

## RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:  
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY  
OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE  
IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL  
SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS                   §  
                                                  §  
COUNTY OF JOHNSON               §

KNOW ALL MEN BY THESE PRESENTS that CITY OF BURLESON as Trustee for the use and benefit of itself, JOHNSON COUNTY, JOSHUA INDEPENDENT SCHOOL DISTRICT AND HILL COLLEGE, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of One 00/100 dollars (\$1.00), and other good and valuable consideration, in hand paid by City of Burleson ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed, as consented to by the other taxing units involved in the foreclosure as shown by the resolutions of each taxing unit attached hereto, and subject to the conditions listed below, and by these presents do grant and convey unto said grantee all right, title and interest of that CITY OF BURLESON as trustee for the use and benefit of itself, JOHNSON COUNTY, JOSHUA INDEPENDENT SCHOOL DISTRICT AND HILL COLLEGE, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. T201400364 styled JOSHUA INDEPENDENT SCHOOL DISTRICT vs. MOUNTAIN VALLEY DEVELOPMENT CORPORATION, said property being described as:

BEING ALL THAT CERTAIN 1.23 ACRES OF LAND, MORE OR LESS, OUT OF THE JAMES MOORE SURVEY, ABSTRACT 620, KNOWN AS TRACT 5, OUT OF JOHNSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 518, PAGE 738 OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS (GEO: 126-0620-00920).

This conveyance is expressly subject to the following conditions and restrictions:

The property shall be used by the City of Burleson for the purpose of water infrastructure expansion or another public purpose. Should the property cease to be used for said purpose and resold by the City, the taxing units shall receive the following percentage of the proceeds from such a resale:

|                  |        |
|------------------|--------|
| City of Burleson | 6.32%  |
| Johnson County   | 18.97% |
| Joshua ISD       | 73.46% |
| Hill College     | 1.25%  |

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption; and
- (d). subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on its own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources,

- (d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, CITY OF BURLESON, JOHNSON COUNTY, JOSHUA INDEPENDENT SCHOOL DISTRICT AND HILL COLLEGE, and its respective employees, officers, directors, representatives, attorneys and agents (hereinafter "GRANTOR'S PARTIES") from any and all claims that it may now have or hereafter acquire against GRANTOR'S PARTIES for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR'S PARTIES shall be a covenant running with the property and shall be binding upon GRANTEE, its successors and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR'S PARTIES of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE HEREBY FURTHER AGREES ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS GRANTOR'S PARTIES FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATION, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSE OF ACTION, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, CONNECTED WITH OR ARISING OUT OF THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT THEREOF FROM AND AFTER THE DATE HEREOF, INCLUDING, WITHOUT LIMITATION, THE COST OF ANY REMOVAL OF

HAZARDOUS SUBSTANCES OR CONTAMINANTS FROM THE PROPERTY AND OTHER  
ITEMS CONVEYED HEREUNDER.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the City of Burleson, its successors, beneficiaries, heirs and assigns forever, so that neither the CITY OF BURLESON for itself and as trustee for the use and benefit of, JOHNSON COUNTY, JOSHUA INDEPENDENT SCHOOL DISTRICT AND HILL COLLEGE, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed on this \_\_\_\_ day of July, 2026.

CITY OF BURLESON, in its capacity as Trustee of the property for the use and benefit of itself, Johnson County, Hill College and Joshua Independent School District

BY: \_\_\_\_\_  
CHRIS FLETCHER  
Mayor on behalf of the City Council, City of Burleson

**ACKNOWLEDGMENTS**

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF JOHNSON       §

BEFORE ME, the undersigned authority, on this day personally appeared, CHRIS FLETCHER, MAYOR, CITY OF BURLESON, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on July \_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the  
STATE OF TEXAS  
My Commission Expires: \_\_\_\_\_

**GRANTEE:**  
City of Burleson  
Attn: City Secretary  
141 W. Renfro St.  
Burleson, TX 76028