

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AGREEMENT FOR DONATION

This **AGREEMENT FOR DONATION** (Contract) is made by and between TARRANT COUNTY, a government entity, of Tarrant County, Texas (DONOR) and THE CITY OF ARLINGTON, TEXAS, a municipal corporation, (DONEE). In consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, DONOR and DONEE agree as follows:

**ARTICLE I
THE PROPERTY**

Subject to the terms and provisions of this Contract, DONOR agrees to donate to DONEE, all of the following described property (sometimes referred to herein in the aggregate as Property):

- A. The property is generally described as a tract of land (Land) located in Tarrant County, Texas, being described as **a portion of the Robert R. Ramey Survey, Abstract No. 1341, City of Arlington, Tarrant County, Texas**, and as described as a portion of Tract No. 6 in that certain deed recorded in Volume 1339, Page 200, Deed Records of Tarrant County, Texas, containing approximately 2.36 acres of land, more or less;
- B. Any and all of DONOR's buildings, fixtures, improvements, structures and located thereon;
- C. All rights in and to roads, rights-of-way, ingress and egress easements relating to the Land, and all other rights of access thereto.
- D. The Property shall also be deemed to include all interest, if any, of DONOR in and to (1) any strips or gores between the Property and all abutting properties and (2) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the specifically described Property;

**ARTICLE II
CONSIDERATION**

2.1 The donation, dedication, conveyance, and covenants herein are made in consideration of the benefits accruing to DONOR and the public by reason of the conditions, covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

2.2 DONOR hereby states, ratifies and affirms that this donation is being made voluntarily and without coercion; that no promise of favorable consideration, grant of zoning or other waiver of any governmental authority has been authorized or received in exchange for this donation.

2.3 This Donation is given and accepted subject to any and all restrictions, reservations, covenants, conditions, rights-of-way, easements, municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the herein described property.

2.4 DONEE agrees that the land will be used for a Public Purpose and in the event that the land is used for any other purpose, DONOR reserves the right to regain title to the Property.

ARTICLE III SURVEY

DONEE and DONOR acknowledge that no on-the-ground survey has been performed for the purposes of this Contract and that the Property is described as a portion of the Robert R. Ramey Survey, Abstract No. 1341, City of Arlington, Tarrant County, Texas, and as described as a portion of Tract No. 6 in that certain deed recorded in Volume 1339, Page 200, Deed Records of Tarrant County, Texas, and containing approximately 2.36 acres of land, more or less.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

REPRESENTATIONS AND WARRANTIES OF DONOR. DONOR does hereby represent and warrant to the best of their knowledge and ability, as of the date hereof and as of the Closing Date, that:

- A. There are no leases, contracts, or agreements outstanding (whether sale, exchange or otherwise) which affect any portion of the Property or its operation other than easements filed of record;
- B. The continued ownership, operation, use and occupancy of the Property does not violate any zoning, building, health, fire or other law, ordinance, order or regulation or any restrictive covenant; there are no violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement, affecting any portion of the Property and no written notice of any such violation has been issued by any governmental authority;
- C. There is no action, suit, proceeding or claim affecting the Property or any portion thereof nor affecting DONOR and relating to the ownership, operation, use or occupancy of the Property pending or being prosecuted in any court or by or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality or, to the knowledge of DONOR, is any such action, suit, proceeding or claim

threatened or being asserted; there is no proceeding pending or presently being prosecuted for the reduction of the assessed valuation of taxes or other assessments payable in respect to any portion of the Property;

- D. DONOR is not prohibited from consummating the transactions contemplated in this Contract, by any law, regulation, agreement, instrument, restriction, order or judgment;
- E. There are no adverse parties in possession of the Property or any part thereof and no parties in possession thereof except DONOR and no party has been granted any license, lease or other right relating to the use or possession of the Property other than any easements filed of record;
- F. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by DONOR or pending against DONOR or the Property;
- G. Except as agreed to in writing by DONEE prior to Closing, DONOR will completely discharge at or prior to Closing (whether payable in installments or otherwise) all assessments payable to any entity or governmental authority for improvements, including but not limited to capital recovery charges, assessments for street improvements, utilities and sanitary sewer connection charges, if any, and any liens, debts, notes, obligations, charges, security interests or other encumbrances affecting the Property;
- H. DONOR has full right, title and authority to enter into this Contract on behalf of all owners of the Property and, except as stated below in this paragraph, no other party has any right, option, interest, or claim to all or any part of the Property, whether subject to earnest money contract, option agreement, right of first refusal, reversionary or future interests or right of reverter other than any easements filed of record;

ARTICLE V CLOSING

5.1 TIME AND PLACE OF CLOSING. Provided that all conditions of the Contract shall have been satisfied prior to or on the Closing Date (herein so called), the Closing (herein so called) of this transaction shall take place at Lawyers Title, 1400 W. Abram Street, Arlington, Texas 76013, on or before October 1, 2023, or such other date the parties may agree upon in writing.

5.2 EVENTS OF CLOSING. At the Closing:

- A. DONOR shall deliver to DONEE the following:
 - 1. A donation special warranty deed duly executed and acknowledged by DONOR, conveying to DONEE the Property in indefeasible fee simple, free and clear of any lien, encumbrance or exception other than the Permitted Exceptions, together with appropriate title curative documents necessary in

the opinion of the Title Company in order to fully and properly convey fee simple title to DONEE as provided in this Contract;

2. At DONEE's sole expense, a standard Texas Owner's Policy of Title Insurance issued by the Title Company conforming to the requirements of Article III above insuring DONEE's title indefeasible fee simple and containing no exceptions other than the Permitted Exceptions; upon approval of the Title Company of the Survey, the survey exception in the Owner's Policy of Title Insurance shall be modified to read "shortages in area" only and the additional premium therefor shall be paid by DONEE;
3. Tax certificates from all taxing authorities having jurisdiction over the Property, showing payment of all ad valorem taxes on said Property through the calendar year preceding the Closing of this purchase and sale; provided, however, that DONEE shall pay such taxes for the year 2023.
4. Possession of the Property shall occur at Closing;
5. The Affidavit in form and substance satisfactory to DONEE that DONOR is not a foreign person or entity subject to the Foreign Investment in Real Property Tax Act or the Tax Reform Act of 1984;
6. Such other evidence of the authority and capacity of DONOR and its representatives as DONEE and/or the Title Company may reasonably require.

B. DONEE shall deliver the following:

1. The consideration required pursuant to Article II above;
2. Such other evidence of the authority and capacity of DONEE and its representatives as the Title Company may reasonably require.

5.3 EXPENSES. DONOR shall pay all expense of curing any Objections to the Title Commitment and/or Survey, any and all real estate commissions which are due upon this transaction and its own attorneys' fees, if any. DONEE shall pay all other expenses of Closing, including but not limited to a boundary survey, environmental survey, and of preliminary platting.

5.4 PRORATIONS. DONEE shall be responsible for all ad valorem taxes for the year 2023.

ARTICLE VI DAMAGE TO PROPERTY

6.1 DONOR agrees to give DONEE prompt written notice of any substantial loss or damage to the Property. All risk of loss shall be borne by DONOR until acceptance by DONEE of delivery of SELLER's deed at the Closing.

ARTICLE VII MISCELLANEOUS

7.1 CURRENT LEASES/TENANTS AS TO PROPERTY. DONOR hereby advises DONEE that there are no tenants or parties in possession of the Property other than DONOR.

7.2 NO ASSUMPTION OF DONOR'S LIABILITIES. DONEE is acquiring only the Property from DONOR and is not the successor of DONOR. DONEE does not assume or agree to pay or indemnify DONOR or any other person or entity against any liability, obligation or expense of DONOR or relating to the Property in any way except only to the extent, if any, herein expressly and specifically provided.

7.3 SURVIVAL. All warranties, representations and agreements contained herein or arising out of the sale of the Property by DONOR to DONEE shall survive the Closing hereof.

7.4 GOVERNING LAW; VENUE. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Contract. The obligations of the parties are performable and venue for any legal action arising out of this Contract shall lie in Tarrant County, Texas.

7.5 INTEGRATION; MODIFICATION; WAIVER. This Contract constitutes the complete and final expression of the agreement of the parties relating to the Property and supersedes all previous contracts, agreements and understandings of the parties, either oral or written, relating to the Property. This Contract cannot be modified or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Contract) executed by the party against whom enforcement of the modification or waiver is sought. The terms and provisions of this Contract shall not merge with, be extinguished by or otherwise affected by any subsequent conveyance or instrument by or between the parties hereto unless such instrument shall specifically so state and be signed by both DONEE and DONOR.

7.6 COUNTERPART EXECUTION. This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

7.7 HEADINGS; CONSTRUCTION. The headings which have been used throughout this Contract have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Contract. Words of any gender used in the Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this Contract shall refer to the entire Contract and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal or banking holiday, the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal or banking holiday.

7.8 INVALID PROVISIONS. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

7.9 BINDING EFFECT. This Contract shall be binding upon and inure to the benefit of DONOR and DONEE and their respective heirs, personal representatives, successors and assigns.

DONEE may assign its rights hereunder and upon acceptance of any such assignment by the assignee and the assumption of DONEE's obligations hereunder, DONEE shall be relieved of all duties and obligations hereunder. Except as expressly provided herein, nothing in the Contract is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Contract.

7.10 FURTHER ACTS. In addition to the acts recited in this Contract to be performed by DONOR and DONEE, DONOR and DONEE agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

7.11 DATE OF CONTRACT. The date of this Contract shall for all purposes be the date of the execution hereof by the Title Company of an acknowledgment that it received a fully executed copy of this Contract.

7.12 TIME. Time is of the essence in this Contract.

7.13 NOTICES. Any notice or written communication which is required or permitted to be delivered pursuant to the provisions of this Contract shall be deemed properly delivered as follows:

If by hand delivery, such notice or communication shall be deemed received when actually delivered, or if by mail, the same shall be deemed received upon the expiration of two (2) business days following the deposit of the same in a properly addressed, postage pre-paid envelope, in the following manner:

to DONOR:

Tarrant County
Attn: _____

Fort Worth, TX _____

to DONEE:

City of Arlington
Real Estate Services Division, Office of Economic Development
Attn.: Stuart Young, Real Estate Manager
P.O. Box 90231; MS 01-0300
Arlington, Texas 76004-3231

7.14 REAL ESTATE COMMISSIONS. DONOR represents and warrants to DONEE that there are no real estate commissions due in connection with or upon completion of the sale of the Property from DONOR to DONEE.

ARTICLE VIII INSPECTIONS

8.1 **DONEE'S INSPECTION OF PROPERTY.** DONEE is hereby granted the right of entry, privilege and authority, but shall not be deemed to have the duty or obligation, to enter into and upon the Property, or any portion thereof, for the purpose of performing and conducting boundary surveys, environmental surveys, tests, audits, studies and/or investigations, as DONEE deems appropriate from time to time and at any time prior to the Closing. DONEE shall contact DONOR to schedule a time for inspection. The inspection shall consist, at a minimum, of a boundary survey and Phase I environmental survey. In the event the results of such boundary surveys, environmental surveys, tests, audits, studies and/or investigations are not satisfactory to DONEE, in DONEE's sole discretion, DONEE shall have the option to unilaterally terminate this Contract. In the event DONEE elects to so terminate this Contract pursuant to the provisions contained in this paragraph, DONEE shall deliver written notice to DONOR and thereupon neither party shall have any obligation to the other and this Contract shall be null, void and of no force or effect whatsoever.

ARTICLE IX CONDITIONS PRECEDENT TO CLOSING

9.1 **CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE.** DONEE's obligation to close and consummate the sale described and contemplated in this Contract are contingent and conditioned upon the prior occurrence of the following (Condition Precedent):

- A. Full and final approval of this Contract by the City Council of the City of Arlington, Texas, according to its established customs and procedures.

9.2 **FAILURE OF CONDITION PRECEDENT.** In the event the Condition Precedent shall have failed to occur on or before the Closing Date, the Closing Date for this Contract shall be automatically extended for 30-day periods up to and including a total extension from the original Closing Date of 60 days. Upon the expiration of 60 days from the original Closing Date, in the event the Condition Precedent shall not have occurred or been waived in writing by DONEE, this Contract and all further obligations between DONOR and DONEE shall immediately terminate, cease and become null, void and of no further force or effect.

EXECUTED on this _____ day of _____ 2023.

DONOR:

Tarrant County

a Governmental Entity

Printed Name: _____

Title: _____

DONEE:

The City of Arlington,
a Municipal Corporation

Trey Yelverton, City Manager

ATTEST:

Alex Busken
City Secretary

APPROVED AS TO FORM:

By:
Molly Shortall, City Attorney

Acknowledgements on Following Page

THE STATE OF TEXAS §
 § TARRANT COUNTY, TEXAS
COUNTY OF Tarrant § Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of TARRANT COUNTY, a Governmental Entity of Tarrant County, Texas, and as the _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

Notary Public in and for
The State of Texas

My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS §
 § CITY OF ARLINGTON, TEXAS
COUNTY OF TARRANT § Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared TREY YELVERTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the CITY OF ARLINGTON, TEXAS, a municipal corporation of Tarrant County, Texas, and as the CITY MANAGER thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

Notary Public in and for
The State of Texas

My Commission Expires

Notary's Printed Name

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 from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.