

17,268

THE STATE OF TEXAS

COUNTY OF HUNT

FILED FOR RECORD
at 1:00 o'clock P M

FEB 08 2022

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

**PARTICIPATION AND DONATION AGREEMENT BY AND BETWEEN
PROMINENT REALTY ADVISORS AND HUNT COUNTY, TEXAS**

This **PARTICIPATION AND DONATION AGREEMENT** made and entered into as of the date hereof by and between Hunt County, Texas (the "County") and Prominent Realty Advisors, ("Bearpen Creek").

The County and Bearpen Creek hereby agree that the following statements are true and correct and constitute the basis on which the County and Bearpen Creek have entered into this Agreement:

WHEREAS, the County is under contract with Freese and Nichols, Inc. for professional services related to program management and oversight, design and design management and related services with respect to the Hunt County Transportation Bond Program, (the "Freese and Nichols Contract") which services include county roadway development in the vicinity of FM 2642 and FM 35 (the "Roadway Project") and

WHEREAS, Bearpen Creek has requested modifications to the proposals made under the Roadway Project to allow for an appropriate connection of FM 2642 and FM 35 and leave room for Royse City ISD to develop adjacent property; and

WHEREAS, the County generally agrees that such proposed modifications are in the best interest of the health, safety and welfare of Hunt County and agrees that Freese and Nichols prepare plans for the same provided that Bearpen Creek bear the cost of such modifications in the estimated amount of Twenty Five Thousand and No/100 Dollars (\$25,000.00); and

WHEREAS, a commissioners court may accept a donation, gift, bequest or devise of money on behalf of the County for the purpose of performing a function conferred by law on the county or county officer pursuant to Texas Local Government Code Sec. 81.032; and

WHEREAS, Bearpen Creek would like to donate the cost of the modifications, anticipated to be Twenty Five Thousand and No/100 Dollars (\$25,000.00) to the County and the County would like to accept the same for the purpose of financing the above described modifications;

NOW THEREFORE, for and in consideration of the mutual agreements and conditions set forth herein, the sufficiency of which are hereby acknowledged; the County and Bearpen Creek do hereby contract, covenant and agree as follows:

1. Incorporation of Recitals.

The parties hereby agree that the recitals set forth above are true and correct in all material respects and form the basis upon which they enter this agreement.

2. Agreement of the Parties.

The parties hereby agree that:

a. Hunt County consents to modifications to the current roadway development plan proposed by Freese and Nichols to modify and amend the same per Bearpen Creek's input with respect to the roadways servicing the areas of the intersection of FM 2642 and FM 35 to allow for an appropriate connection of FM 2642 and FM 35 and leave room for Royse City ISD to develop their adjacent property;

b. The modification and amendment to the roadway plan are subject to the County's reasonable approval which shall not be unreasonably withheld, conditioned or delayed; and

c. Bearpen Creek will donate up to Twenty-Five Thousand and No/100 Dollars

(\$25,000.00) to Hunt County to finance the modifications to be paid as follows:

- i. Fifteen Thousand and No/100 Dollars (\$15,000.00) to be paid to the County in good and available funds on or before April 15, 2022; and
- ii. The remaining money, equal to the redesign costs up to Ten Thousand and No/100 Dollars (\$10,000.00) in addition to the monies described in the preceding paragraph, are to be paid to the County in good and available funds within 30 days of the County's receipt and transmission to Bearpen Creek of the final invoice for reengineering costs related to the Roadway Project.

3. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

(Signatures on following page)

This **PARTICIPATION AND DONATION AGREEMENT** is executed this 8th day of February, 2022 by:

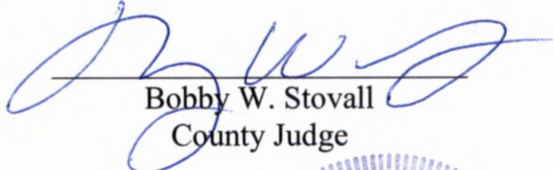
PROMINENT REALTY ADVISORS

By: _____


Name: _____

Its: _____

HUNT COUNTY, TEXAS



Bobby W. Stovall
County Judge

ATTEST:


County Clerk
Hunt County, Texas

