

ORDINANCE NO. 2157

AN ORDINANCE OF THE TOWN OF HIGHLAND PARK, TEXAS, RELEASING, ABANDONING, AND CONVEYING FOR FAIR MARKET VALUE THAT CERTAIN TEN (10) FOOT PUBLIC RIGHT-OF-WAY LOCATED BETWEEN 4224 ARMSTRONG PARKWAY AND 4216 ARMSTRONG PARKWAY; RESERVING AND RETAINING A UTILITY EASEMENT THEREON; AUTHORIZING THE EXECUTION OF A PURCHASE SALE AGREEMENT, SPECIAL WARRANTY DEED, AND OTHER DOCUMENTS REQUIRED TO EFFECTUATE THE CONVEYANCE OF THE TOWN'S REAL PROPERTY INTEREST IN THE PUBLIC RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNERS; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Park, Texas (the "**Town**") is a home rule Town acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the local Government Code; and

WHEREAS, the Town owns an approximate 1,989 square-foot (0.46 acre) strip of land dedicated in fee to the public at no cost to the Town by subdivision plat which is held as a public access and utility easement right-of-way and located between 4224 and 4216 Armstrong Parkway (the "**Public ROW**," as more particularly depicted and described in **Exhibit A**, attached hereto); and

WHEREAS, the property owners abutting the Public ROW, including the owners of 4224 Armstrong Parkway and 4216 Armstrong Parkway (the "**Grantees**"), submitted a request to the Town to release, abandon, and convey for fair market value the Public ROW to Grantees; and

WHEREAS, the Town has secured an independent third-party appraisal to establish fair market value of the property interest to be conveyed; and

WHEREAS, Section 1.04 of the Town's Home Rule Charter authorizes the Town to sell property; and

WHEREAS, Section 272.001 of the Texas Local Government exempts from statutory notice and bidding requirements the sale of narrow strips of land or small areas of land that cannot be used independently under current zoning and authorizes the Town to sell the land to abutting property owners in the same subdivision if the land has been subdivided; and

WHEREAS, acting pursuant to law, the Town Council of the Town of Highland Park, Texas ("**Town Council**"), deems it advisable to release, abandon, and convey the Public ROW, subject to the terms, conditions, and reservations herein provided, and the Town Council is of the opinion that the public access portion of the Public ROW is not needed for public use, and same should be released, abandoned and conveyed for fair market value to Grantees in an equitable manner; and

WHEREAS, Town Council finds and determines that the ten (10) foot public access easement is not being used by, nor is it useful or convenient to, the public in general, and therefore constitutes a public charge without a corresponding public benefit; and

WHEREAS, the Town Council further find and determines that the best interest and welfare of the public will be better served if the Public ROW is released, abandoned, and conveyed to the Grantees, subject to the conditions set forth herein; and

WHEREAS, by resolution of the Town Council on March 27, 1942, the owners of Lot 15 and Lot 16 were granted the right to remove the cement walks from the Public ROW and make plantings thereon; and

WHEREAS, in that certain Agreement Regarding Improvements Located on the Walk Reserve dated April 12, 2017, it was noted that “the Town does not foresee nor expect any other franchised utility company to request and/or need the use of the Public ROW”; and

WHEREAS, the existing storm sewer line, drainage grates and one utility pole of Oncor Electric Delivery, LLC located on the most northern end of the Public ROW are the sole public utility facilities in the Public ROW and will remain in place pursuant to an easement to be dedicated to the Town by the Grantees and will remain dedicated to the public and not be abandoned.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND PARK, TEXAS:

SECTION 1. That the findings and recitals set forth above are legislative findings of the Town Council and are incorporated herein for all purposes.

SECTION 2. That the Town of Highland Park, Texas (the “*Town*”) hereby releases, abandons, and conveys by special warranty deed the approximate 1,989 square-foot Public ROW described and depicted in Exhibit A, attached hereto; PROVIDED, HOWEVER, that Grantees shall grant and convey an easement to the Town pursuant to the terms of a Utility Easement Agreement, the form of which is attached hereto as **Exhibit D**, allowing it to inspect, maintain, repair, or reconstruct all existing improvements, facilities, equipment, or lines of any public utility (municipal or otherwise) which are presently located within the Public ROW area abandoned, and any such improvements, facilities, equipment, or lines currently existing in the abandoned Public ROW remain dedicated to the Town and are not hereby released, abandoned, or conveyed. Unless otherwise expressly stated in the Utility Easement Agreement, the utility easements are subject to all Town policies applicable to such easements, including restrictions on the use of the surface of such property

SECTION 3. The release, abandonment and conveyance provided for herein is made subject to all present zoning and deed restrictions, and all public and private easements and rights-of-way of others, whether apparent, non-apparent, aerial, surface, underground, or otherwise, and subject to any existing facilities located within the Public ROW. No buildings or any other structure requiring a permit from the Town shall be constructed or placed upon, over, or across the Town’s easement, except with the Town’s written authorization and required permit.

SECTION 4. The Town Administrator is hereby authorized to execute a Purchase Sale Agreement, Special Warranty Deed, and Utility Easement Agreement with each of the Grantees in substantially similar form to the documents attached hereto as **Exhibits B, C, and D** respectively, and any other documents required to effectuate the release of the Town's interest in and to the Public ROW described in **Exhibit A**, save and except all present utility easements and facilities therein.

SECTION 5. The following exhibits are attached to this Ordinance and are incorporated herein for all purposes:

- Exhibit A – Public ROW Description and Depiction
- Exhibit B – Form Purchase Sale Agreement
- Exhibit C – Form Special Warranty Deed
- Exhibit D – Form Utility Easement Agreement

SECTION 6. It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences 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 Town Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 7. This ordinance and the Public ROW abandonment contemplated herein shall be of no effect until, and shall only take effect upon, the Town's receipt of (i) a fully executed copy of an Easement Agreement from each of the Grantees; (ii) full payment for the real property from each Grantee as contemplated in their respective Purchase Sale Agreements; and (iii) reimbursement from the Grantees to the Town for all Town expenses related to the release of the Public ROW and sale of the property from the Grantees.

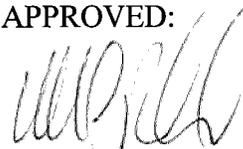
PASSED AND APPROVED this 2<sup>nd</sup> day of December 2025.

APPROVED AS TO FORM:



Susan B. Thomas  
Town Attorney

APPROVED:



Will C. Beecherl  
Mayor

ATTEST:



Joanna Mekeal  
Town Secretary

**Exhibit A**  
**Public ROW Description and Depiction**

SHEET 1 OF 2

**WALK RESERVE**

HIGHLAND PARK WEST, FIRST INSTALLMENT, BLOCK 103  
WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501  
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being 1,989 square feet or 0.046 of an acre of land located in the WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501, City of Dallas, Dallas County, Texas, and being a reserved walkway, Block 103, of Highland Park West, First Installment, an addition to the Town of Highland Park, Dallas County, Texas, according to the map or plat thereof recorded in Volume 2, Page 361, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner in the Northeast line of Armstrong Parkway, a 170' right-of-way (Volume 2, Page 361, M.R.D.C.T.), at the South corner of Lot 16, Block 103, said point being the South corner of said Lot 16 and a portion of Lot 17 described in deed to Howard L. Armistead III or Mary Van Armistead, Trustee, or their successors in trust, recorded in Instrument No. 202300024449, Official Public Records, Dallas County, Texas;

THENCE North 21°59'08" East, along the Southeast line of said Lot 16, a distance of 200.00' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the common corners of said Lot 16 and Lot 10, of said Block 103;

THENCE South 68°00'52" East, a distance of 1.47' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

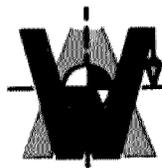
THENCE South 51°39'53" East, a distance of 8.89' to a point for corner set at the common corner of Lot 11 and Lot 15, of said Block 103;

THENCE South 21°59'08" West, along the Northwest line of said Lot 15, a distance of 197.50' to a point for corner set in said Northeast line of Armstrong Parkway;

THENCE North 68°00'52" West, along said Northeast line, a distance of 10.00' to the PLACE OF BEGINNING and containing 1,989 square feet or 0.046 of an acre of land.

BASIS OF BEARING DETERMINED BY TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011).

  
John S. Turner, R.P.L.S. #5310



**A&W SURVEYORS, INC.**

*Professional Land Surveyors*

TEXAS REGISTRATION NO. 100174-00

P.O. BOX 870029, MESQUITE, TX 75187

PHONE: (972) 681-4975 FAX: (972) 681-4954

WWW.AWSURVEY.COM

Job Number: 25-1341

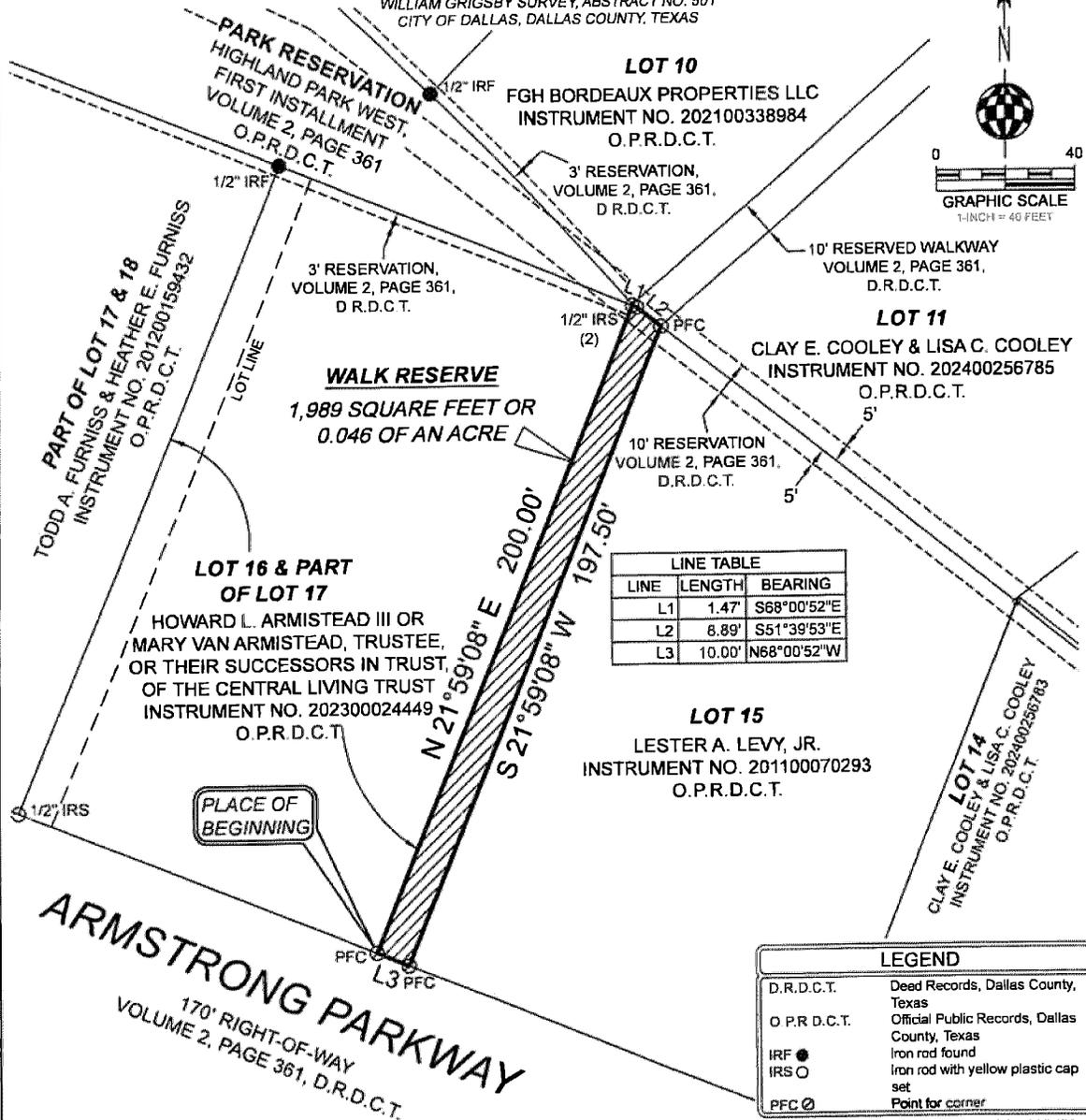
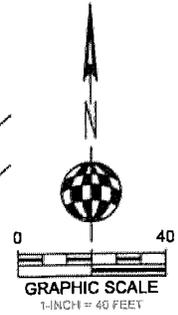
Date: 09-17-2025

Drafter: AR

"A professional company operating in your best interest!"

# WALK RESERVE

HIGHLAND PARK WEST, FIRST INSTALLMENT, BLOCK 103  
 WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501  
 CITY OF DALLAS, DALLAS COUNTY, TEXAS



BASIS OF BEARING DETERMINED BY TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011)

*John S. Turner*  
 John S. Turner, R.P.L.S. #5310

**A&W SURVEYORS, INC.**  
 Professional Land Surveyors  
 TEXAS REGISTRATION NO 100174-00  
 P O BOX 870029, MESQUITE, TX. 75187  
 PHONE: (972) 881-4975 FAX: (972) 881-4954  
 WWW.AWSURVEY.COM

Job Number: 25-1341 Date: 09-17-2025 Drafter: AR  
 "A professional company operating in your best interest"

**Exhibit B**  
**Form Purchase Sale Agreement**

THIS PURCHASE AND SALE AGREEMENT (this “*Agreement*”), dated as of November \_\_, 2025 (the “*Effective Date*”), is made and entered into by and between the Town of Highland Park, Texas, a home rule Town organized and operating pursuant to the laws of the State of Texas (the “*Town*” or “*Seller*”) and Howard L. Armistead III, Trustee, or his successors in Trust of the Central Living Trust dated July 23, 2023, a Trust established under the laws of the State of Texas (“*CLT*” or “*Buyer*” and, together with Seller, the “*Parties*”), and the owner of certain real property located at 4224 Armstrong Parkway, Highland Park, Texas 75205, generally described as Block 103, Lot 16 and the eastern ten feet (10') of Lot 17, Highland Park West 1<sup>st</sup>, Dallas County, Texas, (the “*4224 Property*”).

**RECITALS**

**WHEREAS**, the Town owns a strip of land adjacent to the 4224 Property which is generally 10 feet wide and between 197 and 200 feet long (the “*Walk Reserve*”), as shown on **Exhibit A** attached hereto;

**WHEREAS**, Section 272.001 of the Texas Local Government Code authorizes the Town to forgo statutory notice and bid requirements for the sale of the Walk Reserve if the land is sold at fair market value to abutting property owners, with the division of land between the owners made in an equitable manner;

**WHEREAS**, CLT has been in discussions with the Town and Lester A. Levy Jr. (“*Levy*”), the owner of certain real property located at 4216 Armstrong Parkway, Highland Park, Texas 75205, and generally described as Block 103, Lot 15, Highland Park West 1<sup>st</sup>, Dallas County, Texas, (the “*4216 Property*”) regarding the purchase of the Walk Reserve by CLT and Levy in equal 50% portions, as the owners of the abutting 4224 Property and 4216 Property (the “*Transactions*”);

**WHEREAS**, CLT, the Town and Levy are parties to that certain Reimbursement Agreement dated as of MONTH, DAY, 2025 (the “*Reimbursement Agreement*”), which provides, among other things, that the Town shall obtain (1) a survey (the “*Survey*”) and (2) an appraisal (the “*Appraisal*”) to ensure that the Walk Reserve is divided equitably and sold at fair market value in compliance with Section 272.001 of the Texas Local Government Code;

**WHEREAS**, the Survey and Appraisal contemplated by the Amended Reimbursement Agreement are attached hereto as **Exhibit A** and **Exhibit B**, respectively;

**WHEREAS**, the Town is entering into a substantially similar Purchase and Sale Agreement with Levy (the “*Levy PSA*”) contemporaneously with the execution and delivery of this Agreement pursuant to which Levy shall also purchase an equitably divided 50% portion of the Walk Reserve in fee simple absolute from Seller;

**WHEREAS**, the Town has agreed to re-plat the Walk Reserve, dividing it equitably between CLT and Levy in compliance with Section 272.001 of the Texas Local Government Code, and issuing an amending plat (the “**Revised Plat**”) which shall be promptly recorded by the Town in the property records and shall be controlling on the preceding plat without vacation of that plat in accordance with Section 212.016(9) of the Texas Local Government Code;

**WHEREAS**, the Parties recognize and agree that the Town owns and maintains underground infrastructure within the Walk Reserve and that the Town intends to preserve its right, along with its respective employees, agents, and contractors, to enter the Walk Reserve at all times for the purpose of inspecting, maintaining, repairing, constructing, and/or reconstructing any and all of the Town’s infrastructure and each of Levy and CLT are entering into an Easement Agreement contemporaneously with this Agreement (the “**Easement Agreements**”), which Easement Agreements shall be substantially identical to **Exhibit C** attached hereto and shall be duly recorded by the Town in the property records; and

**WHEREAS**, subject to the terms, covenants and conditions set forth herein, Seller desires to sell an equitably divided 50% portion of the Walk Reserve in fee simple absolute to Buyer and Buyer desires to purchase an equitably divided 50% portion of the Walk Reserve from Seller in fee simple absolute.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants, terms, and conditions contained herein, and for other valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by both Parties, the Parties hereto agree as follows:

1. Definitions. Capitalized terms used in this Agreement without definition shall have the respective meanings ascribed to such terms in **Exhibit D**.

2. Agreement of Purchase and Sale. At the Closing, subject to the covenants, terms, and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, 50% of the Walk Reserve as equitably divided in accordance with the proposed Revised Plat attached hereto as **Exhibit E**. The Town shall promptly record the Special Warranty Deed, the form of which is attached hereto as **Exhibit F** (the “**Deed**”) in the real property records in accordance with Sections 272.001 and 212.016(9) of the Texas Local Government Code.

3. Purchase Price. The purchase price to be paid for the 50% portion of the Walk Reserve by CLT (the “**Purchase Price**”) shall be One Hundred Eight-five Thousand Dollars and XX/100 (\$185,000.00). No fewer than three (3) business days prior to the Closing, the Town shall deliver to CLT a final invoice which shows all unreimbursed amounts previously paid by the Town pursuant to the Reimbursement Agreement, together with all amounts due and payable pursuant to the Reimbursement Agreement as of the Closing Date (hereinafter defined) (the “**Reimbursement Expenses Total**”). At the Closing, CLT shall pay the Town, by wire transfer of immediately available funds, the sum of (a) the Purchase Price, plus (b) 50% of the Reimbursement Expenses Total.

4. Closing. The consummation and settlement of the transactions contemplated by this Agreement (the **Closing**), the Levy PSA, the Reimbursement Agreement and the Easement

Agreement (collectively, the “*Transaction Documents*”) shall be held as soon as reasonably practicable on a date mutually agreed upon by the Parties (the “*Closing Date*”) after the Survey, Appraisal and Revised Plat are prepared. At the Closing, the Town shall convey good and marketable fee simple title by the Deed to Buyer’s portion of the Walk Reserve as set forth on the Revised Plat, free and clear of all liens upon payment of the Purchase Price. At the Closing, (a) each Party shall execute and deliver signed counterparts to this Agreement and the Easement Agreement (b) CLT shall deliver the Purchase Price plus 50% of the Reimbursement Expenses Total to the Town by wire transfer of immediately available funds and (c) the Town shall execute the Deed. The Town shall record the Deed and the Revised Plat on the Closing Date or within one business day thereof.

5. Conditions to obligations of Buyer. This Agreement and the obligation of CLT to purchase its portion of the re-platted Walk Reserve from the Town is expressly contingent and conditioned upon and subject to the satisfaction, or waiver in writing by Buyer, of each of the following conditions prior to the Closing Date.

(a) General Feasibility.

(i) *Due Diligence.* Seller hereby grants to Buyer, its engineers, consultants and agents, a license to go upon the Walk Reserve for the purpose of making inspections and conducting feasibility studies with respect to the Walk Reserve, including, without limitation, physical site inspections and utilities, drainage, soil test, together with such other tests and studies as Buyer deems appropriate in Buyer’s sole and absolute discretion; provided, further, for the avoidance of doubt that CLT may terminate this Agreement at any point prior to Closing and have no liability to the Town other than its obligation to reimburse 50% of the reimbursable expenses incurred by the Town through the date of any such termination pursuant to the Reimbursement Agreement.

(ii) *Re-Platting of Walk Reserve.* The Town shall re-plat the Walk Reserve in compliance with Section 272.001 of the Texas Local Government Code by dividing the Walk Reserve equitably into two parcels substantially identical in area, with the western 50% portion of such re-platted Walk Reserve to be joined with the existing parcel of the 4224 Property and the eastern 50% portion of such re-platted Walk Reserve to be joined with the existing parcel of the 4216 Property, as shown on the Revised Plat attached hereto as **Exhibit E**.

(iii) *Access to Documents and Other Items.* Until the Closing or termination of this Agreement, the Town shall provide Buyer with reasonable access to Town records with respect to the Walk Reserve, including, without limitation, surveys, title policies, plans and specifications, notices, correspondence, environmental reports, licenses, permits and approvals.

(iv) *Election to Terminate.* Buyer shall have the absolute and unconditional right to terminate this Agreement for any reason whatsoever (or no reason) by providing notice of termination to the Town, and Buyer’s liability hereunder shall be limited to its obligation to reimburse the Town for 50% of the reimbursable expenses incurred by the Town pursuant to the terms and conditions of the Reimbursement Agreement up to and including the date of termination.

(b) Survey and Title Review.

(i) *Survey and Title Report.* Promptly following the Effective Date, Seller shall deliver to Buyer a current preliminary title report of the Walk Reserve (the "***Title Report***") leading to the issuance of an ALTA standard coverage owner's policy of title insurance in the amount of the Purchase Price, together with legible copies of all instruments of record referred to on Schedule B thereof. Buyer shall have until the Closing Date to review and disapprove, in its reasonable discretion, the Title Report and the Survey. If Buyer does not expressly disapprove the status of title to the Walk Reserve as described in the Survey and Title Report (and any amendment to the Title Report or Survey) by giving written notice to the Town on or before the Closing Date, Buyer shall be deemed to have approved the status of title to the Walk Reserve as reflected on the Survey and Title Report, as may be amended. If Buyer objects to the status of title to the Walk Reserve, Buyer may exercise its right to terminate this Agreement.

(ii) *No Monetary Liens.* Notwithstanding anything to the contrary contained in this Agreement, any other Transaction Document, or any other document or instrument executed or delivered in connection with the Transaction, the Town shall be obligated to remove prior to Closing (regardless of whether Buyer objects thereto) all deeds of trust, mortgages, mechanics' liens, UCC filings, judgments and other monetary liens imposed on the Walk Reserve; it being the intent of the parties that the Walk Reserve be conveyed to Buyer free and clear of all liens, and in no event shall the Walk Reserve be subject to any monetary liens.

6. Termination of Agreement. Buyer may terminate this Agreement at any time prior to Closing by delivering written notice (the "***Termination Notice***") to the Town and Levy indicating its election to terminate this Agreement. Upon delivery of the Termination Notice, this Agreement shall terminate, and the Town shall deliver to each of Buyer and Levy a final statement of the Reimbursement Expenses Total up to and including the date of termination as soon as reasonably practicable. Buyer's liability hereunder shall be limited to its obligation to reimburse the Town for 50% of the reimbursable expenses incurred by the Town up to and including the date of termination pursuant to the terms and conditions of the Reimbursement Agreement. Buyer shall have no liability whatsoever to the Town in respect of expenses incurred after the date of Termination or for costs in excess of 50% of the Reimbursement Expenses Total stated on the final statement delivered by the Town..

7. Title Insurance; Deed.

(a) Owner's Insurance Policy. At the Closing, Buyer may, at Buyer's option, obtain an extended coverage ALTA owner's policy of title insurance, or the unconditional commitment of a title insurer to issue such policy, insuring title to the Walk Reserve to Buyer in the amount of the Purchase Price; the policy to be subject to the usual printed exclusions, exceptions, conditions and stipulations set forth in the printed form policy and such other matters approved in writing by Buyer or resulting from Buyer's actions. The Town shall not be responsible for paying any portion of the title insurance premium, and Buyer shall pay the entire cost of any coverage purchased by Buyer.

(b) Deed. At the Closing, Seller shall deliver to Buyer the executed and notarized Deed, in substantially the form attached as **Exhibit F** to this Agreement, granting and conveying to

Buyer good and marketable fee simple absolute title to its 50% portion of the Walk Reserve as set forth on the Revised Plat free and clear of all liens upon payment of the Purchase Price.

8. Possession; Risk of Loss. The Town shall deliver possession of the Walk Reserve to Buyer and to Levy (in each case in accordance with the Revised Plat prepared and recorded by the Town and as shown on such Revised Plat) at the Closing. The risk of loss of any damage or destruction to the Walk Reserve shall remain with the Town until the Closing.

9. Representations and Warranties of Town. The Town represents and warrants to CLT that the following are true as of the Effective Date and will be true as of the Closing, and acknowledges that in entering into this Agreement, CLT is relying upon, the following:

(a) Organization and Authority. The Town is a home rule town organized and operating pursuant to the laws of the State of Texas and is duly organized, validly existing municipal corporation in good standing under the laws of the State of Texas. The transactions contemplated by this Agreement and the other Transaction Documents, the execution and delivery of all documents required hereby and thereby, and the Town's performance hereunder and thereunder, have been duly authorized by the Town and when executed and delivered will constitute the valid and binding obligation of the Town, enforceable in accordance with their respective terms. The execution and delivery of this Agreement and any other document required in connection with the Transactions and the consummation of the transactions contemplated hereby and thereby will not result in any violation of, or default under, applicable law or any term or provision of any governing document, instrument or agreement by which the Town is bound or to which it is subject.

(b) No Litigation. There is no litigation, investigation or proceeding pending or, to the knowledge of the Town, contemplated or threatened against the Walk Reserve which would impair or adversely affect the Town's ability to perform its obligations under this Agreement or under any contract, instrument or document related hereto.

(c) Foreign Person. Seller is not a "foreign person" as such term is defined under Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**").

(d) No Leases. There are no leases or other agreements of any kind or character applicable to or affecting the Walk Reserve and no parties in possession or adverse possession of the Walk Reserve. At Closing, Seller agrees to convey to CLT good and marketable fee simple absolute title to CLT's 50% portion of the Walk Reserve in accordance with the Revised Plat.

(e) Agreements. There are no options or rights of first refusal, recorded or unrecorded, affecting the Walk Reserve, nor any other material unrecorded agreements or any kind or character affecting the Walk Reserve.

(f) No Undisclosed Assessments. There are no taxes, assessments (special, general or otherwise) or bonds of any nature affecting the Walk Reserve, or any portion thereof.

(g) No Violations. The Town has not received written notice of any violation of any applicable law pertaining to the Walk Reserve, and neither the Town nor the Walk Reserve is in violation of any such applicable laws with respect to the Walk Reserve.

(h) Hazardous Waste. (i) the Walk Reserve is not nor while owned by Seller has the Walk Reserve been under investigation for a violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions in, at, on, under or about the Walk Reserve including, but not limited to, soil and ground water condition; (ii) Seller has not used, generated, manufactured, stored or disposed in, at, on, under or about the Walk Reserve or transported to or from the Walk Reserve any Hazardous Material (as defined below); and (iii) there is not now and there have not been on or in the Walk Reserve during the period of Seller's ownership underground storage tanks, any asbestos-containing materials or any polychlorinated biphenyls, including those used in hydraulic oils, electric transformers, or other equipment. As used herein, "**Hazardous Material**" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos (including, without limitation, vinyl asbestos tile), or any other substance or material, defined as a "hazardous substance" by any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Federal Hazardous Materials Transportation Act, as amended, the Federal Resource Conservation and Recovery Act, as amended, and the rules and regulations adopted and promulgated pursuant to each of the foregoing.

(i) Mechanics Liens. No goods or services have been contracted for or furnished to the Walk Reserve which might give rise to any mechanic's liens affecting all or any part of the Walk Reserve.

The representations and warranties of the Town contained in this Section 9 shall survive the execution and delivery of this Agreement, the Closing and the delivery of all documents and the performance of any and all covenants and obligations in accordance with this Agreement for a two (2) year period after the Closing.

10. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the following are true as of the Effective Date, will be true as of the Closing, and acknowledges that in entering into this Agreement, Seller is relying upon the following:

(a) Organization and Authority. CLT is a validly existing Trust established under the laws of the State of Texas. The transactions contemplated by this Agreement and the other Transaction Documents, the execution and delivery of all documents required hereby and thereby, and CLT's performance hereunder, have been duly authorized by CLT and when executed and delivered will constitute the valid and binding obligation of CLT, enforceable in accordance with its terms. The execution and delivery of this Agreement and any other Transaction Document and the consummation of the transactions contemplated hereby and thereby will not result in any violation of, or default under, any term or provision of the declaration of trust of CLT or any other agreement, instrument, mortgage, loan, or similar documents to which Buyer is a party or by which Buyer is bound.

(b) Conflicts and Pending Action. There is no action or proceeding pending, or to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement.

11. Notices. All notices or other communications required or provided to be sent by either Party shall be in writing and shall be sent (i) by United States Postal Service, postage prepaid, certified, return receipt requested; or (ii) by any nationally known overnight delivery service; or (iii) by courier; or (iv) in person; or (v) by electronic mail. All notices shall be deemed to have been given forty-eight (48) hours following deposit in the United States Postal Service or upon personal delivery if sent by overnight delivery service, courier, facsimile transmission, electronic mail, or personally delivered. All notices shall be addressed to the party at the address below:

If to Seller:

Town of Highland Park  
ATTN: Town Administrator  
4700 Drexel Drive  
Highland Park, Texas 75205

With copy to: Susan Thomas, Town Attorney  
Messer Fort, PLLC  
6371 Preston Rd., Suite 200  
Frisco, TX 75034

If to Buyer:

Central Living Trust  
5910 N Central Expressway  
Suite 1650  
Dallas, Texas 75206  
Attention: Howard L. Armistead III, Trustee of the Central Living Trust dated July 23,  
2013, as amended to date

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this paragraph. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

12. Survival of Covenants, Agreements, Representations and Warranties. Except as otherwise may be limited by the specific terms of this Agreement, all covenants, agreements, representations and warranties of Seller set forth in this Agreement shall survive the Closing and shall not merge into any deed or other instrument executed or delivered in connection with the transactions contemplated hereby.

13. Further Assurances. Each Party, promptly upon the request of the other, shall execute and have acknowledged and delivered, any and all such other documents, agreements and/or instruments, as may reasonably requested, necessary or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions hereof.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law provisions thereof.

15. No Broker Commissions. Each Party represents and warrants to the other that no real estate sales or brokerage commissions or similar commissions are or may be due in connection with the transactions contemplated by this Agreement as a result of any act of the Party so warranting. This Section 15 shall survive the Closing or any termination of this Agreement indefinitely.

16. Condition of Walk Reserve. With the exception of the representations and warranties set forth in this Agreement or otherwise in the Transaction Documents, CLT acknowledges that it is purchasing the Walk Reserve in “as is, where is” condition.

17. Miscellaneous. This Agreement may be executed simultaneously or in counterparts, each of which counterpart shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile signatures and/or electronically transmitted pdf files of this Agreement are valid and shall be deemed original signatures for all purposes hereunder. This Agreement and the other Transaction Documents (including the Exhibits hereto and thereto) constitute the entire agreement between the Parties with regard to the Walk Reserve. All terms and conditions contained in other writings previously executed by the Parties and all other discussions, understandings or agreements regarding the Walk Reserve and the subject matter hereof shall be deemed to be superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by each of the Parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the Party against whom enforcement of the waiver is sought. All Exhibits and documents attached hereto and referred to in this Agreement are incorporated herein by this reference and made part of this Agreement as if fully set forth herein. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any other Transaction Document or any addendum, amendment or exhibit hereto or thereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their successors and assigns, if any. The captions and paragraph headings used herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement. If any relevant date hereunder falls on a weekend or national or state holiday in Dallas, Texas, the next following business day shall be the relevant date.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Agreement Date.

HOWARD L. ARMISTEAD III, Trustee, or his successors in trust, of the CENTRAL LIVING TRUST, dated July 23, 2013, as last amended

\_\_\_\_\_  
Name: Howard L. Armistead III,  
Title: Trustee

TOWN OF HIGHLAND PARK

By \_\_\_\_\_  
Name: Tobin E. Maples  
Title: Town Administrator

**EXHIBIT C**  
**Form of 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.**

When recorded, mail to:

Central Living Trust  
5910 N. Central Expressway  
Suite 1650  
Dallas, Texas 75206  
Attention: Howard L. Armistead III, Trustee, or his successors in Trust of the Central Living Trust dated July 23, 2023

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**SPECIAL WARRANTY DEED**

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration received pursuant to that certain Purchase and Sale Agreement dated as of November \_\_\_, 2025 regarding the Property (hereinafter defined) (the "**PSA**"), the Town of Highland Park, Texas, a home rule Town organized and operating pursuant to the laws of the State of Texas, does hereby sell, grant, convey, assign and transfer to Howard L. Armistead III, Trustee, or his successors in Trust of the Central Living Trust dated July 23, 2023, a Trust established under the laws of the State of Texas ("**Grantee**") and its successors and assigns, that certain real property located in Dallas County, Texas and legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

This conveyance is made subject to all easements, rights-of way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities and other exceptions as may appear of record or which would be noted with an accurate ALTA/ACSM survey and to the rights granted to the Town by Grantee pursuant to that certain Utility Easement Agreement between Grantee and the Town dated as of even date herewith.

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's heirs, successors, executors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this deed to the Grantee.

**IN WITNESS WHEREOF**, Grantor has caused this Special Warranty Deed to be executed and effective as of \_\_\_\_\_, 2025.

**GRANTOR:**

TOWN OF HIGHLAND PARK

By: \_\_\_\_\_  
Tobin Maples  
Town Administrator

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025  
By Tobin Maples for the TOWN OF HIGHLAND PARK.

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

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

**Exhibit D**  
**Form Utility Easement Agreement**

**UTILITY EASEMENT AGREEMENT REGARDING**  
**IMPROVEMENTS LOCATED ON FORMER WALK RESERVE**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS                   §

This Utility Easement Agreement Regarding Improvements Located on Former Walk Reserve (this “*Easement Agreement*”), dated as of November \_\_, 2025 (the “*Effective Date*”), is made and entered into by and between the Town of Highland Park, Texas, a home rule Town organized and operating pursuant to the laws of the State of Texas (the “*Town*”) and Howard L. Armistead III, Trustee, or his successors in Trust of the Central Living Trust dated July 23, 2023, a Trust established under the laws of the State of Texas (“*CLT*”), and the owner of certain real property located at 4224 Armstrong Parkway, Highland Park, Texas 75205, generally described as Block 103, Lot 16 and the eastern ten feet (10') of Lot 17, Highland Park West 1<sup>st</sup>, Dallas County, Texas, (the “*4224 Property*”). The Trust and the Town are sometimes hereinafter individually referred to as the “*Party*” and collectively referred to as the “*Parties*.”

**RECITALS**

**WHEREAS**, as of the Effective Date, the Town is selling a strip of land adjacent to the 4224 Property which is generally 10 feet wide and between 197 and 200 feet long (the “*Walk Reserve Property*”), as shown on **Exhibit A** attached hereto;

**WHEREAS**, Section 272.001 of the Texas Local Government Code authorizes the Town to forgo statutory notice and bid requirements for the sale of the Walk Reserve Property if the land is sold at fair market value to abutting property owners, with the division of land between the owners made in an equitable manner;

**WHEREAS**, CLT has been in discussions with the Town and Lester A. Levy Jr. (“*Levy*”), the owner of certain real property located at 4216 Armstrong Parkway, Highland Park, Texas 75205, and generally described as Block 103, Lot 15, Highland Park West 1<sup>st</sup>, Dallas County, Texas, (the “*4216 Property*”) regarding the purchase of the Walk Reserve Property by CLT and Levy in equitably divided 50% portions, as the owners of the abutting 4224 Property and 4216 Property (the “*Transactions*”);

**WHEREAS**, CLT, the Town and Levy are parties to that certain Reimbursement Agreement dated as of October \_\_, 2025 (the “*Reimbursement Agreement*”), which provides, among other things, that the Town shall obtain (1) a survey (the “*Survey*”) and (2) an appraisal (the “*Appraisal*”) to ensure that the Walk Reserve Property is divided equitably and sold at fair market value in compliance with Section 272.001 of the Texas Local Government Code;

**WHEREAS**, the Survey and Appraisal have been obtained and contemporaneously with the execution and delivery of this Easement Agreement, the Town is entering into a substantially similar Purchase and Sale Agreements with Levy and CLT pursuant to which each of Levy and CLT shall purchase an equitably divided 50% portion of the Walk Reserve Property in fee simple absolute from the Town;

**WHEREAS**, the Town has agreed to re-plat the Walk Reserve Property by dividing it equitably between CLT and Levy in compliance with Section 272.001 of the Texas Local Government Code, and issuing the amending plat attached hereto as **Exhibit B** (the “**Revised Plat**”) incorporating 50% of the former Walk Reserve Property into each of the 4224 Property and 4216 Property, which Revised Plat shall be promptly recorded by the Town in the property records and shall be controlling on the preceding plat without vacation of that plat in accordance with Section 212.016(9) of the Texas Local Government Code;

**WHEREAS**, nothing in this Easement Agreement shall change or affect the respective sizes, configurations, or metes and bounds descriptions of the 4224 Property and/or 4216 Property (including in each case the addition of the equitably divided 50% portions of the Walk Reserve Property as set forth in the Revised Plat); and

**WHEREAS**, the Parties recognize and agree that the Town owns and maintains existing underground storm sewer infrastructure, drainage facilities and one telephone pole of Oncor Electric Utility Delivery, LLC located on the most northern end of the Walk Reserve Property (the “**Improvements**”), in, along, under and across the Walk Reserve, and the Parties intend that the Town maintain the ability for the Town’s employees, officials, agents, contractors and other representatives (collectively, “**Authorized Persons**”), to enter the former Walk Reserve Property upon reasonable notice and at reasonable times for the purpose of inspecting, maintaining, repairing, constructing, and/or reconstructing such existing underground infrastructure and facilities.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS THAT**, for and in consideration of the premises, mutual promises, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CLT hereby grants and conveys to the Town and its successors and assigns a perpetual, non-exclusive access easement to its 50% portion of the former Walk Reserve Property, as depicted and described in Exhibit C (the “**Easement Area**”) for the Town and its Authorized Persons, upon reasonable advance written notice, to inspect, maintain, repair, construct and/or reconstruct (the “**Permitted Activities**”) the Improvements at the Town’s sole cost and expense.
2. The Town shall provide reasonable advance written notice to CLT of any Permitted Activities, which reasonable notice shall be not less than ninety (90) days in ordinary circumstances, to allow CLT reasonable time to relocate any trees or other landscaping

that might be affected by the Permitted Activities; provided, further, that in the event of any emergency which necessitates a shorter notice period, the Town shall provide such notice to CLT as is reasonable under the circumstances without being deemed in breach of the foregoing covenant.

3. Construction or installation of fencing, fountains, drainage or hardscaping (the "Additions") that does not require digging to a depth below three feet (3') may be permitted if CLT submits to the Town a full set of construction plans (the "Plans") which include the specific location of any Improvements and show that the Additions shall not interfere with the Town's use or enjoyment of the easement granted hereby. Additions may be installed in the Easement Area only after CLT receives the Town's written approval and acceptance of the Plans. CLT shall repair any damage done to the Improvements by CLT or its contractor(s) in connection with the installation of the Additions. If the Town or its contractor removes or damages all or part of the Additions in connection with necessary repair or inspection of the Improvements, the Town and its contractor shall not be responsible for replacing or repairing the Additions, and such repair and replacement shall occur at CLT's sole cost. Notwithstanding anything to the contrary herein, it is understood and agreed that the installation of trees and other landscaping shall not be deemed to interfere with the Town's use or enjoyment of the easement granted hereby.

\_\_\_ (initials) \_\_\_ (initials)

4. **TO THE EXTENT PERMITTED UNDER TEXAS LAW, THE TOWN AND ITS SUCCESSORS AND/OR ASSIGNS, AGREE AND ARE BOUND TO DEFEND, INDEMNIFY AND HOLD CLT AND ITS PAST, PRESENT, AND FUTURE TRUSTEES, BENEFICIARIES, SETTLORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS HARMLESS AGAINST ALL CLAIMS, LOSSES, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM BY WHICH RECOVERY OF DAMAGES IS SOUGHT, BY ANY PERSON OR PERSONS, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE INTENTIONAL, RECKLESS, AND/OR NEGLIGENT ACT OR OMISSION OF THE TOWN (OR ANY AUTHORIZED PERSON) IN CONNECTION WITH THE PERMITTED ACTIVITIES OR IMPROVEMENTS. NOTHING IN THIS PROVISION REQUIRES, NOR SHALL BE INTERPRETED TO REQUIRE, THE TOWN INCUR DEBT, ASSESS OR COLLECT FUNDS, OR CREATE A SINKING FUND.**

The Parties to this Easement Agreement acknowledge and agree that (A) each Party hereto is not an agent of the other entity; (B) each Party is responsible in accordance with the laws of the State of Texas for its own acts and omissions, and for the acts and omissions of Authorized Persons and other officials, officers, employees, and/or agents committed in the scope and course of their duties and responsibilities; (C) nothing in this Easement Agreement does or shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the Parties

hereto; (D) the terms and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and/or assigns; (E) this Easement Agreement and the Exhibits attached hereto (which are incorporated by reference herein), together with the other documents executed contemporaneously herewith, contain the entire understanding between the Parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof; (F) this Easement Agreement may only be amended or waived if the amendment or waiver is agreed to in writing, signed by both Parties and recorded in the official real property records of Dallas County, Texas; and (G) upon full-execution of this Easement Agreement, the Town's Secretary is hereby directed to file this Easement Agreement and any attachments thereto in the official real property records of Dallas County, Texas and CLT agrees to pay fee for said filing of this Easement Agreement in such deed records of Dallas County, Texas.

The Parties to this Easement Agreement further understand and agree that this Easement Agreement shall terminate and become null and void for all purposes only upon the Town's abandonment by ordinance of the Easement Area.

Prior to the Town's formal abandonment of the Easement area, any and all portions of the Improvements encroaching in, over and/or upon the former Walk Reserve Property shall be capped and filled or otherwise made safe by the Town in accordance with standard engineering practice.

Each of the Parties hereto hereby represent and warrant that, as of the date below, it has the authority to execute this Easement Agreement and to bind itself to the terms, provisions and conditions hereof. The easements and covenants contained in this Easement Agreement shall be perpetual and continue in full force and effect to the extent permitted by law unless terminated pursuant to the express terms of this Easement Agreement. Notwithstanding anything to the contrary in this Easement Agreement, the easements and covenants contained herein shall burden only on the former Walk Reserve Property.

**[signature page follows]**



