

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE VACATING AND ABANDONING A PORTION OF HOSPITAL DRIVE IN THE CITY OF MANSFIELD, TARRANT COUNTY, TEXAS; DECLARING THAT SUCH PROPERTY IS UNNECESSARY FOR USE BY THE PUBLIC; RETAINING A PUBLIC UTILITY EASEMENT; AUTHORIZING THE MAYOR OF THE CITY OF MANSFIELD TO EXECUTE A QUITCLAIM DEED RELEASING PUBLIC OWNERSHIP, INTEREST AND CONTROL OF THIS RIGHT-OF-WAY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Mansfield, Texas is a home rule city acting under its charter adopted by the electorate pursuant of Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, Methodist Hospitals of Dallas has a full service medical facility (the "Hospital") providing medical services to the citizens and businesses of Mansfield, Texas, providing emergency care and highly specialized critical care treatments located adjacent to East Broad Street; and

**WHEREAS**, since its initial commencement of operations within the City of Mansfield, Methodist Hospitals of Dallas has increased its patient load and service delivery significantly and it now finds it necessary to expand its existing facilities to support additional services including new medical offices, diagnostic facilities, surgical suites, emergency room treatment facilities and other supporting and ancillary medical facilities; and

**WHEREAS**, Methodist Hospitals of Dallas has recently presented the City of Mansfield with plans for significant facility expansions in multiple phases that will alter the geographic arrangement of the current hospital complex thereby requiring the relocation of existing street infrastructure now serving the hospital; and

**WHEREAS**, the proposed expansion plans establish a clear public need and necessity for the abandonment of existing Hospital Drive along its current route in order to maximize the development of the hospital site in the most economical and efficient fashion to support the provision of emergency medical services on the hospital campus; and

**WHEREAS**, the City Council of the City of Mansfield, after careful study and consideration, has determined that a portion of the right-of-way located in Hospital Drive is no longer useful or convenient to the public as a right-of-way or in general; therefore, it constitutes a public charge without a corresponding public benefit, and the public would be better served and benefitted by its vacation and abandonment; and

**WHEREAS**, certain public utilities exist in such right-of-way, and the City Council wishes to reserve a utility easement in the vacated right-of-way for existing utilities; and

**WHEREAS**, the existing roadway was constructed with bond funds, which bonds prohibit the use of any part of the roadway for any for-profit purpose or the abandonment and/or transfer of such roadway to any entity that is not a tax-exempt non-profit corporation as recognized by the taxing authorities of the State of Texas and the United States of America until such bonds are paid in full; and

**WHEREAS**, the City's decision to vacate said right-of-way is based upon the agreement of

Methodist Hospitals of Dallas, the owner of the abutting and underlying property, constructing a New Methodist Mansfield Patient Tower #2; and

**WHEREAS**, in order to avoid an unintended default of its bond obligations, and to preserve its ability to enforce the above referenced agreement, the City Council wishes to convey only a determinable interest in the right-of-way, reserving unto itself and excepting from this vacation, abandonment and conveyance, an automatic right of reversion if certain events occur or fail to occur, as the case may be; and

**WHEREAS**, in connection with the vacation of said right-of-way, the City Council desires to retain a temporary right to public use and access of the existing roadway improvements until such time as the City issues a Certificate of Occupancy for the Methodist Mansfield New Patient Tower #2; and

**WHEREAS**, in order to remove any question as to the continued interest or ownership of the public in said right-of-way, the City, subject to the exceptions, reservations and conditions described in Section 2, desires to execute a Deed Without Warranty releasing all title, ownership and control in said right-of-way to the owner of the abutting property; and

**WHEREAS**, pursuant to section 272.001(b), Texas Local Government Code, the City's interest in said right-of-way is being conveyed to an abutting property owner who owns the underlying fee simple and may be conveyed for less than fair market value and the conveyance is not subject to the notice and bidding requirements of section 272.001(a), Texas Local Government Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:**

#### **SECTION 1.**

Subject to the exceptions, reservations and conditions described in Section 2, that portion of Hospital Drive described in the Deed Without Warranty attached hereto as Exhibit "1" should be, and is vacated and abandoned as public property, through the City's execution, delivery and recording of such Deed without Warranty, and subject to the exceptions, reservations and conditions described in Section 2, the right-of-way so vacated and abandoned shall revert in fee simple determinable to the owner of the fee interest in the abutting and underlying property.

#### **SECTION 2.**

The vacation, abandonment and conveyance of the right-of-way described herein is subject to the following conditions, reservations and exceptions:

1. Grantor hereby reserves and excepts to itself, its successors and assigns, an easement and right to use the Property Conveyed for purposes of the maintenance, repair or modification of any and all existing public and franchise utilities, including but not limited to water, sanitary sewer, storm-water drainage, electric, gas, telephone, cable, and other telecommunications (the "Facilities"). This reservation and exception is limited to existing utilities. Grantee shall not build any permanent buildings or structures on the Property Conveyed without the prior written permission of Grantor, its successors and assigns, and the owners of any existing utilities located on

or under the Property Conveyed, except that Grantee may pave the Property Conveyed and may plant such landscaping as Grantee deems appropriate. This reservation and exception shall include the right to excavate as Grantor, and its successors and assigns, deems appropriate in order to facilitate the maintenance, repair or modification of such public and franchise utilities, provided that Grantor, its successors and assigns, shall, in the event of such excavation, take reasonable efforts to minimize the burdens on the Property Conveyed and shall, upon completion of such excavation, restore the Property Conveyed to the same or similar condition as existed prior to such excavation. It is the intent of the foregoing to confirm and maintain and there is hereby reserved and excepted unto Grantor, and not abandoned or conveyed hereunder, an easement (to which this abandonment and conveyance is made expressly subject) over, upon, under, through, in, and across the Property Conveyed for all existing public and franchise utilities located therein at the time of this abandonment, together with the right to make any subsequent alterations, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the utility owner or operator. The owner of each utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the Property Conveyed, and shall at all times have the full right of ingress and egress to or from and upon the Property Conveyed for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining and/or upgrading to all or part of its Facilities without the necessity at any time of procuring the permission of Grantee, or Grantee's successors or assigns, as the case may be. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the owner and operator of the applicable Facilities until the owners and operators of said Facilities consent in writing to the removal of the Facilities, and the Facilities are removed and relocated from the Property Conveyed. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease. If Grantee, or Grantee's successors or assigns, as the case may be, wish to relocate any of the Facilities from the easement reserved herein, Grantee may not do so until and unless Grantee, or Grantee's successors or assigns, as the case may be, obtain written consent of the owner and operator of the applicable Facilities, obtain new easements for such Facilities, the acquisition of same shall be at the expense of Grantee, or Grantee's successors or assigns, and such Facilities have been relocated in such new easements, also at the expense of Grantee, or Grantee's successors or assigns.

2. Grantor also hereby reserves and excepts to itself, its successors and assigns, a temporary right to use by and access to Grantor, its successors and assigns, and the general public, of the existing roadway improvements on the Property Conveyed until such time as Grantor issues a Certificate of Occupancy for the Methodist Mansfield New Patient Tower #2, as described in the attached Exhibit 2.

3. This conveyance is also made subject to all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral reservations and interests, and other instruments that affect the Property Conveyed; validly existing easements, rights-of-way and prescriptive rights, whether of record or not, any law, ordinance, or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or

relating to the Property Conveyed; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, shortages in area or boundary lines; any encroachments or overlapping of improvements; standby fees, taxes, and assessments, if any, by any taxing authority for 2014, and subsequent assessments for 2014 and prior years due to change in land usage, ownership, or both.

4. This conveyance is made in fee simple determinable, so long as: (1) neither Grantee, nor Grantee's successors or assigns uses the Property Conveyed for any for-profit purposes, attempts to convey or permit assignment or succession of title in the Property Conveyed, or any part thereof, to any entity that is not a tax-exempt non-profit corporation as recognized by the taxing authorities of the State of Texas and the United States of America, or makes use of any part of the Property Conveyed in any way that would violate the Grantor's bond covenants; and (2) Grantee completes construction of the Methodist Mansfield New Patient Tower #2, as described in the attached Exhibit 2, and receives from Grantor a Certificate of Occupancy for such Tower #2 no later than April 30, 2016. It is the intent of this provision to convey only a fee simple determinable interest in Grantee, so that if Grantee: (1) uses the Property Conveyed for any for-profit purposes, attempts to convey or permit assignment or succession of title in the Property Conveyed, or any part thereof, to any entity that is not a tax-exempt non-profit corporation as recognized by the taxing authorities of the State of Texas and the United States of America, or makes use of any part of the Property Conveyed in any way that would violate the Grantor's bond covenants; or (2) Grantor has not issued a Certificate of Occupancy for the Methodist Mansfield New Patient Tower #2, as described in the attached Exhibit 2, no later than April 30, 2016, then all right and title to the Property Conveyed by virtue of this deed shall immediately revert to and become vested in Grantor automatically, without the need for any action by Grantor, and Grantor reserves and excepts to itself, its successors and assigns, the above-described right of reversion.

### **SECTION 3.**

The Mayor of the City of Mansfield, Texas, is hereby authorized and directed to execute the Deed Without Warranty attached hereto as Exhibit "1" to the owner of the fee interest in the abutting and underlying property releasing all claims to title, ownership, or control of the right-of-way described in such Deed on behalf of the City of Mansfield, Texas, subject to the conditions, reservations and exceptions described herein and in such Deed. The Mayor is authorized to execute the Deed and the City Secretary is authorized and instructed to file the executed deed in the Deed Records of Tarrant County, Texas.

### **SECTION 4.**

Subject to the above-stated conditions, reservations and exceptions, the vacation approved herein shall be effective upon the execution of the Deed by the Mayor of the City of Mansfield, Texas.

### **SECTION 5.**

If no reversion under the terms of the Deed has occurred, upon the bonds financing the construction of that portion of Hospital Drive which is the subject of this ordinance, including any refinancing or renewals of same, being fully paid, and the issuance of a Certificate of Occupancy for the Methodist

Mansfield New Patient Tower #2, as described in the attached Exhibit 2, no later than April 30, 2016, the right of reversion shall automatically terminate, and in addition, the Mayor shall execute an affidavit acknowledging that the events that would have triggered a reversion of title to the City did not occur, and that the City's right of reversion has lapsed, and the City Secretary is authorized and instructed to file such affidavit in the Deed Records of Tarrant County, Texas.

**SECTION 6.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 7.**

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

**FIRST READING APPROVED ON THIS 13<sup>TH</sup> DAY OF JANUARY, 2014.**

**SECOND READING APPROVED ON THIS 27<sup>TH</sup> DAY OF JANUARY, 2014.**

**DULY PASSED ON THE THIRD AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS THIS 28<sup>TH</sup> DAY OF JANUARY, 2014.**

\_\_\_\_\_  
**David L. Cook, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Vicki Collins, City Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
City Attorney

**Exhibit "1"**  
**DEED WITHOUT WARRANTY**

**Notice of Confidentiality Rights: 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.**

**DEED WITHOUT WARRANTY**

STATE OF TEXAS       §  
                                  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF TARRANT §

Date: \_\_\_\_\_, 2014.

Grantor:                   City of Mansfield

Grantor's Mailing Address: City Manager  
                                  City of Mansfield  
                                  1200 E. Broad Street  
                                  Mansfield, Texas 76063

Grantee:                   Methodist Hospitals of Dallas

Grantee's Mailing Address: Michael O. Price  
                                  Chief Legal Officer  
                                  1441 N. Beckley Avenue  
                                  Dallas, Texas 75203-1201

Consideration:           \$10.00 and other good and valuable consideration

The Property Conveyed as Fee Simple Determinable:

Grantor conveys to Grantee a fee simple determinable interest as defined and specified in the Conveyance section below in the real property described in the legal description attached as Exhibit A, and depicted in the survey attached as Exhibit B.

Warranty of Title:

This conveyance is made with no warranty of title, express or implied.

Reservations from and Exceptions to Conveyance:

1. This abandonment and conveyance is subject to, and Grantor also hereby reserves unto itself, its successors and assigns, and excepts from this vacation, abandonment and



conveyance, an easement and right to use the Property Conveyed for purposes of the maintenance, repair or modification of any and all existing public and franchise utilities, including but not limited to water, sanitary sewer, storm-water drainage, electric, gas, telephone, cable, and other telecommunications (the "Facilities"). This reservation and exception is limited to existing utilities. Grantee shall not build any permanent buildings or structures on the Property Conveyed without the prior written permission of Grantor, its successors and assigns, and the owners of any existing utilities located on or under the Property Conveyed, except that Grantee may pave the Property Conveyed and may plant such landscaping as Grantee deems appropriate. This reservation and exception shall include the right to excavate as Grantor, and its successors and assigns, deems appropriate in order to facilitate the maintenance, repair, modification and upgrading of such public and franchise utilities, provided that Grantor, its successors and assigns, shall, in the event of such excavation, take reasonable efforts to minimize the burdens on the Property Conveyed and shall, upon completion of such excavation, restore the Property Conveyed to the same or similar condition as existed prior to such excavation. It is the intent of the foregoing to confirm and maintain, and there is hereby reserved and excepted unto Grantor, and not abandoned or conveyed hereunder, an easement (to which this abandonment and conveyance is made expressly subject) over, upon, under, through, in, and across the Property Conveyed for all existing public and franchise utilities located therein at the time of this abandonment, together with the right to make any subsequent repairs, alterations, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the utility owner or operator. The owner of each utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the Property Conveyed, and shall at all times have the full right of ingress and egress to or from and upon the Property Conveyed for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining and/or upgrading to all or part of its Facilities without the necessity at any time of procuring the permission of Grantee, or Grantee's successors or assigns, as the case may be. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the owner and operator of the applicable Facilities until the owners and operators of said Facilities consent in writing to the removal of the Facilities, and the Facilities are removed and relocated from the Property Conveyed. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease. If Grantee, or Grantee's successors or assigns, as the case may be, wish to relocate any of the Facilities from the easement reserved herein, Grantee may not do so until and unless Grantee, or Grantee's successors or assigns, as the case may be, obtain written consent of the owner and operator of the applicable Facilities, obtain new easements for such Facilities, the acquisition of same shall be at the expense of Grantee, or Grantee's successors or assigns, and such Facilities have been relocated in such new easements, also at the expense of Grantee, or Grantee's successors or assigns.



2. Grantor also hereby reserves unto itself, its successors and assigns, and the general public, and excepts from this vacation, abandonment and conveyance, a temporary right to use, and access to, the existing roadway improvements located on the Property Conveyed, until such time as Grantor issues a Certificate of Occupancy for the Methodist Mansfield New Patient Tower #2, as described in the attached Exhibit C.

3. Grantor also hereby reserves unto itself, its successors and assigns, and excepts from this vacation, abandonment and conveyance, a right of reversion as described in the Conveyance section below.

4. This conveyance is also made subject to all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral reservations and interests, and other instruments that affect the Property Conveyed; validly existing easements, rights-of-way and prescriptive rights, whether of record or not, any law, ordinance, or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or relating to the Property Conveyed; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, shortages in area or boundary lines; any encroachments or overlapping of improvements; standby fees, taxes, and assessments, if any, by any taxing authority for 2014, and subsequent assessments for 2014 and prior years due to change in land usage, ownership, or both.

5. Other than temporary closures needed for construction purposes, Grantee covenants that it will not close the portion of Hospital Drive being conveyed to it for traffic flow from Miller Drive until after a point where there is ingress and egress to and from public parking located on either the North or South side of Hospital Drive as generally depicted in Exhibit C.

#### Conveyance:

The City Council of the City of Mansfield, State of Texas, after careful study and consideration, has determined that the Property Conveyed, that certain right of way generally known as Hospital Drive, is not necessary to, nor useful or convenient to the public in general; therefore, it constitutes a public charge without a corresponding public benefit, the public would be better served and benefited by its vacation and abandonment, and, therefore, the City of Mansfield has by Ordinance No. \_\_\_\_\_, authorized the vacation and abandonment of such right of way for the consideration herein expressed, on the terms and conditions stated herein, and subject to the limitations, reservations and exceptions, including the right of reversion, stated herein. Therefore, for and in consideration of the sum of Ten Dollars and no cents (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the conditions, reservations, and

exceptions described herein Grantor does hereby bargain, sell, and convey unto the Grantee and its successors and assigns, the Property Conveyed as described above, in fee simple determinable, so long as: (1) neither Grantee, nor Grantee's successors or assigns uses the Property Conveyed for any for-profit purposes, attempts to convey or permit assignment or succession of title in the Property Conveyed, or any part thereof, to any entity that is not a tax-exempt non-profit corporation as recognized by the taxing authorities of the State of Texas and the United States of America, or makes use of any part of the Property Conveyed in any other way that would violate the Grantor's bond covenants; and (2) Grantee completes construction of the Methodist Mansfield New Patient Tower #2, as described in the attached Exhibit C, and receives from Grantor a Certificate of Occupancy for such Tower #2 no later than April 30, 2016. It is the intent of this provision to convey only a fee simple determinable interest in Grantee, so that if Grantee, or Grantee's successors or assigns: (1) uses the Property Conveyed for any for-profit purposes, attempts to convey or permit assignment or succession of title in the Property Conveyed, or any part thereof, to any entity that is not a tax-exempt non-profit corporation as recognized by the taxing authorities of the State of Texas and the United States of America, or makes use of any part of the Property Conveyed in any other way that would violate the Grantor's bond covenants, or (2) Grantor has not issued a Certificate of Occupancy for the Methodist Mansfield New Patient Tower #2, as described in the attached Exhibit C, no later than April 30, 2016, then all right and title to the Property Conveyed by virtue of this deed shall immediately revert to and become vested in Grantor automatically, without the need for any action by Grantor, and Grantor reserves and excepts to itself, its successors and assigns, the above-described right of reversion.

#### Additional Evidence of No Right of Reversion:

If no reversion under the terms of this Deed has occurred, upon the bonds financing the construction of that portion of Hospital Drive which is the subject of this ordinance, including any refinancing or renewals of same, being fully paid, and the issuance of a Certificate of Occupancy for the Methodist Mansfield New Patient Tower #2, as described in the attached Exhibit C, no later than April 30, 2016, the right of reversion shall automatically terminate, and in addition, Grantor's Mayor shall execute an affidavit acknowledging that the events that would have triggered a reversion of title to the Grantor did not occur, and that the Grantor's right of reversion has lapsed, and the Grantor shall file such affidavit in the Deed Records of Tarrant County, Texas. It is expressly agreed that if the Grantee desires to undertake any action that would trigger the Grantor's right of reversion provided hereinabove that arises from bond financing, Grantee shall have the right, but not the obligation, to provide Grantor with sufficient funds required to redeem/pay off that portion of the bonds then outstanding that are allocable to the Property Conveyed and to pay any and all costs and expenses for partially redeeming/paying-off such bonds, and upon payment of such amount, the Grantor's right of reversion provided hereinabove that arises from bond financing shall cease.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF MANSFIELD, Grantor

By: \_\_\_\_\_  
Honorable David L. Cook, Mayor

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared the Honorable David L. Cook, Mayor of the City of Mansfield, Texas, and acknowledged to me that he executed the same in the capacity expressed therein, on behalf of the City of Mansfield, for the purposes and consideration expressed therein.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public in and for the State of Texas

DALLAS\_1/6224058v.2  
23047-3 01/15/2014

**STREET ABANDONMENT  
HOSPITAL DRIVE  
RICHARD BRATTON SURVEY, ABSTRACT No. 114  
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS**

Being a tract or parcel of land situated in the Richard Bratton Survey, Abstract No. 114, City of Mansfield, Tarrant County, Texas, being a part of Hospital Drive (60 foot right-of-way) as dedicated by plat recorded in Cabinet A, Slide 10244, and being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at the intersection of the northwest line of said Hospital Drive and the east line of Mafock Road (variable width right-of-way), said rod being the south corner of Lot 1, Block 1, Mansfield Medical Center Addition, an addition to the City of Mansfield according to the plat recorded in Cabinet A, Slide 10244, Plat Records, Tarrant County, Texas;

**THENCE** North 60° 06' 12" East along the northwest line of said Hospital Drive a distance of 992.65 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner;

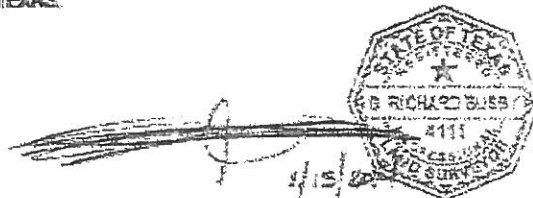
**THENCE** South 29° 53' 48" East, departing the northwest line of said Hospital Drive, a distance of 60.00 feet to a point in the southeast line of said Hospital Drive being the common corner between Lot 1, Block 1, Lockwood Addition, Cabinet A, Slide 10673, Plat Records, Tarrant County, Texas and a tract of land conveyed to Methodist Hospitals of Dallas by Special Warranty Deed recorded in Instrument No. D202145074, Deed Records, Tarrant County, Texas from which an iron rod with yellow plastic cap found bears North 23° 58' 36" East a distance of 6.20 feet;

**THENCE** South 60° 06' 12" West along the southeast line of said Hospital Drive a distance of 992.17 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at the intersection of the south line of said Hospital Drive and the cut-off line between the southeast line of said Hospital Drive and the east line of said Mafock Road;

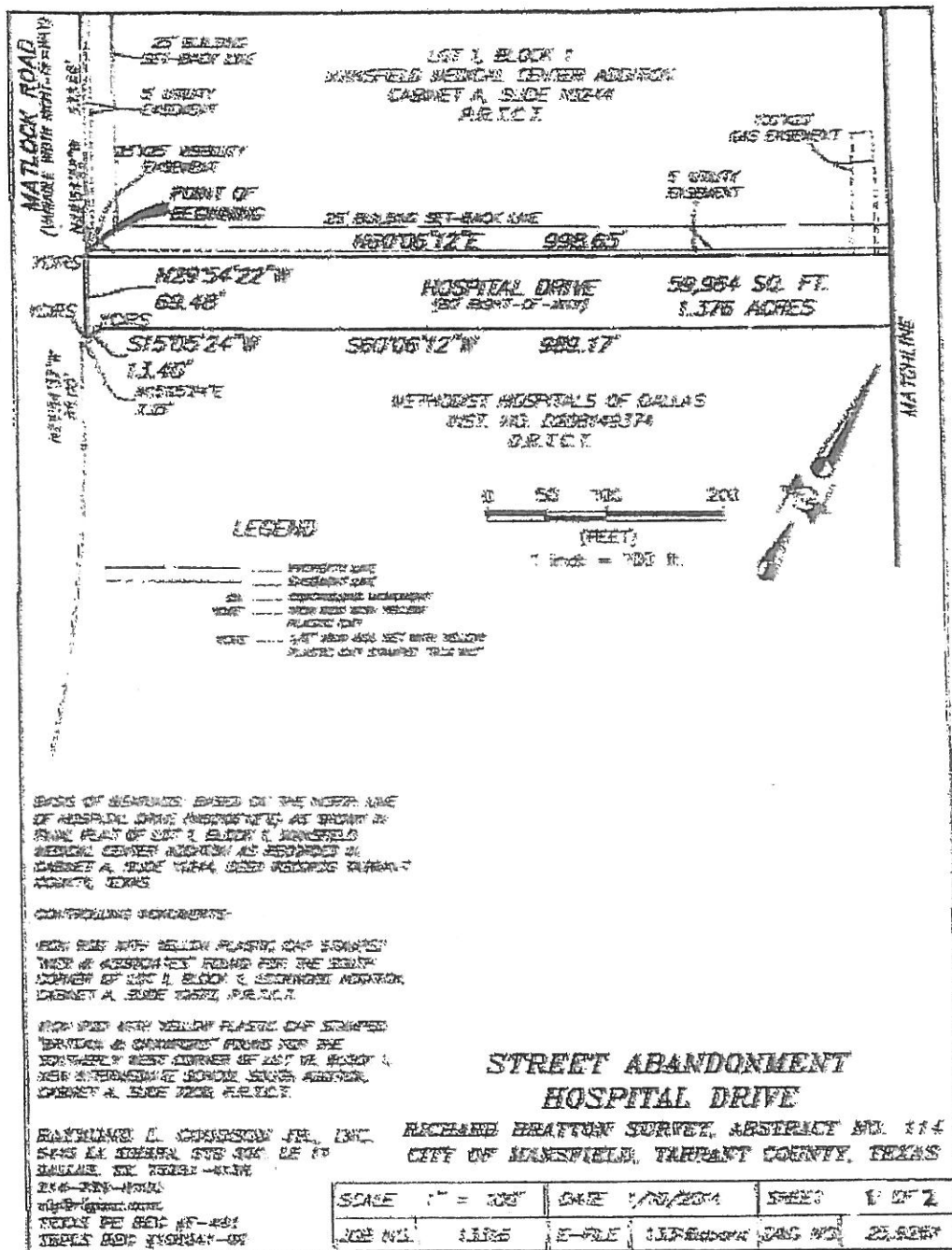
**THENCE** South 15° 05' 24" West along said cut-off line a distance of 13.43 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner;

**THENCE** North 29° 54' 22" West, departing said cut-off line, a distance of 89.48 feet to the **POINT OF BEGINNING** and containing 58,894 square feet or 1.376 acres, more or less.

**BASIS OF BEARINGS:** BASED ON THE NORTH LINE OF HOSPITAL DRIVE (N89°06'12"E) AS SHOWN IN FINAL PLAT OF LOT 1, BLOCK 1, MANSFIELD MEDICAL CENTER ADDITION AS RECORDED IN CABINET A, SLIDE 10244, DEED RECORDS TARRANT COUNTY, TEXAS.



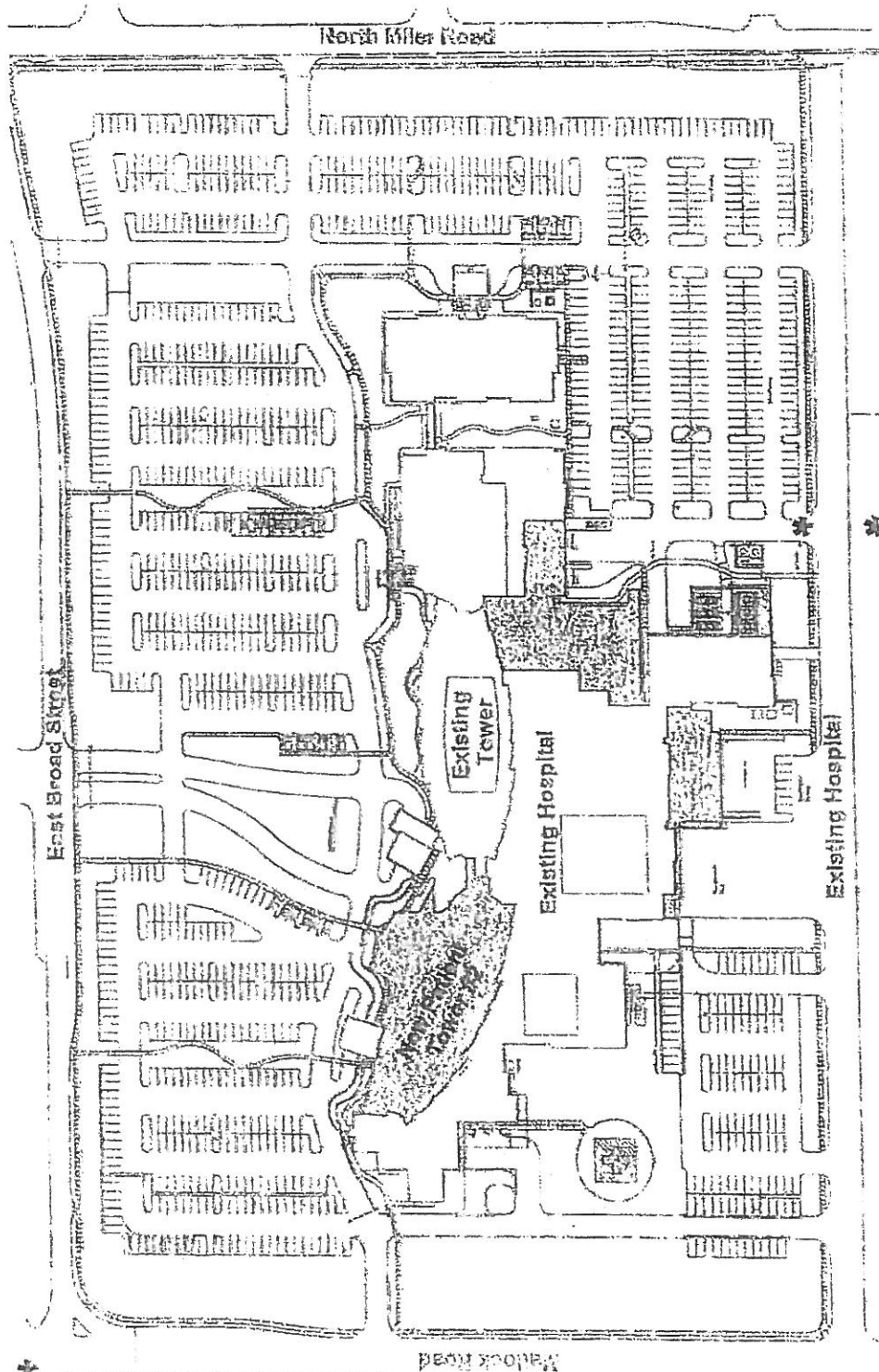
**EXHIBIT A**



**EXHIBIT B**





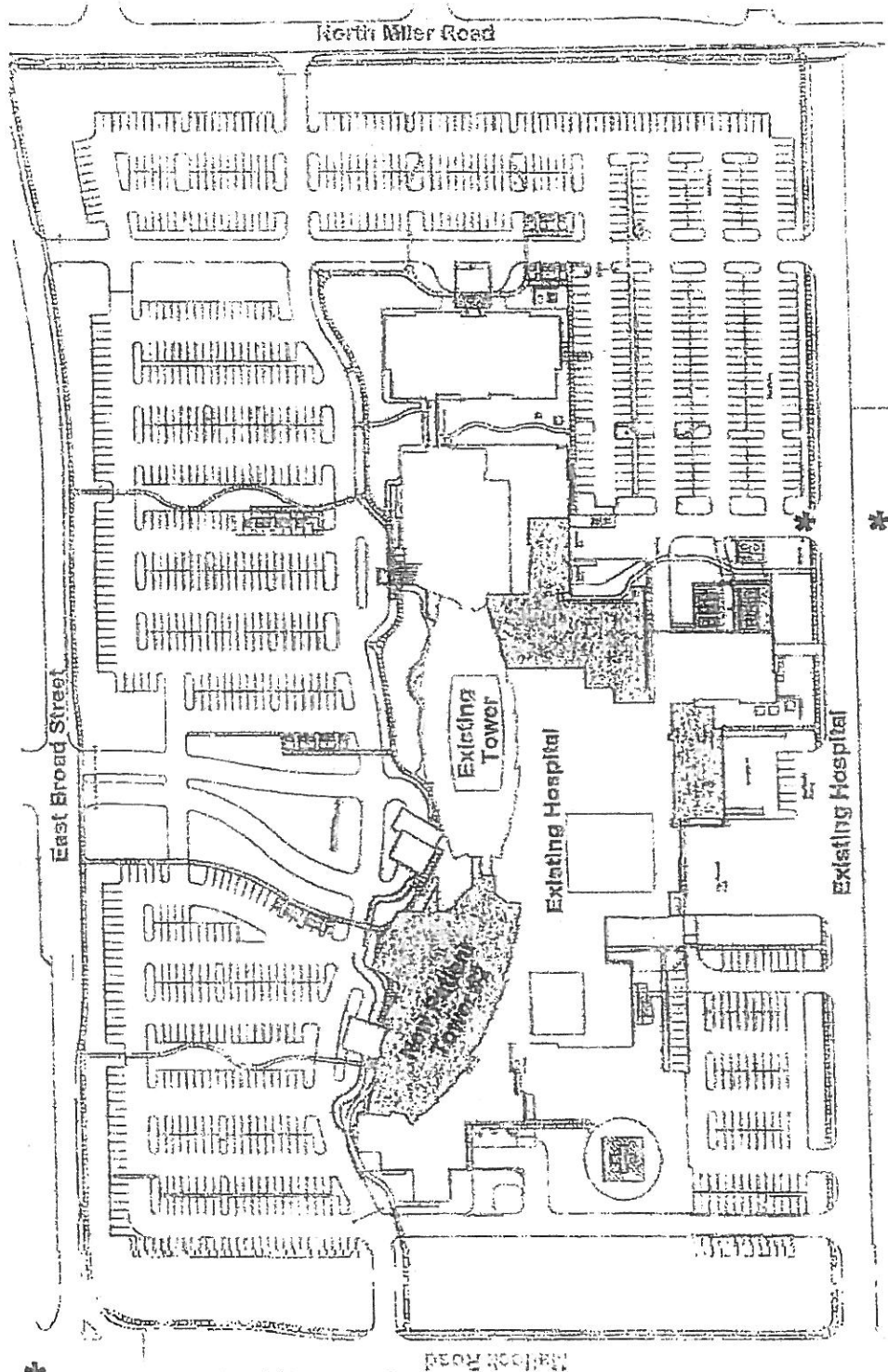


\* Approximate location of drive approach.

"New Patient Tower 2 depicted above is an additional bed tower that expands the bed capacity of the existing general acute care hospital already existing on the campus. The New Patient Tower 2 will entail the construction of four additional floors above the current single floor structure located on the west side of the existing hospital structure with approximately 100,000 square feet of floor area and with a total bed capacity of approximately 100 beds."

### **EXHIBIT C**

**Exhibit "2"**  
**DESCRIPTION OF PATIENT TOWER #2**



\* Approximate location of drive approach.

"New Patient Tower 2 depicted above is an additional bed tower that expands the bed capacity of the existing general acute care hospital already existing on the campus. The New Patient Tower 2 will entail the construction of four additional floors above the current single floor structure located on the west side of the existing hospital structure with approximately 100,000 square feet of floor area and with a total bed capacity of approximately 100 beds."

## **EXHIBIT 2**