

## Special Warranty Deed

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: April \_\_\_\_, 2026

Grantor: **Town of Cross Roads, Texas**

Grantor's Mailing Address: 1401 FM 424, Cross Roads, Denton Countt, Texas 76227-78284

Grantee: **Denton Independent School District**

Grantee's Mailing Address: 1307 North Locust Street, Denton, Denton County, Texas 76201

Consideration:

For and in consideration of the sum of ten dollars and other valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, and the obligation of Grantee to convey to Grantor a two and one-half (2 ½ ) acre tract of real estate within the Cross Roads Property to Grantor. By signing this Special Warranty Deed, Grantee acknowledges its obligation to convey a mutually agreed upon two and one-half (2 ½ ) acre tract of real estate to Grantor following the Grantor's and Grantee's agreement and the completion and providing of a legal description sufficient to identify the two and one-half (2 ½ ) acre tract of real estate. The Cross Roads Property, as that phrase is defined in the Interlocal Agreement for the Acquisition and Development of Property for the Construction of a High School and Career Technical Education Center between the Town of Cross Roads and the Denton Independent School District dated September 24, 2024, and is generally described as Lot 3R2, Volunteer Enterprises Addition, an addition to the City of Cross Roads, Denton County, Texas, as shown by the Replat thereof recorded in/under Document No. 2016-9, of the Plat Records of Denton County, Texas, and as DCAD Property ID: 676959.

Property (including any improvements):

All that certain lot, tract, or parcel. of land, situated in a portion of the M. Jones Survey, Abstract No. 662, Town of Cross Roads, Denton County, Texas, being part of that-certain called 184.179 acre tract described in a deed from CADG Cross Oak Raneh, LLC, to Bloomfield Homes, LP on April 14, 2015, and recorded in Instrument Number 2015-37904 Of the Deed Records of Denton County, Texas (DRDCT), and being that same tract of real estate conveyed by Bloomfield Homes, L.P., a Texas limited partnership, to the Town of Cross Roads on September 3, 2019, and recorded in the Office of the Denton County Clerk September 9, 2019, instrument number 109373, and being more completely described as follows, to-wit:

COMMENCING at a P.K, nail found with washer stamped "GOODWIN MARSHALL" in Naylor Road for the Northwest corner of said 184.179 acre tract also being in the East line of a called 32.836 acre tract described in a deed to Gary B. Davis and Wife; Judy L. Davis recorded in Instrument Number 1994—5864 (D.R.D.C.T), from which a P.K. nail found with washer stamped "GOODWIN & MARSHALL" in said Naylor Road bears South 02 deg. 33 min. 44 sec. West-554.85 feet;

THENCE South 88 deg. 31 min. 21 sec. East departing the East line of said 32.836 acre tract and continuing along the North line of said 184.179 acre tract and the South line of Volunteer Enterprises Addition recorded in Instrument Number 2014-394 of the Plat Records of Denton County, Texas (PRDCT), a distance of 55.01 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL", hereinafter referred to as 1/2" capped iron rod set, being the TRUE POINT OF BEGINNING;

THENCE South 88 deg. 31 min. 21 sec East continuing along said North and South lines a distance of 341.29 feet to a 1/2" capped iron rod set, from which a 5/8" iron rod found for the Southeast Corner of said Volunteer Enterprises Addition and the Southwest corner a 15.38 acre tract described in a deed to Rustic Furniture Warehouse, LLC, recorded in Instrument Number 2016-164035 (D.R.D.C.T.) bears South 88 deg. 31 min. 21 sec. East-928.73 feet;

THENCE South 07 deg. 10 sec. 48 sec. East departing said North and South lines, a distance of 378.81 feet to a 1/2" capped iron rod set;

THENCE South 04 deg. 21 min. 30 sec. West, a distance of 198.16 feet to a 1/2" capped iron rod set; .

THENCE North 88 deg. 31 min. 21 sec. West, a distance of 399.24 feet to a 1/2" capped iron rod set;

THENCE North 02 deg. 43 min. 54 sec. East, a distance of 16.62 feet to a 1/2" capped iron rod set;

THENCE 02 deg. 33 min. 44 sec. East, a distance of 555.89 feet to the POINT OF BEGINNING, containing 219,435 square feet or 5.038 acres of land, more or less.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the following matters, to the extent the same are in effect at the date of this instrument, relating to the hereinabove described property: Restrictions of record, if any; Reservations of mineral and/or royalty interests of record, if any; Terms, conditions, and stipulations contained in any Oil, Gas, and Mineral Leases, if any; Easements and set backs of record, if any, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any.

However, this tract of real property is not subject to the Tenants in Common Agreement between the Town of Cross Roads and the Denton Independent School District.

Nothing herein amends or alters the Interlocal Agreement for the Acquisition and Development of Property for the Construction of a High School and Career Technical Education Center dated September 24, 2024, which shall remain in full force and effect.

## **DISCLAIMER, RELEASES AND OTHER COVENANTS**

Grantee acknowledges that, except for the special warranty of title contained in this Deed, neither Grantor nor its representatives have made any representations or warranties as to the Property or its environmental or physical condition, upon which Grantee has relied. Grantee further acknowledges and agrees that **GRANTOR HAS NOT MADE, DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AFFIRMS THAT IT (i) HAS INVESTIGATED AND INSPECTED THE PROPERTY AND IS FAMILIAR AND SATISFIED WITH THE PHYSICAL CONDITION OF THE PROPERTY, AND (ii) HAS MADE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE POSSIBLE PRESENCE OF HAZARDOUS MATERIAL, AS DEFINED HEREIN, AND (b) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. AS USED HEREIN, THE TERM "HAZARDOUS MATERIAL" SHALL MEAN ANY SUBSTANCE, WHETHER SOLID, LIQUID OR GASEOUS: (I) WHICH IS LISTED, DEFINED OR REGULATED AS A "HAZARDOUS SUBSTANCE," "HAZARDOUS MATERIAL," "HAZARDOUS WASTE," "EXTREMELY HAZARDOUS WASTE," "TOXIC SUBSTANCE," "SOLID WASTE," OR OTHERWISE CLASSIFIED AS HAZARDOUS OR TOXIC, IN OR PURSUANT TO ANY ENVIRONMENTAL LAW (WHERE "ENVIRONMENTAL LAW" INCLUDES, WITHOUT LIMITATION, ALL PRESENT AND FUTURE FEDERAL, STATE, OR LOCAL LAWS, STATUTES, ORDINANCES, CODES, RULES, REGULATIONS, LICENSES, PERMITS, AUTHORIZATIONS, DECISIONS, ORDERS, INJUNCTIONS OR DECREES, WHICH PERTAIN TO THE HEALTH, SAFETY OR THE ENVIRONMENT) OR (II) WHICH IS OR CONTAINS ASBESTOS, RADON, ANY POLYCHLORINATED BIPHENYL, UREA FORMALDEHYDE FOAM INSULATION, EXPLOSIVE OR RADIOACTIVE MATERIAL, CRUDE OIL OR NATURAL GAS OR ANY FRACTION OR MIXTURE THEREOF, OR MOTOR FUEL OR OTHER REFINED OR PROCESSED PETROLEUM HYDROCARBONS; OR (III) WHICH CAUSES OR THREATENS TO CAUSE A CONTAMINATION OR NUISANCE ON THE PROPERTY OR ANY ADJACENT PROPERTY OR A HAZARD TO THE ENVIRONMENT OR TO THE HEALTH OR SAFETY OF ANY PERSON(S) ON OR ABOUT THE PROPERTY OR ANY ADJACENT PROPERTY.**

**GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN “AS IS”, “WHERE IS” AND “WITH ALL FAULTS”, INCLUDING ENVIRONMENTAL, BASIS, AND ACKNOWLEDGES THAT (i) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, (ii) THAT GRANTOR SHALL BE AND IS UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY, (iii) THAT THE CONSIDERATION PAID BY GRANTEE REFLECTS THE EXISTING CONDITIONS OF THE PROPERTY, INCLUDING THE PRESENCE OF ANY ENVIRONMENTAL CONTAMINATION THEREON, AND (iv) GRANTEE’S USE OR INTENDED USE OF THE PROPERTY MAY BE IMPAIRED BY ITS ENVIRONMENTAL CONDITION. GRANTEE AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF HAZARDOUS MATERIAL ON OR WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO, TRANSFER OF THE PROPERTY.**

**GRANTEE, ON BEHALF OF ITSELF AND ITS SUCCESSOR OWNERS AND ASSIGNS OF THE PROPERTY, HEREBY RELEASES GRANTOR, ITS PARTNERS, EMPLOYEES, OFFICERS, AGENTS, AND THEIR SUCCESSORS AND ASSIGNS (THE “GRANTOR RELEASE PARTIES”) FROM AND INDEMNIFIES AND COVENANTS NOT TO SUE THE GRANTOR RELEASE PARTIES FOR ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING WITHOUT LIMITATION ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART, UPON THE PRESENCE OF HAZARDOUS MATERIAL ON OR WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ. GRANTEE AND ITS SUCCESSORS AND ASSIGNS FURTHER COVENANT THAT IN THE EVENT ANY REMEDIATION OR OTHER ACTIONS ARE REQUIRED AS A RESULT OF THE ENVIRONMENTAL CONDITION OF THE PROPERTY, GRANTEE, ITS SUCCESSORS AND ASSIGNS, SHALL BE FULLY RESPONSIBLE FOR SUCH ACTIONS. GRANTEE FURTHER ACKNOWLEDGES THAT THESE PROVISIONS TOUCH AND CONCERN AND RUN WITH THE PROPERTY, AND SHALL BIND GRANTEE AND ALL SUBSEQUENT OWNERS OF THE PROPERTY, AND HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME. THE FOREGOING INCLUDES A**

**RELEASE OF GRANTOR FROM CLAIMS BASED ON GRANTOR'S NEGLIGENCE  
IN WHOLE OR IN PART AND CLAIMS BASED ON STRICT LIABILITY.**

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

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

Grantee assumes all ad valorem taxes due on the property for the current year.

Town of Cross Roads, Texas

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Town Secretary:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on April \_\_\_\_\_, 2026 by \_\_\_\_\_, who in his capacity as Mayor of the Town of Cross Roads, Texas is authorized to acknowledge the acts of the Town of Cross Roads, Texas, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENT OF GRANTEE**

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on April \_\_\_\_\_, 2026 by \_\_\_\_\_, who in her capacity as \_\_\_\_\_ of the Denton Independent School District is authorized to acknowledge the acts of the Denton Independent School District, and who acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_