

DONATION AGREEMENT

This DONATION AGREEMENT ("Donation Agreement") is made by and between the Walsh Ranches Limited Partnership, hereinafter called the "Donor", and Tarrant County, Texas, a political subdivision of the State of Texas, hereinafter called the "County."

RECITALS

WHEREAS, the County plans to construct a segment of Bentley Bridge Drive generally from IH 20 to Aledo Road, located in Tarrant County, Texas (the "Project"); and

WHEREAS, the Donor has previously entered into an Agreement for Professional Services ("Engineering Agreement"), dated September 13, 2022, with Dunaway Associates for the development of certain preliminary and/or general engineering plans and specifications for the Project (the "Basic Project Plans"); and

WHEREAS, the Basic Project Plans are scheduled to be completed in October 2022 and the County plans to issue a Design/Build Request for Proposals for the design and construction of the Project (the "RFP") in October 2022; and

WHEREAS, the Donor wishes to donate the Basic Project Plans to the County, and the County wishes to accept and receive said Basic Project Plans, and agrees that the Basic Project Plans will be incorporated and/or referenced in the RFP such that the winning bidder will agree to utilize the Basic Project Plans in the development of final plans for the Project and construction of the Project; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, Donor and County do agree as follows:

AGREEMENT

Article 1. Effective Date

This Agreement becomes effective when signed by the last party whose signature makes the Agreement fully executed.

Article 2. Funding and Work Responsibilities

Donor has or will pay all costs associated with the Engineering Agreement related to the development of the Basic Project Plans. The Parties to this Agreement acknowledge and agree that Donor's contribution of the Basic Project Plans is being made for the sole purpose of ensuring that the general plans for the Project fit within the right of way to be dedicated for the Project by Donor and so that the vertical and horizontal engineering for the Project comport with the engineering for the surrounding development, that the winning bidder from the County's RFP process will be responsible, at the County's expense, for developing final plans and specifications for the Project ("Final Project

Plans") based upon the Basic Project Plans, and that Donor will have no further financial or other responsibility for the Project other than payment for the development of the Basic Project Plans.

Article 3. Donation and Acceptance

Donor agrees to donate, convey and transfer to the County, and the County agrees to receive and accept from Donor, all of Donor's right, title and interest in the Basic Project Plans subject to the terms, conditions and provisions hereof, and the Basic Project Plans are being conveyed "AS IS" without any warranties or representations of any kind or nature, whether oral or written, express or implied concerning the Basic Project Plans.

Article 4. Termination of Project

In the event that the County elects not to move forward with the Project, then the Parties to his agreement acknowledge and agree that Project Plans will be returned to Donor within ninety (90) days after the termination.

Article 5. Notices

All notices to either party by the other as required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, or sent by electronic mail (electronic notice being permitted to the extent permitted by law but only after separate, written consent of the parties), addressed to such party at the following addresses:

Tarrant County:

Tarrant County Administrators Office
ATTN: G. K. Maenius
100 E. Weatherford Street, Suite 404
Fort Worth, TX 76196

Walsh Ranches Limited Partnership:

Walsh Companies
ATTN: Ryan Dickerson
155 Walsh Drive
Aledo, TX 76008

All notices shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 6. Entire Agreement

This Agreement represents the entire and integrated agreement between the County and Donor and supersedes all prior negotiations, representations, or arguments either written or oral.

Article 7. Lawful Authority

The execution and performance of this Agreement by the County and Donor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and Donor in accordance with its terms.

Article 8. Amendments

No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

Article 9. No Third-Party Obligations

It is understood and agreed between the Parties that the County and Donor, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **NEITHER COUNTY NOR DONOR ASSUMES ANY RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.**

Article 10. Conflict with Applicable Law

Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Article 11. No Waiver

No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same of any other provision hereof.

Article 12. Public Information Act

The County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

Article 13. Counterparts

This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

SIGNED AND EXECUTED This _____ day of _____, 2022.

**TARRANT COUNTY
STATE OF TEXAS**

Signature

B. GLEN WHITLEY
County Judge

WALSH RANCHES LIMITED PARTNERSHIP,
a Texas limited partnership

By: Walsh North Star Company, LLC,
a Delaware limited liability company,
its general partner



Signature

Ryan B. Dickerson

Typed or Printed Name

Vice President

Title

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.