 6.03 (k) the Chief Appraiser will count the votes, declare the two candidates who received the largest cumulative vote totals elected, and submit the results to each taxing unit in the District and to the candidates.

The two (2) candidates who receive the largest cumulative vote totals are elected and the candidate who receives the largest cumulative votes is elected to Place 4 and the candidate who receives the second largest cumulative votes is elected to Place 5. The chief appraiser will resolve any tie votes by a method of chance.

QUALIFICATIONS

In order to qualify, an appointed member must be a resident of Dallas County and shall have resided in Dallas County for at least two years prior to the date such person takes office (January 1, 2026) and must satisfy the following:

Section 6.035 of the Tax Code provides that an individual is ineligible to serve on an appraisal district board of directors and is disqualified from employment as chief appraiser if the individual is related within the second degree by consanguinity (blood) or affinity (marriage), as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district.

Similarly, an individual is ineligible to serve on an appraisal district board of directors and is disqualified from employment as chief appraiser if the individual owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless: (A) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement under Section 33.02 of the Tax Code; or (B) a suit to collect the delinquent taxes is deferred or abated under Sections 33.06 or 33.065 of the Tax Code.

Per Section 6.035 of the Tax Code, an individual is also ineligible to serve on the board of directors of an appraisal district if the individual:

- (1) has served as a member of the board of directors for all or part of five terms, unless:
 - (A) the individual was the county assessor-collector at the time the individual served as a board member; or
 - (B) the appraisal district is established in a county with a population of less than 120,000;
- (2) has engaged in the business of appraising property for compensation for use in proceedings under this title at any time during the preceding three years;
- (3) has engaged in the business of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding three years; or
- (4) has been an employee of the appraisal district at any time during the preceding three years.

An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district. (Section 6.0301, Tax Code).

An individual is not eligible to be a candidate for, to be appointed to, or to serve on the board of directors of an appraisal district if the individual or a business entity in which the individual has a substantial interest is a party to a contract with 1) the appraisal district; or 2) a taxing unit that participates in the appraisal district, if the contract relates to the performance of an activity governed by Title 1 of the Tax Code. (Section 6.036(a), Tax Code, effective July 1, 2024.)

NEW REQUIREMENT

Also, due to new legislation passed in the 89th Texas Legislature, House Bill 148, Texas Tax Code Section 6.0302 provides that an individual may not be appointed to or be a candidate for appointment to an appointive position on the Board of Director of the Appraisal District unless the individual has signed the acknowledgement prescribed by Texas Property Tax Code Section 6.0302 (c) and has submitted the signed acknowledgement to the chief appraiser. Therefore, any individuals that are to be nominated must sign the attached Acknowledgement of Director’s Duties and submit the same to the Dallas Central Appraisal District, Shane Docherty, Chief Appraiser/Executive Director, 2949 N. Stemmons Freeway, Dallas, Texas 75247-6195, before such individual’s name may be placed on the Ballot. Therefore, this signed Acknowledgement MUST BE SUBMITTED/DELIVERED to the chief appraiser before October 15, 2025.

If you have any questions about this process, please contact Deputy Chief Appraiser, Cheryl Jordan, at DCADelections@dcad.org or by phone 214-819-2312, her direct line, or 214-631-0520, DCAD’s main number.

Enclosure/Attachment: Acknowledgment of Director Duties; Sample Nomination Resolution; Nominee Questionnaire; Voting Entitlement List

"ACKNOWLEDGMENT OF DUTIES OF MEMBER OF APPRAISAL DISTRICT BOARD OF DIRECTORS

"I hereby acknowledge that I have read and understand the duties of a member of the board of directors of an appraisal district. I understand that the statutory responsibilities include:

"(1) establishing the appraisal district office;

"(2) hiring a chief appraiser;

"(3) adopting the appraisal district's annual operating budget after filing notice and holding a public hearing;

"(4) adopting a new budget if voting taxing units disapprove of the initial budget;

"(5) determining whether to remove members of the appraisal review board if the board of directors of the appraisal district is the appointing authority and potential grounds for removal arise;

"(6) notifying voting taxing units of any vacancy in an appointive position on the board and electing a replacement from submitted nominees;

"(7) appointing a person to fill a vacancy in an elective position on the board;

"(8) electing a chairman and a secretary of the board at the first meeting each year;

"(9) holding board meetings at least quarterly;

"(10) developing and implementing policies regarding reasonable access to the board;

"(11) preparing information describing the board's functions and complaint procedures and making that information available to the public and to participating taxing units;

"(12) notifying parties to a complaint filed with the board of the status of the complaint, unless otherwise provided;

"(13) in populous counties, appointing a taxpayer liaison officer and deputy taxpayer liaison officers;

"(14) annually evaluating the performance of the taxpayer liaison officer and any deputy taxpayer liaison officers, including reviewing the timeliness of complaint resolution;

"(15) referring matters investigated by a taxpayer liaison officer relating to the appraisal review board's conduct to the local administrative district judge with a recommendation;

"(16) developing a biennial written plan for the periodic reappraisal of all property in the appraisal district, filing notice and holding a public hearing on the plan, approving the plan, and distributing copies of the plan to participating taxing units and the comptroller;

"(17) making agreements with newly formed taxing units on an estimated budget allocation for that taxing unit;

"(18) having an annual financial audit prepared by an independent certified public accountant, delivering a copy of the audit to each voting taxing unit, and making the audit available for inspection at the appraisal district office;

"(19) designating the appraisal district depository biennially;

"(20) receiving resolutions from voting taxing units disapproving of board actions;

"(21) adhering to Local Government Code requirements for purchasing and entering into contracts;

"(22) providing advice and consent to the chief appraiser concerning the appointment of an agricultural appraisal advisory board and determining the number of members of that advisory board;

"(23) adhering to laws concerning the preservation, microfilming, destruction, or other disposition of records; and

"(24) adopting and implementing a policy for the temporary replacement of a member of an appraisal review board who violates ex parte communication requirements.

"Furthermore, I recognize that the board does not appraise property or review the value of individual properties. I acknowledge that tax rates and tax burdens are determined by applicable taxing jurisdictions, not the appraisal district board of directors."

Date: _____

Signature

Name: _____
(please print)

RESOLUTION NO. ____

A RESOLUTION OF THE {insert governing body e.g., city council, school board, commissioners} OF THE {insert name of jurisdiction} NOMINATING CANDIDATES FOR ELECTION TO THE BOARD OF DIRECTORS OF DALLAS CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser of the Dallas Central Appraisal District has been charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Dallas Central Appraisal District, according to the Property Tax Code of Texas; and

WHEREAS, Texas Property Tax Code Sections 6.03(e) and 6.03(g) provides that each taxing unit entitled to vote may nominate by resolution up to two (2) candidates to become a member of the Board of Directors to be submitted to the Chief Appraiser before October 15, 2025;

NOW, THEREFORE, BE IT RESOLVED BY THE {insert governing body e.g., city council, school board, commissioner} OF THE {insert name of jurisdiction}:

SECTION 1. That the {insert governing body e.g., city council, school board, commissioner} of {inset name of the jurisdiction}, does hereby nominates the following persons as a candidate for election to the Board of Directors of the Dallas Central Appraisal District:

- 1.
- 2.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the {insert the name of the governing body} of the {insert the name of the jurisdiction}, on this the ____ day of _____, 2025.

NAME OF JURISDICTION

MAYOR/PRESIDENT/COUNTY JUDGE

ATTEST:

Nominee Information Questionnaire
Dallas Central Appraisal District Board of Directors

Your name has been submitted by a Dallas Central Appraisal District Taxing Unit as a candidate for the Dallas CAD Board of Directors. Please provide the following information and feel free to attach any additional information. **The form must be returned by October 15, 2025.**

Name

Home Address/City/Zip

Cell Phone

E-mail

1. Are you a resident of Dallas County? **Yes/No**
 - a. If yes, have you resided in Dallas County for at least two years immediately preceding the beginning of this term (January 1, 2026)?

2. Are you an elected official or member of a governing body of a taxing unit in Dallas County? **Yes/No**
 - a. If yes, which taxing unit? _____

3. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Dallas County? **Yes/No**
 - a. If yes, which taxing unit? _____
 - b. When? _____

4. Are you related to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Texas Property Tax Code? **Yes/No**
 - a. If yes, please list the degree of relation. _____

5. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

6. Are you currently, or have you ever served as a voting member of the Dallas CAD Board of Directors? **Yes/No**
If yes, what years have you served? _____

7. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**

8. Have you ever been engaged in the business of _____ **Yes/No**

representing property owners for compensation in the proceedings under the Property Tax Code in Dallas County in the last three years?

9. Are you, or have you ever been an employee of Dallas CAD? **Yes/No**
a. If yes, year(s) you were employed? _____

10. Do you directly or through a business entity have substantial interest in a contract with Dallas CAD or a taxing unit that participates in the District? **Yes/No**
a. If yes, please list: _____

11. Please give a brief statement on why you would be interested in serving on the Dallas Central Appraisal District Board of Directors.

12. Please list any additional information you believe would be beneficial for the Dallas County Taxing Units to know about you.

Return to: Your Nominating Taxing Unit or
Cheryl Jordan - Dallas Central Appraisal District
2949 N. Stemmons Freeway
Dallas, TX 75247
DcadElections@dcad.org

Dallas Central Appraisal District 2025 Calculation of Taxing Unit Votes for Board of Directors Per Texas Property Tax Code Section 6.03(d)

SUPPLEMENTAL #09-2024 EVR DATED 09/4/2024 FOR TAX YEAR 2024 FOR ALL ENTITIES

ENTITY	2024 Taxable Value As of 09-2024 Supplemental	2024 Tax Rate	2024 Estimated Taxes Imposed	Taxing Unit Percentage of Total Taxes Imposed	1,000 Multiplier	Round	Multiply by Number of Directors (2)	2025 Taxing Unit Voting Entitlement	Taxing Unit Percentage of Total Votes (Yellow Highlight ≥ 5%) TPTC 6.03(k-1)
COUNTYWIDE ENTITIES									
Dallas County	\$416,443,435,417	0.215500	\$897,435,603	10.86226%	108.62262	109	218	218	11%
Dallas College	426,915,850,533	0.105595	\$450,801,792	5.45635%	54.56355	55	110	110	5%
GRAND TOTAL OF COUNTYWIDE	\$843,359,285,950		\$1,348,237,396	16.31862%	163.18616	163	328	328	
CITIES									
Addison	\$6,473,963,723	0.609822	\$39,479,655	0.47785%	4.77849	5	10	10	0%
Balch Springs	2,058,989,412	0.794629	\$16,361,327	0.19803%	1.98032	2	4	4	0%
Carrollton	10,309,498,743	0.538750	\$55,542,424	0.67227%	6.72267	7	14	14	1%
Cedar Hill	6,537,656,328	0.636455	\$41,609,241	0.50362%	5.03624	5	10	10	0%
Cockrell Hill	233,643,105	0.695086	\$1,624,021	0.01966%	0.19657	0	0	0	0%
Combine	27,826,346	0.350000	\$97,392	0.00118%	0.01179	0	0	0	0%
Coppell	11,461,852,683	0.458632	\$52,567,724	0.63626%	6.36262	6	12	12	1%
Dallas	204,668,252,776	0.704700	\$1,442,297,177	17.45708%	174.57085	175	350	350	17%
DeSoto	7,870,705,758	0.684934	\$53,909,140	0.65250%	6.52498	7	14	14	1%
Duncanville	3,942,984,246	0.614834	\$24,242,808	0.29343%	2.93427	3	6	6	0%
Farmers Branch	9,979,772,798	0.543500	\$54,240,065	0.65650%	6.56504	7	14	14	1%
Ferris	31,223,641	0.534800	\$166,984	0.00202%	0.02021	0	0	0	0%
Garland	26,599,868,293	0.689746	\$183,471,528	2.22068%	22.20678	22	44	44	2%
Glenn Heights	986,790,869	0.565015	\$5,575,516	0.06748%	0.67484	1	2	2	0%
Grand Prairie	14,268,823,626	0.660000	\$94,174,236	1.13985%	11.39854	11	22	22	1%
Grapevine	503,956,111	0.241165	\$1,215,366	0.01471%	0.14710	0	0	0	0%
Highland Park	9,400,619,935	0.208550	\$19,604,993	0.23729%	2.37292	2	4	4	0%
Hutchins	1,556,141,852	0.630082	\$9,804,970	0.11868%	1.18676	1	2	2	0%
Irving	42,014,585,664	0.589100	\$247,507,924	2.99575%	29.95753	30	60	60	3%
Lancaster	6,631,932,334	0.604606	\$40,097,061	0.48532%	4.85321	5	10	10	0%
Lewisville	135,776,953	0.422435	\$573,569	0.00694%	0.06942	0	0	0	0%
Mesquite	15,186,970,290	0.690000	\$104,790,095	1.26834%	12.68344	13	26	26	1%
Ovilla	49,955,648	0.626213	\$312,829	0.00379%	0.03786	0	0	0	0%
Richardson	15,112,495,539	0.542180	\$81,936,928	0.99174%	9.91737	10	20	20	1%
Rowlett	7,985,870,053	0.769691	\$61,466,523	0.74397%	7.43970	7	14	14	1%
Sachse	2,933,206,549	0.650416	\$19,078,045	0.23091%	2.30914	2	4	4	0%
Seagoville	1,454,324,423	0.710932	\$10,339,258	0.12514%	1.25143	1	2	2	0%
Sunnyvale	2,119,907,156	0.453000	\$9,603,179	0.11623%	1.16234	1	2	2	0%
University Park	11,695,176,346	0.229964	\$26,894,695	0.32552%	3.25524	3	6	6	0%
Wilmer	2,373,302,778	0.432143	\$10,256,062	0.12414%	1.24136	1	2	2	0%
Wylie	264,974,797	0.534301	\$1,415,763	0.01714%	0.17136	0	0	0	0%
GRAND TOTAL OF CITIES	\$424,871,048,775		\$2,710,256,498	32.80404%	328.04042	328	654	654	
SCHOOL DISTRICTS									
Carrollton-FB ISD	\$27,289,093,397	0.983600	\$268,415,523	3.24881%	32.48812	32	64	64	3%
Cedar Hill ISD	6,069,916,206	1.127900	\$68,462,585	0.82865%	8.28648	8	16	16	1%
Coppell ISD	18,652,862,790	1.002600	\$187,013,602	2.26355%	22.63550	23	46	46	2%
Dallas ISD	195,327,449,741	0.997235	\$1,947,873,693	23.57641%	235.76415	236	472	472	24%
DeSoto ISD	5,291,507,331	1.065200	\$56,365,136	0.68222%	6.82225	7	14	14	1%
Duncanville ISD	7,197,014,578	1.105700	\$79,577,390	0.96318%	9.63178	10	20	20	1%
Ferris ISD	64,238,971	1.140800	\$732,838	0.00887%	0.08870	0	0	0	0%
Garland ISD	33,132,872,622	1.050900	\$348,193,358	4.21442%	42.14416	42	84	84	4%
Grand Prairie ISD	13,875,271,518	1.057700	\$146,758,747	1.77632%	17.76319	18	36	36	2%
Grapevine-Colleyville ISD	511,644,897	0.923300	\$4,724,017	0.05718%	0.57178	1	2	2	0%
Highland Park ISD	23,378,147,635	0.866900	\$202,665,162	2.45299%	24.52992	25	50	50	2%
Irving ISD	22,750,859,055	1.015900	\$231,125,977	2.79747%	27.97472	28	56	56	3%
Lancaster ISD	6,109,744,509	1.224400	\$74,807,712	0.90545%	9.05448	9	18	18	1%
Mesquite ISD	15,036,507,363	1.096900	\$164,935,449	1.99632%	19.96324	20	40	40	2%
Richardson ISD	35,774,202,646	1.105200	\$395,376,488	4.78551%	47.85505	48	96	96	5%
Sunnyvale ISD	2,227,430,907	1.186900	\$26,437,377	0.31999%	3.19989	3	6	6	0%
GRAND TOTAL OF ISD'S	\$412,688,764,166		\$4,203,465,055	50.87734%	508.77341	509	1,020	1,020	
GRAND TOTAL			\$8,261,958,949	100.00000%	1,000.00000		2,002	2,002	100%

Per TPTC 6.03 (k-1) TU with 5% or greater: 6.03(k-1) This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

B. CONSIDER APPROVAL OF THE RESOLUTION
AUTHORIZING THE INITIATION OF THE SALE OF REAL
PROPERTY LEGALLY DESCRIBED AS APPROXIMATELY
4.558 ACRES LOCATED IN THE GC & SF RAILROAD
SURVEY, ABSTRACT NO. 516, CITY OF CEDAR HILL,
DALLAS COUNTY, TEXAS.

15



Board Agenda Item

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
10-10-2025	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	<p>IV. ACTION ITEMS</p> <p>B. CONSIDER APPROVAL OF THE RESOLUTION AUTHORIZING THE INITIATION OF THE SALE OF REAL PROPERTY LEGALLY DESCRIBED AS APPROXIMATELY 4.558 ACRES LOCATED IN THE GC & SF RAILROAD SURVEY, ABSTRACT NO. 516, CITY OF CEDAR HILL, DALLAS COUNTY, TEXAS</p>				
Presenter or Contact Person:	Chief Financial Officer Jaclyn West				
Policy/Code:	CDB (Legal)				
Summary:	<p>On April 7, 2025, the Board authorized administration to pursue the sale of districtowned properties that are no longer needed for educational purposes. Following negotiations with the City of Cedar Hill, we have reached a final agreement for the sale of the properties located at 912 Cedar Street and 914 Bradenburg.</p> <p>We are presenting this agreement for Board consideration in the amount of \$1,207,870.</p>				
Attachments:	Resolution, Agreement of Sale and Purchase, and Lease Agreement				
Recommendation:	Administration recommends approval of the resolution as presented.				
Recommended Motion:	I move to approve resolution authorizing the initiation of the sale of real property legally described as approximately 4.558 acres located in the GC & SF Railroad Survey, Abstract No. 516, City of Cedar Hill, Dallas County, Texas as presented.				

**RESOLUTION OF THE BOARD OF TRUSTEES OF
CEDAR HILL INDEPENDENT SCHOOL DISTRICT
AUTHORIZING THE SALE OF REAL PROPERTY**

WHEREAS, the Board of Trustees (the “Board”) of the Cedar Hill Independent School District (the “District”) is authorized by Texas Education Code § 11.51 to govern and oversee the management of the public schools in the District; and

WHEREAS, under Texas Education Code § 11.151(c) all rights and titles to the real property of the District are vested in the Board and their successors in office; and

WHEREAS, pursuant to Texas Education Code §§ 11.151(c) and 11.154(a), the Board may dispose of property that is no longer necessary for the operation of the District and may, by resolution, authorize the sale of such property; and

WHEREAS, pursuant to Texas Education Code § 11.154(b), such sale of the property is to be by deed signed and executed by the President of the Board to the purchaser of the property reciting the resolution of the Board of Trustees authorizing the sale; and

WHEREAS, this Board authorized the District to initiate proceedings to sell approximately 4.558 acres located in the GC & SF Railroad Survey, Abstract No. 516, City of Cedar Hill, Dallas County, Texas (the “Property”); and

WHEREAS, officials of the District pursuant to Board directive and pursuant to the notice and bid provisions of Local Government Code § 272.001 offered the Property for sale, and received a bid from the City of Cedar Hill (the “City”) for \$1,207,870.00, below fair market value for the Property; and

WHEREAS, pursuant to Texas Local Government Code § 272.001(l), the District may donate or sell real property for less than fair market value and without complying with the notice and bidding requirements a designated parcel of land or an interest in real property to another political subdivision if:

1. The land or interest will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling district;
2. The donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and
3. The title and right to possession of the land or interest revert to the donating or selling district if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose; and

WHEREAS, the City is a political subdivision of the State of Texas and will purchase this property as part of its downtown revitalization efforts to develop the Property and improve the economy of the City for the benefit of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CEDAR HILL INDEPENDENT SCHOOL DISTRICT THAT:

RESOLVED, the Board finds that the City's intended use serves a purpose that benefits the District's public interest by improving the City's economy for its residents who attend, are employed by, or are otherwise interested stakeholders in the District.

RESOLVED, the Board fully authorizes the sale of the Property to the City of Cedar Hill, Texas, by execution of a deed and contract of sale, with terms agreeable to the District, by the President of this Board of Trustees, as the Property is no longer needed for the educational purposes and operation of the District and the maintenance of said Property is consuming resources in excess of its contribution to the furtherance of the educational purpose of the District; and

RESOLVED, the deed shall recite the approval of this resolution by the Board.

PASSED AND APPROVED this ____ day of _____, 2025 by the Board of Trustees for the Palmer Independent School District.

By: _____
Dr. Denise Roache-Davis, Board President

Attest: _____
Carma Morgan, Board Secretary

AGREEMENT OF SALE AND PURCHASE

This contract to buy and sell real property is between Seller and Purchaser as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Purchaser as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Purchaser must deliver the Earnest Money to Title Company and obtain Title Company's signature upon execution of this Agreement for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Purchaser is in default.

Seller: Cedar Hill Independent School District
Address: 285 Uptown Blvd., Building 300, Cedar Hill, Texas 75104
Phone: (972) 291-1581
Fax: (972) 291-5231
Email: maria.gamell@chisd.net

Seller's Attorney: Mike Leasor, Leasor Crass, P.C.
Address: 302 West Broad Street, Mansfield, Texas 76063
Phone: (682) 422-0009
Fax: (682) 422-0008
Email: mike@leasorcrass.com

Purchaser: The City of Cedar Hill, Texas
Address: 285 Uptown Blvd., Cedar Hill, Texas 75104
Phone: (972) 291-5100
Fax: (972) 291-5113
Email: melissa.valadez@cedarhilltx.com

Purchaser's Attorney: Ron G. MacFarlane, Jr.
Address: 320 Decker Dr., Irving, Texas 75062
Phone: (214) 232-5158
Fax: (469) 453-6094
Email: ron.macfarlane@cedarhilltx.com

Property: The location and description of the properties are as follows: 1) 4.001 Acres, Part Block 34, and 35, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 912 Cedar Street, Cedar Hill, Texas 75104; and 2) 0.557 Acres, Part Lots 1 & 4, Block 32, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 914 Brandenburg Street, Cedar Hill, Texas 75104 (the "Property"). The Seller will retain all mineral rights.

Title Company: Willis Title Partners PLLC,
Address: 9000 FM 2147 Suite 207, Horseshoe Bay, TX 78657

Purchase Price

Total purchase price: \$1,207,870.00

Earnest Money: Waived.

County for Performance: Dallas

Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence. The deadlines may be altered by mutual agreement of the parties, in writing.

- a. Earnest Money Deadline: Upon execution of this Agreement (the "Effective Date")
- b. Delivery of Survey: Within ten (10) days of the Effective Date
- c. Delivery of Title Commitment: Ten (10) days after the Effective Date
- d. Delivery of Title Objections: Ten (10) days after receipt of Title Commitment
- e. End of Inspection Period: Twenty (20) days after the Effective Date
- f. Closing Date: Ten (10) days after the Inspection Period
- g. Closing Time: 10:00 a.m. unless otherwise agreed by Seller and Buyer

Closing Documents

- a. At closing, Seller will deliver the following items:
 - Special Warranty Deed
 - Evidence of Seller's authority to close this transaction
- b. At closing, Purchaser will deliver the following items:
 - Evidence of Purchaser's authority to consummate this transaction
 - Purchase Price

The documents listed in this section are collectively known as the "Closing Documents."

1.0 Exhibits

The following are attached to and are a part of this contract:

- Exhibit A: Description of the Land
- Exhibit B: Special Warranty Deed
- Exhibit C: Non-Foreign Affidavit
- Exhibit D: Release and Indemnification
- Exhibit E: Representations; Environmental Matters

1.01 Sale and Purchase. Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase and accept from Seller, for the price and subject to the terms, covenants, conditions and provisions herein set forth, the following:

- a. The location and description of the property is as follows: approximately 1) 4.001 Acres, Part Block 34, and 35, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 912 Cedar Street, Cedar Hill, Texas 75104; and 2) 0.557 Acres, Part Lots 1 & 4, Block 32, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 914 Brandenburg Street, Cedar Hill, Texas 75104. Seller to retain all mineral rights.;
- b. All right, title and interest, if any, of Seller, in and to any land lying in the bed of any street, road or access way, opened or proposed, in front of, at a side of or adjoining the Land or Improvements to the centerline thereof (“Property Rights”);
- c. All right, title and interest of Seller, reversionary or otherwise, in and to all easements in or upon the Land, and all other rights and appurtenances belonging or in anywise pertaining thereto (“Appurtenances”); and
- d. Seller retains all mineral rights to the Property.
- e. Survey Costs: All costs and fees required to perform a survey will be borne by the Purchaser.

2.01 Purchase Price. The purchase price (“Purchase Price”) to be paid by Purchaser to Seller for the sale and conveyance of the Property shall be \$1,207,870.00, plus Survey Costs and Closing Costs and shall be payable to Seller at the closing of the transaction contemplated hereby (“Closing”) by cashier's check or wire transfer.

2.02 Reserved

2.03 “AS IS” Condition. It is a material term and condition of this Agreement that Purchaser has agreed to accept the Property “AS IS, WHERE IS” with all patent and latent defects and to release Seller from liability in connection with any condition of the Property.

3.01 Disclaimer of Warranties and Covenants.

- a. IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS (SPECIFICALLY MAKING NO WARRANTY OF COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT OF 1990), INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR

COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (iii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (iv) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF INCLUDING THE POSSIBLE PRESENCE OF ENVIRONMENTAL CONTAMINATION, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY **"AS IS, WHERE IS, WITH ALL FAULTS"** AND WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, EXCEPT FOR THE SPECIAL WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT OR THE CLOSING AND NOT MERGE THEREIN AND SHALL BE INCORPORATED INTO THE SPECIAL WARRANTY DEED.

- b. Without limiting the generality of the foregoing, the parties acknowledge and agree:
 1. It is a material term and condition of the sale that the Property shall be sold **"AS IS, WHERE IS, WITH ALL FAULTS."**
 2. SELLER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF, EXCEPT FOR THE WARRANTIES OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO

BE DELIVERED AT CLOSING.

3. SELLER EXPRESSLY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF ANY INFORMATION PROVIDED BY ANY TITLE COMPANY, GOVERNMENTAL ENTITY, SURVEYOR, OR ANY OTHER SOURCE, WHICH MAY BE PROVIDED AS A PART OF THE BID DOCUMENTS OR IN CONNECTION WITH THE BID PROCESS, ANY SUCH INFORMATION BEING SUPPLIED SOLELY FOR THE PURPOSE OF DISCLOSING THE INFORMATION WHICH SELLER HAS IN ITS POSSESSION REGARDING THE LOCATION AND TITLE TO THE PROPERTY AT THE TIME OF BID SOLICITATION, UPON THE CONDITION AND WITH THE UNDERSTANDING THAT PURCHASER IS REQUIRED TO CONDUCT AND WILL IN FACT CONDUCT, ITS OWN INDEPENDENT DETERMINATION OF THE CONDITION, MERCHANTABILITY, FITNESS AND USABILITY OF THE PROPERTY FOR THE PURCHASER'S PURPOSES, INCLUDING ENVIRONMENTAL, TITLE AND ACCESS MATTERS, AND THAT THE PURCHASER WILL BE RELYING SOLELY ON SUCH DETERMINATION IN ACQUIRING THE PROPERTY. ALL DISCLAIMERS OF WARRANTIES AND REPRESENTATIONS IN THIS SECTION SHALL SURVIVE CLOSING.

4.01.1 Survey. Purchaser acknowledges that Seller has not provided a survey of the Land. If Purchaser desires to obtain a survey of the Land, then within ten (10) days after the Effective Date, Purchaser shall, at Purchaser's sole cost and expense, obtain and cause to be furnished to Seller and Title Company a current on-the-ground perimeter survey of the Land (the "Survey") consisting of a plat and field notes, prepared and certified to Seller, Purchaser and Title Company as to all matters shown thereon by a surveyor licensed by the State of Texas and acceptable to Seller. The Survey shall comply with the standards of a Category 1-A survey as specified by the latest edition of the *Manual of Practice for Land Surveying in Texas* published by the Texas Society of Professional Surveyors. Purchaser shall be deemed to have received the Survey on the date of actual receipt or the 10th day after the Effective Date, whichever date is earlier.

5.01 Title Commitment.

- a. Seller shall, within ten (10) days after the Effective Date, at Purchaser's cost and expense, cause to be furnished to Purchaser (a) a title commitment ("Title Commitment"), showing Seller as the record title owner of the Land by the terms of which Title Company agrees to issue to Purchaser at Closing an owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price on the standard form therefor promulgated by the Texas Department of Insurance insuring Purchaser's fee simple title to the Land to be good and indefeasible subject to the terms of such policy and the Schedule B exceptions; and (b) copies of all documents ("Title Documents") describing all Schedule B title exceptions shown on the Updated Commitment. By execution of this Agreement, Purchaser has agreed to take title to the Property subject to all matters reflected on the Survey, all title matters listed in the Bid Package and all matters shown as Permitted Exceptions to the Deed (as hereinafter defined) attached hereto as Exhibit B. Seller will not pay for a "survey deletion"

to the Title Policy, any endorsements, or any inspection of the Property by Title Company. Purchaser shall be responsible for paying all such costs should Purchaser require same.

- b. As used herein, the term "Title Objection Period" shall mean a period commencing on the first day following Seller's delivery to Purchaser of the Title Commitment and Title Documents and Purchaser's receipt (or deemed receipt) of the Survey, if applicable, and ending ten (10) days thereafter. Purchaser may make objections to any matters shown in Schedule B of the Commitment and any matters shown on the Survey to which Purchaser objects. All exceptions listed in the Updated Commitment or matters not previously shown on the Survey, which are not objected to by the Purchaser in accordance with this Section by delivery of written notice to Seller within the Title Objection Period shall be conclusively deemed to be acceptable to the Purchaser and shall be Permitted Exceptions. In the event Purchaser timely objects as permitted by this Section to any title exception ("Title Objection"), Seller may, but shall not be obligated to, cure such Title Objection. In the event Seller is unable or unwilling to cure any Title Objection, Purchaser shall have as its sole remedy the right to terminate this Agreement prior to the expiration of the Inspection Period by providing Seller with written notice of termination in the manner provided in this Agreement. If Purchaser does not terminate the Agreement pursuant to the terms of this Agreement, Purchaser shall be deemed to have waived any uncured Title Objections and such uncured Title Objections shall be conclusively deemed to be acceptable to Purchaser and shall be Permitted Exceptions.
- c. As used in this Agreement, the term "Permitted Exceptions" shall mean:
1. all matters listed as Permitted Exceptions on Exhibit B to the Deed;
 2. all matters (other than liens) reflected on the Survey;
 3. all matters reflected on the Commitment to which Purchaser fails to timely object pursuant to this Section;
 4. if applicable, all matters shown on the New Survey to which Purchaser is entitled to object but to which Purchaser fails to timely object pursuant to this Section;
 5. all matters reflected on the Updated Commitment and shown on the New Survey, if applicable, timely objected to by Purchaser in accordance with this Section, but waived by Purchaser or deemed to be waived by Purchaser in accordance with this Section; and
 6. any and all other matters set forth or referred to herein as Permitted Exceptions.
- d. In the event of termination of this Agreement pursuant to this Section, upon Purchaser's delivery to Seller of the Purchaser's Information, the Earnest Money shall be returned to Purchaser and thereafter neither party shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

5.02 Reserved

6.01 Seller's Remedies. In the event Purchaser fails to perform its obligations pursuant to this Agreement for any reason other than termination of this Agreement by Purchaser pursuant to a right to so terminate expressly set forth in the Agreement or failure by Seller to perform hereunder, Seller shall be entitled to (i) terminate this Agreement and retain the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder; (ii) enforce specific performance; or (iii) pursue any other right or remedy available at law or equity.

6.02 Purchaser's Remedies. In the event Seller fails to perform its obligations pursuant to this Agreement for any reason other than the termination of this Agreement by Seller pursuant to a right to terminate expressly set forth in this Agreement or failure by Purchaser to perform hereunder, Purchaser shall have, as its sole and exclusive remedy, the right to terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing, and receive back the Earnest Money. Upon such termination and return of Earnest Money, neither party will have any further rights or obligations hereunder, except as otherwise expressly provided herein.

6.03 Attorneys' Fees. In the event any litigation arises out of this Agreement between the parties hereto, each party shall bear their respective attorney's fees and court costs.

6.04 Reserved

7.01 Closing Date. The Closing shall be held at the Title Company's offices (or such other location as may be mutually agreed upon by Seller and Purchaser) on or before the date which is seven (7) days after objections made to Title Commitment have been cured or waived (the "Closing Date").

7.02 Closing Matters.

- a. At Closing, Seller shall:
 1. Cause the Title Company to modify (by interlineation or otherwise) the Updated Commitment to reflect only the Permitted Exceptions, thereby indicating the commitment of the Title Company to issue to Purchaser the Title Policy; and
 2. Deliver possession of the Property.
- b. At Closing, Seller shall execute, deliver, and acknowledge the following documents:
 1. A special warranty deed ("Deed") in the form attached hereto as Exhibit "B" and made a part hereof, conveying fee simple title to the Property to Purchaser, free and clear of any liens and encumbrances other than ad valorem taxes, if any, and the Permitted Exceptions;
 2. A non-foreign affidavit in the form attached hereto as Exhibit "C" and made a part hereof; and
 3. A release and indemnification, as permitted by law, ("Release and Indemnification") in the form attached hereto as Exhibit "D" and made a part hereof.
- c. At Closing, Purchaser shall:
 1. Deliver the Purchase Price to the Title Company (all monies Purchaser is required to deliver shall be paid by cashier's check or wired to the account designated by Title Company and available for disbursement no later than 2:00 p.m., local time, on the Closing Date);
 2. Execute and acknowledge the Deed;
 3. Execute and deliver such other documents as may be reasonably required by Seller or Title Company including, but not limited to, a certified copy of a resolution, if applicable, in form approved by Seller authorizing Purchaser to execute the documents necessary to consummate the purchase of the Property in accordance with this

- Agreement and designating those persons authorized to execute and deliver all necessary documents at Closing; and
4. Execute and acknowledge the Release and Indemnification.
- d. All normal and customarily pro-ratable items (with the exception of ad valorem and similar taxes and assessments) relating to the Property shall be prorated between Seller and Purchaser as of Closing. Real and personal property ad valorem and similar taxes and assessments will not be prorated. Purchaser shall assume all responsibility and liability for the payment of all ad valorem and similar taxes and assessments for the year in which Closing occurs, and for the payment of any additional ad valorem taxes and assessments (including penalties and interest) when assessed relating to the year of Closing or prior years arising out of a change in the use of the Land or a change in ownership. The provisions of this Section shall survive the Closing.
 - e. Purchaser shall provide to Seller for its review and approval no later than fifteen (15) days prior to Closing:
 1. Certificates of Account Status and Corporate Existence, By-laws and Articles of Incorporation, if Purchaser is a corporation;
 2. Partnership Agreement and, if appropriate, Certificate of Limited Partnership, if Purchaser is a partnership; or
 3. Certificates of Account Status and Corporate Existence, Articles of Organization and Regulations, if Purchaser is a limited liability company; or
 4. Trust Agreement and statement identifying the person who will be the true owner of the Property if Purchaser is a trust or is acting as a trustee. Purchaser shall provide such other documents as Seller shall reasonably request, and the Closing hereunder shall be contingent upon Seller's approval thereof.

7.03 Closing Costs.

- a. *Closing Costs.* Closing costs to be borne by Seller shall be the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to prepare and record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment related to the Seller; .
- b. *Purchaser's Costs.* Purchaser will pay all other customary closing costs including, but not limited to, the escrow fee charged by the Title Company; the cost to obtain a survey; the cost to record the deed; the basic charge for the Title Policy; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Purchaser; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the costs of work required by Purchaser to have the survey reflect matters other than those required under this contract; and the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Purchaser's lender.
- c. *Attorney's Fees.* Each party will pay its own expenses and attorney's fees.
- d. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will not be prorated between Purchaser and Seller as of the Closing Date. Seller is a Texas Independent School District and has no liability for ad valorem taxes. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the

closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

If this sale or Purchaser's use of the Property results in the assessment of additional taxes for periods before closing, Purchaser will pay the additional taxes.

- e. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days of notice of Purchaser's invoice.
- f. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Purchaser will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- g. *Brokers' Commissions.* Purchaser agrees to pay brokers' fees in the amount of six percent (6.0%). Purchaser indemnifies and agrees to defend and hold the Seller harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

7.04 Reserved.

7.05 Indemnity. Purchaser hereby indemnifies Seller against and agrees to defend and hold Seller harmless from and against any and all claims, costs, expenses (including reasonable attorneys' fees), damages, causes of action and liabilities of every kind and nature whatsoever, arising out of (i) the ownership and operation of the Property after the Closing; (ii) any and all activities related thereto, including, without limitation, any injury to tenants, invitees, licensees, guests, customers or other persons injured on the Property after the Closing; and (iii) any failure on the part of Purchaser to perform any obligation which it assumes under this Agreement or any of the documents executed at Closing. Should Seller receive notice of any actual or asserted claim, costs, expense, damage, cause of action or liability for which it desires to be held harmless and indemnified, it shall send notice thereof to Purchaser. The obligations of Purchaser under this Section 7.05 shall survive Closing.

8.01 Condemnation. If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Land or Improvements, and the same is not dismissed on or before ten (10) days prior to Closing, then either Purchaser or Seller shall have the right to terminate this Agreement on or before the Closing Date.

9.01 Miscellaneous Provisions

- a. *Public Purpose.* Pursuant to Texas Local Government Code § 272.001(l), Seller may donate or sell real property for less than fair market value and without complying with the

notice and bidding requirements a designated parcel of land or an interest in real property to another political subdivision if:

1. The land or interest will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling district;
2. The donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and
3. The title and right to possession of the land or interest revert to the donating or selling district if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose.

This Agreement is made pursuant to Texas Local Government Code § 272.001(l), and Purchaser agrees that title and right to possession of the above-described Property, or interest, or any part thereof, shall revert to the Seller if Purchaser, as the acquiring political subdivision, ceases to use the land or interest in carrying out a public purpose.

- b. *Entire Agreement.* This Agreement (including the exhibits attached hereto and made a part hereof), the Bid, and Bid Package contain the entire agreement of the parties hereto. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by the parties hereto, and by reference made a part hereof.
- c. *Binding.* This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. Seller shall have the right to assign this Agreement without Purchaser's prior consent. Purchaser may not assign its rights under this Agreement without Seller's prior written consent, which consent may be withheld in Seller's sole discretion.
- d. *Effective Date.* The "Effective Date," as that term is used in this Agreement, shall mean the date on which the Title Company acknowledges (by execution of the Joinder by Title Company) its receipt of a copy of this Agreement executed by both Seller and Purchaser and receipt of the Earnest Money.
- e. *Notice.* Any notice, communication, request, reply or advice (collectively, "Notice") provided for or permitted by this Agreement to be made or accepted by either party must be in writing. Notice may, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, registered or certified mail, and addressed to the party to be notified, with return receipt requested; (ii) by hand delivering the same to such party, or an agent of such party, with written acknowledgment of receipt obtained therefor; (iii) by email or (iv) by depositing the same with an overnight courier service guaranteeing "next day delivery," addressed to the party to be notified and with all charges prepaid. Notice deposited in the United States mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

To Seller: Cedar Hill Independent School District
285 Uptown Blvd., Building 300, Cedar Hill, Texas 75104
Phone: (972) 291-1581
Fax: (972) 291-5231

Email: maria.gamell@chisd.net

With a copy to: Mike Leasor
Leasor Crass, P.C.
302 W. Broad Street
Mansfield, TX 76063
Phone: (682) 422-0009
Fax: (682) 422-0008
Email: mike@leasorcrass.com

Purchaser: The City of Cedar Hill, Texas
285 Uptown Blvd., Cedar Hill, Texas 75104
Phone: (972) 291-5100
Fax: (972) 291-5113
melissa.valadez@cedarhilltx.com

With a copy to: Ron G. MacFarlane, Jr.
320 Decker Dr., Irving, Texas 75062
Phone: (214) 232-5158
Fax: (469) 453-6094
Email: _____

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other party.

- f. *Time.* Time is of the essence in all things pertaining to the performance of this Agreement.
- g. *Venue.* This Agreement is made and shall be performable in Dallas County, Texas, and shall be governed by the laws of the State of Texas. Venue for any action brought in connection with this Agreement or the Bid Package shall be in courts of competent jurisdiction in Dallas County, Texas.
- h. *Currency.* All dollar amounts are expressed in United States currency.
- i. *Section Headings.* The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.
- j. *Obligations.* To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, obligations and rights set forth herein shall not be deemed terminated at the time of Closing, nor will they merge into the various documents executed and delivered at the time of Closing.
- k. *Business Days.* In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday, the applicable date or period shall be extended to the first business day following such Saturday, Sunday or legal holiday. As used herein,

the term “legal holiday” means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Texas.

- l. *Authority of Purchaser.* Purchaser represents, warrants and covenants to and with Seller that (i) Purchaser has full right, power and authority to enter into this Agreement and, at Closing, will have full right, power and authority to consummate the purchase of the Property provided for herein, and (ii) the person(s) executing this Agreement on behalf of Purchaser is authorized to act on behalf of and in the name of Purchaser.
- m. *No Recordation.* Without the prior written consent of Seller, there shall be no recordation of either this Agreement or any memorandum hereof, or any affidavit pertaining hereto and any such recordation of this Agreement or memorandum hereto, by Purchaser without the prior written consent of Seller shall constitute a default hereunder by Purchaser, whereupon this Agreement shall, at the option of Seller, terminate and be of no further force and effect and all Earnest Money deposited hereunder shall be immediately delivered to Seller, whereupon the parties shall have no further duties or obligations one to the other, except as otherwise expressly provided herein.
- n. *Construction.* The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
- o. *Severability.* In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- p. *Executed Copies.* This Agreement may be executed in any number of counterpart copies, each of which counterparts shall be deemed an original for all purposes.
- q. *Exhibits.* All references to Exhibits contained herein are references to Exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim. It is expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.
- r. *Survival of Bid Package.* This Agreement is entered into by Purchaser pursuant to Seller's Bid Package. All of the terms, conditions and obligations of Purchaser in the Bid Package, except to the extent such terms, conditions and obligations are inconsistent with this Agreement, shall survive the execution of this Agreement and continue in full force and effect.
- s. *1031 Exchange.* Buyer will complete this transaction as part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. Seller agrees to the assignment of Buyers' interest in this earnest money contract to a Qualified Intermediary to effect said exchange. All expenses in connection with the contemplated exchange will be paid by the exchanging party. Seller will not incur any expense or liability with respect to the exchange. The Parties agree to cooperate fully and in good faith to arrange and consummate the exchange to comply, to the maximum extent feasible, with the provisions of Section 1031 of the Internal Revenue Code; provided however, there shall be no delay or extension of Closing, and Seller shall not unreasonably

withhold signing of the “Notice of 1031 Exchange” or any other instrument specifically required to facilitate the 1031 exchange. The other provisions of this Agreement will not be affected in the event the contemplated exchange fails to occur.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CEDAR HILL INDEPENDENT SCHOOL DISTRICT

By: _____
Maria Gamell, Superintendent
Cedar Hill Independent School District

Date: _____

PURCHASER

By: _____
City of Cedar Hill, Texas

Date: _____

Title Company acknowledges receipt of a copy of this contract executed by both Purchaser and Seller.

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION

1) 4.001 Acres, Part Block 34, and 35, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 912 Cedar Street, Cedar Hill, Texas 75104

2) 0.557 Acres, Part Lots 1 & 4, Block 32, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 914 Brandenburg Street, Cedar Hill, Texas 75104

EXHIBIT B

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

SPECIAL WARRANTY DEED

Date: OCTOBER 6, 2025

Grantor: BOARD OF TRUSTEES OF THE CEDAR HILL INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 285 Uptown Blvd., Building 300, Cedar Hill, Texas 75104

Grantee: The City of Cedar Hill, Texas

Grantee's Mailing Address: 285 Uptown Blvd., Cedar Hill, Texas 75104

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including improvements):

- 1) 4.001 Acres, Part Block 34, and 35, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 912 Cedar Street, Cedar Hill, Texas 75104
- 2) 0.557 Acres, Part Lots 1 & 4, Block 32, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 914 Brandenburg Street, Cedar Hill, Texas 75104 (the "Property")

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same. Notwithstanding the foregoing waiver of ingress and egress rights, nothing in this conveyance shall be deemed to prohibit Grantor's use of any directional drilling method.

Reservations from and Exceptions to Conveyance:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Dallas County water or utility district; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

As further covenant, consideration and condition, the following restriction shall in all things be observed, followed and complied with:

- a) Title and right to possession of the above-described Property, or interest, or any part thereof, shall revert to the Cedar Hill Independent School District if the City of Cedar Hill, as the acquiring political subdivision, ceases to use the land or interest in carrying out a public purpose.

These restrictions and conditions shall be binding upon Grantee and its successors and assigns, for a period of one hundred (100) years from the date hereof; and in case of a violation of the above restriction, the estate herein granted shall, without entry or suit, be immediately revert to and vest in the Grantor herein and its successor, the instrument shall null and void, and Grantor and its successors shall be entitled to immediately possession of such premises and the improvements thereon; and no act or omission upon the part of Grantor herein and its successors shall be a waiver of the operation or endorsement of such condition.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN AND THE LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THE CONTRACT OF SALE AND PURCHASE BY AND BETWEEN GRANTOR AND GRANTEE, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (IV) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER

Notary Public, State of Texas

Return to Grantee's Address:
The City of Cedar Hill, Texas
285 Uptown Blvd.
Cedar Hill, Texas 75104

EXHIBIT C

NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by CEDAR HILL INDEPENDENT SCHOOL DISTRICT (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and treasury regulations promulgated pursuant thereto);
2. The Transferor's U.S. taxpayer identifying number is -----; and
3. The Transferor's office address is: Cedar Hill Independent School District, 285 Uptown Blvd., Building 300, Cedar Hill, Texas 75104
4. The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Transferor. This affidavit is being given in connection with sale of the property described on Exhibit "A" attached hereto and made a part hereof.

CEDAR HILL INDEPENDENT SCHOOL DISTRICT

By: _____
 Name: Dr. Denise Roache-Davis, President
 Date: _____

SUBSCRIBED AND SWORN TO by Dr. Denise Roache-Davis, President, Board of Trustees of Cedar Hill Independent School District, before me, the undersigned authority, on this _____ day of _____, 20____, to certify which witness my hand and seal of office.

 Notary Public, State of Texas

EXHIBIT D
RELEASE AND INDEMNIFICATION

THIS RELEASE AND INDEMNIFICATION is executed by the City of Cedar Hill, Texas, (“Releasor”) for the benefit of Cedar Hill Independent School District (“Releasee”). Contemporaneously with the execution and delivery hereof, Releasor has acquired from Releasee all of Releasee's interest in and to the property located in Dallas County, Texas (the “Property”), described on Exhibit “A” attached hereto and made a part hereof for all purposes. As a material part of the consideration for the sale, Releasor agrees that Releasee shall not be responsible or liable to Releasor for any conditions affecting the Property, as Releasor has purchased the Property AS-IS, WHERE-IS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. Releasor or any one claiming by, through or under Releasor hereby fully releases Releasee, its administrators, Board of Trustees (both individually and collectively), employees, representatives, and agents for and agrees to indemnify, defend, and hold them harmless against any cost, loss, liability, damage, expenses, demand, cause of action or action arising from or related to any conditions affecting the Property, including but not limited to all costs, losses, liabilities, damages, expenses, demands and causes of action and actions arising out of or related to the presence, generation, treatment, storage or disposition of “Hazardous Materials” on, under, or at the Property or any part thereof. As used herein, the term “Hazardous Materials” shall mean any substance which is or contains (i) any “hazardous substance” as now or hereafter defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”) (42 U.S.C. § 9601, et seq.) or any regulations promulgated under CERCLA; (ii) any “hazardous waste” as now or hereafter defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) (“RCRA”) or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are classified or considered to be hazardous or toxic under the foregoing statutes or the common law, or any other applicable local, state or federal laws relating to the Property. Hazardous Materials shall include, without limitation, any substance the presence of which on the Property (A) requires reporting, investigation or remediation under the statutes cited above; or (B) causes or threatens to cause a nuisance on any portion of the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on any portion of the Property or adjacent property. Releasor further acknowledges and agrees that this Release and Indemnification shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This Release and Indemnification shall be binding upon Releasor, its successors, heirs and/or assigns, and shall inure to the benefit of Releasee, its successors, heirs, and/or assigns.

EXECUTED to be effective the _____ day of _____, 20____.

RELEASOR / PURCHASER:

By: _____
Name: The City of Cedar Hill, Texas

SUBSCRIBED AND SWORN TO by _____, before me, the undersigned authority, on this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Notary Public, State of Texas

ACCEPTED effective the _____ day of _____, 20____.

CEDAR HILL INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Denise Roache-Davis, Board President
Cedar Hill Independent School District

EXHIBIT E

REPRESENTATIONS; ENVIRONMENTAL MATTERS

A. Seller's Representations to Purchaser

Seller represents to Purchaser that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a duly organized, Texas Independent School District, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Purchaser. This contract is, and all documents required by this contract to be executed and delivered to Purchaser at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Purchaser. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Purchaser has given its consent.

8. *No Other Representation.* Except as stated above Seller makes no representation with respect to the Property.

9. *No Warranty.* Seller has made no warranty in connection with this contract.

B. "As Is, Where Is"

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE SELLER'S REPRESENTATIONS TO PURCHASER SET FORTH IN SECTION A OF THIS EXHIBIT.

THE PROPERTY WILL BE CONVEYED TO PURCHASER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES ARE DISCLAIMED.

The provisions of this section B regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is made and entered into as of October __, 2025 (the “Effective Date”) by and between Cedar Hill Independent School District, an independent school district and political subdivision of the State of Texas (“Tenant”) and the City of Cedar Hill, a home rule municipality located in the State of Texas (“Landlord”).

WITNESSETH:

WHEREAS, the parties hereto, for themselves, their successors and assigns, hereby covenant, as follows:

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the land commonly known as 912 Cedar Street, Cedar Hill, Texas 75104, and 914 Brandenburg Street, Cedar Hill, Texas 75104, more fully described in Exhibit A attached hereto and incorporated by reference, together with all buildings and other improvements situated thereon (collectively, the “Premises”). Landlord and Tenant will be parties to a future Agreement of Sale and Purchase (“Agreement”), in which Tenant will agree to sell Landlord the Premises; and after that time, Tenant will have possession of the Premises, as a tenant, for three years following the Effective Date, and that such occupancy shall be governed by the terms and conditions of this Lease.

2. **POSSESSION; TERM.** The term of this Lease (the “Term”) shall commence on the Effective Date (the “Commencement Date”) and terminate upon three years following the date of execution of the Agreement of Sale and Purchase (the “Expiration Date”) unless sooner terminated in accordance with the terms and conditions of this Lease.

3. **RENT.** During the Term, the Premises are leased at a rental rate (“Rent”) equal to \$10.00 per month, payable on the Effective Date and each month thereafter. Tenant shall pay to Landlord the Rent herein reserved at the times and in the manner hereinabove provided during the Term of this Lease. Payments are to be made to Landlord at Landlord’s address set forth below or such other place as Landlord may from time to time designate in writing. Tenant shall be allowed to prepay the Rent for the entire Term of this Lease.

4. **BROKERS.** Landlord and Tenant each represents and warrants to the other that it has dealt with no broker or agent in connection with this Lease.

5. **USE; UTILITIES; TAXES.** Tenant may use the Premises solely for school purposes, consistent with the use previously made by Tenant and its affiliates, along with other uses incidental thereto and any other lawful purpose. Tenant shall have the right to use the grounds, roads, driveways, sidewalks, parking areas, and other similar areas on the Premises, which enable Tenant to obtain full use and enjoyment of the Premises for all customary purposes. Tenant shall be responsible for the payment of all utilities necessary in connection with its use and occupancy of the Premises, consistent with Tenant’s prior use of the Premises as owner. Landlord shall be solely responsible for the timely payment of all ad valorem and other taxes and assessments against the Premises, if any, other than taxes assessed against the personal property of Tenant.

6. **ACCESS TO PREMISES.** Landlord or its agents shall have the right to enter the Premises at reasonable times during regular business hours to examine the same, to make such repairs as Landlord may deem necessary or desirable and to otherwise comply with its obligations hereunder, provided that in all cases, Landlord shall give Tenant reasonable prior written notice, and provided further that such entry shall not unreasonably interfere with Tenant's access to, or ability to conduct normal business operations within, the Premises. However, in case of an emergency, Landlord or its agents shall have the right to enter the Premises at any time and without prior notice. Tenant shall have access to and use of the Premises.

7. **NOTICES.**

(a) Any notice that either party may desire or be required to give the other shall be in writing and shall be deemed sufficiently given or rendered if sent by certified mail, return receipt requested, or reputable overnight air courier that provides written evidence of delivery, in each case addressed as follows:

If to Landlord: The City of Cedar Hill, Texas
285 Uptown Blvd.
Cedar Hill, Texas 75104
Phone: (972) 291-5100
Fax: (972) 291-5113
Email: melissa.valadez@cedarhilltx.com

If to Tenant: Cedar Hill Independent School District
285 Uptown Blvd., Building 300
Cedar Hill, Texas 75104
Phone: (972) 291-1581
Fax: (972) 291-5231
Email: maria.gamell@chisd.net

(b) Either party may change its address for the giving of notices under this Lease by delivering to the other party written notice of such change of address. Notices shall be deemed given on the date mailed if sent by certified mail, or the date deposited with the overnight air courier if sent by overnight air courier.

8. **SIGNAGE.** Upon commencement of the Lease, Tenant shall be permitted to leave signage indicating "Cedar Hill Independent School District." Such signage shall not be considered a breach of this Lease.

9. **ALTERATIONS.**

(a) Tenant may not make structural improvements, alterations, additions or installations ("Alterations") in or to the Premises without Landlord's prior written consent. Any approved Alterations shall be constructed so as to conform to applicable Laws.

(b) Any approved Alterations upon the Premises made by either party except trade fixtures of Tenant shall remain upon and be surrendered with the Premises, as a part thereof,

at the expiration or earlier termination of this Lease. However, with respect to any Alterations requiring Landlord's consent, Landlord, by written notice to Tenant at the time Landlord gives consent, may require Tenant to remove such Alterations at the expiration or earlier termination of this Lease.

10. **TENANT REPAIRS.** Tenant shall, during the Term of this Lease and at the expiration or earlier termination thereof, maintain the Premises in good and clean order, repair and condition, reasonable use and wear, damage by fire or other casualty excepted. During Tenant's occupancy of the Premises, Tenant shall, at its expense, make all repairs necessary to keep said Premises in good condition and repair. Tenant further agrees that all damage or injury done to the Premises by any person, including theft and vandalism, shall be repaired at Tenant's expense. Landlord shall have no obligation to make any repairs or complete any maintenance on Premises unless specifically stated herein.

11. **INSURANCE.**

(a) Throughout the Term, Tenant shall have in effect policies of commercial general liability and property damage insurance with respect to the use, operation or condition of the Premises, and the operations of Tenant in, on or about the Premises, providing bodily injury and broad form property damage coverage in such amounts as are reasonably determined by Tenant.

(b) Tenant shall have the right to provide its required insurance coverage pursuant to blanket policies obtained by Tenant.

(c) During the Term of this Lease, Landlord shall provide self-insurance coverage with respect to the Premises, providing bodily injury and broad form property damage coverage in such amounts as are reasonably determined necessary by Landlord.

(d) Except for self-insurance coverage, insurance to be carried by either party shall be maintained with an insurer(s) holding a Best Rating of A-X or higher.

(e) A certificate of the insurer evidencing the existence and amount of each required insurance policy shall be delivered by each party to the other before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any written demand. No such policy shall be cancelable except after thirty (30) days written notice to Landlord and Tenant. Each party shall furnish the other with proof of renewal or qualified replacement policies at least ten (10) days before expiration of the original. All coverages required under this Lease shall be maintained for the duration of this Lease. Notwithstanding anything to the contrary herein, if the Premises are unimproved Tenant shall not be required to carry insurance covering property damage to the Premises.

12. **WAIVER OF CLAIMS.** Landlord hereby waives all rights of recovery against Tenant and its officers, employees, agents, and representatives, on account of loss by or damage to the Landlord of its property or the property of others under its control, to the extent that such loss or damage is caused by fire or other casualty for which insurance is either required to be carried by Landlord under the terms of this Lease, or is in fact carried by Landlord.

13. **INDEMNIFICATION.**

(a) Landlord agrees to defend, indemnify and save Tenant harmless from and against all claims arising from this Lease and any accident, injury or damage to any person or property occurring in the Premises after the Effective Date until the expiration or earlier termination of this Lease. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, reasonable attorneys' fees and disbursements) incurred in, or in connection with, any such claim or proceeding brought thereon, and the defense thereof. Nothing contained in this Section 13(a) shall be construed to obligate Landlord to indemnify Tenant to the extent any such claim results from the willful misconduct of Tenant or Tenant's employees, agents or contractors.

(b) Nothing in this Paragraph 13 is intended to require indemnification for any property claim for which insurance is required to be maintained under the terms of this Lease. The rights and obligations of Landlord and Tenant under this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

14. **SUBLEASE AND ASSIGNMENT.**

(a) Tenant may not assign this Lease or sublease all or a portion of the Premises to any third party without Landlord's prior written consent.

(b) Notwithstanding anything to the contrary contained in this Paragraph 14, Tenant shall have the right to assign or transfer any interest in this Lease, or sublet or license all or a portion of the Premises, with prior written notice to Landlord, to a "Related Transferee", which term shall mean any of the following: Tenant's parent or any subsidiary or affiliate of Tenant, or a successor to Tenant by way of merger, consolidation, corporate reorganization, or the purchase of all or substantially all of Tenant's assets or stock. Additionally, Tenant shall have the right to sublease the Premises to the adjoining property owner for grazing purposes.

(c) Tenant shall not sublease or assign this Lease to any other public, private, or charter school organizations without the express written consent of Landlord.

15. **HOLDOVER.** Tenant shall vacate the property on or before the Expiration Date of this Lease: there shall be no holdover unless otherwise expressly agreed to in writing by both Landlord and Tenant.

16. **DAMAGE AND DESTRUCTION.**

(a) If the Premises shall be partly damaged by fire or any other cause, the damage shall be repaired as expeditiously as possible by and at the expense of Landlord, and further Tenant may elect to terminate this Lease if:

(i) Landlord fails to give written notice within fifteen (15) days from the date of such damage of its intention to repair the Premises; or

- (ii) Landlord fails to repair the Premises to a condition substantially suitable for the intended use within ninety (90) days from the date of such damage.

(b) If the Premises shall be totally destroyed or rendered wholly untenable by fire or any other cause, this Lease shall terminate at the election of either party, written notice of such election to be given within fifteen (15) days after the date of the damage.

17. **EMINENT DOMAIN.**

RESERVED

18. **ENVIRONMENTAL CONDITIONS.** Tenant shall, to the extent it is reasonably able to do so, ensure that no materials will be brought onto the Premises by Tenant, its employees, service providers, agents or contractors, but excluding members of the public, which are classified as “hazardous” or “toxic” under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., The Resource and Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or any other applicable federal, state or local law or regulation (“Hazardous Substances”).

19. **TENANT’S COMPLIANCE WITH LAWS.** Tenant’s manner of use of the Premises shall be in accordance with all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity (“Laws”). Tenant shall not allow or suffer any trade or occupation to be carried on upon the Premises or use to be made thereof that shall be dangerous to any person or property. Notwithstanding any language to the contrary contained in this Section 19, Tenant shall have no obligation to expend any funds to correct or change any system or structural element of the Premises so as to comply with any Laws.

20. **QUIET ENJOYMENT.** Landlord covenants that Tenant shall have peaceful and quiet enjoyment of the Premises during the Term.

21. **DEFAULT; REMEDIES.**

(a) It is agreed that Tenant shall be in default if: (a) Tenant shall fail to pay the rent when due, and such failure shall continue for a period of ten (10) days after Tenant receives written notice of such failure; (b) Tenant shall file bankruptcy or otherwise become insolvent; or (c) Tenant shall violate or fail or neglect to keep and perform any of the covenants, conditions and agreements to be kept or performed on the part of Tenant and such failure shall not have been cured within thirty days after Tenant receives written notice to so do or perform or after a reasonable time to cure said default if same cannot be cured within thirty (30) days, provided Tenant shall have commenced the curing of said default within such period and shall thereafter diligently pursue the curing of same. In the event a default occurs as set forth above, Landlord may terminate this Lease, take possession of the Premises and recover any other damages allowable by applicable law.

(b) If Landlord fails to perform any of its obligations as provided under this Lease and such default in performance continues for more than thirty (30) days after written notice by Tenant to Landlord, or such shorter period if otherwise specifically provided under this Lease,

Tenant shall have the right upon written notice to Landlord to terminate this Lease effective upon the giving of such notice and to undertake legal proceedings to recover from Landlord any costs, expenses or damages caused by Landlord's default.

22. **WAIVERS.**

(a) No waiver, express or implied, by either party of any breach of any covenant, agreement or duty on the part of the other to be performed or observed shall be construed as a waiver of any other breach of the same or any other covenant, agreement or duty.

23. **SUBORDINATION.**

(a) This Lease shall be subject and subordinate to the lien of any mortgage, deed of trust or ground lease hereafter placed on all or any part of the Premises, provided that Landlord shall first deliver to Tenant a Subordination, Non-Disturbance and Attornment Agreement in a form reasonably acceptable to Tenant (the "SNDA") executed by the holder thereof ("Holder").

(b) Tenant shall be entitled to rely upon any notice requesting that Tenant make all future Rent payments to a Holder and Tenant shall not be liable to Landlord for any payment made to a Holder in accordance with such notice.

24. **ESTOPPEL.**

(a) Upon twenty (20) days' written notice from Landlord, Tenant agrees to execute and deliver to Landlord or to any other person at Landlord's direction, a written certification that this Lease is in full force and effect and specifying the Commencement Date, the Term of this Lease, the dates to which Rent and other charges due hereunder have been paid, any specific factual terms of this Lease and to Tenant's actual knowledge whether any defaults or failures of performance exist.

(b) Upon twenty (20) days' written notice from Tenant, Landlord agrees to execute and deliver to Tenant or to a subtenant, assignee or any other person at Tenant's direction, a written certification that this Lease is in full force and effect and specifying the Commencement Date, the Term of this Lease, the dates to which Rent and other charges due hereunder have been paid, any specific factual terms of this Lease and to Landlord's actual knowledge whether any defaults or failures of performance exist.

25. **TENANT TERMINATION RIGHT.** Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, at any time during the Term and upon no less than thirty (30) days' advance written notice to Landlord, to terminate this Lease prior to the Expiration Date. Upon the effectiveness of such termination, Tenant shall vacate the Premises and leave it in good condition and repair, and the parties shall thereafter have no further rights, obligations or liability under this Lease.

26. **GENERAL.**

(a) Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association. If there be more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

(b) The headings or titles to paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

(c) This Lease, including the exhibits and any schedules attached hereto and incorporated into this Lease by this reference, contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any other manner than by agreement in writing signed by all parties to this Lease.

(d) Time is of the essence of each term and provision of this Lease.

(e) The terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

(f) This Lease shall be governed by the law of the State of Texas without regard to those portions of such law dealing with conflicts of law, and venue shall be in Tarrant County.

(g) Nothing herein shall waive any sovereign or governmental immunities available to the parties.

(h) Tenant shall not commit or suffer any waste upon the Premises, or any nuisance.

Signature Page Follows

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal as of the date first above written.

LANDLORD:

CEDAR HILL INDEPENDENT SCHOOL DISTRICT,
an independent school district and political subdivision
of the State of Texas

By: _____
Dr. Maria Gamell, Superintendent

TENANT:

THE CITY OF CEDAR HILL, TEXAS,
a Texas home rule municipality

By: _____
Melissa Valadez-Cummings

EXHIBIT A

LEGAL DESCRIPTION

1) 4.001 Acres, Part Block 34, and 35, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 912 Cedar Street, Cedar Hill, Texas 75104

2) 0.557 Acres, Part Lots 1 & 4, Block 32, Abst 516, GC & SF Railroad, Dallas County, Texas, located at 914 Brandenburg Street, Cedar Hill, Texas 75104

V. ADJOURNMENT

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on _____,
at _____.

For the Board of Trustees