

STATE OF TEXAS                               §  
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COUNTY OF FORT BEND                   §

### **DONATION AGREEMENT**

This Donation Agreement (the “Agreement”) is made by and between Fort Bend County, Texas (hereinafter “County”), a political subdivision of the state of Texas, the Fort Bend County Juvenile Board (the “Juvenile Board”), a specialized local entity, and Reigning Strength Therapeutic Horsemanship (“Reigning Strength”), a Texas 501(c)(3) charitable organization.

WHEREAS, Reigning Strength is a non-profit charitable organization located in Fort Bend County, Texas that provides therapeutic and equine assisted services for children and adults in Fort Bend County; and

WHEREAS, on or about September 9, 2015, the Juvenile Board accepted a donation of a horse trailer (the “Trailer”) from Mary Gready and Fort Bend Partnership for Youth; and

WHEREAS, the Trailer is no longer needed for County or Juvenile Board purposes; and

WHEREAS, the County and Juvenile Board desire to donate the Trailer to Reigning Strength; and

WHEREAS, Section 263.152(a)(4) of the Texas Local Government Code authorizes the County and Juvenile Board to donate its surplus property to a charitable organization located in Fort Bend County; and

WHEREAS, pursuant to Section 263.152(a)(4) of the Texas Local Government Code, the County and Juvenile Board have determined that undertaking to sell the Trailer by competitive bid or auction would likely result in no bids or a price that is less than the expenses required for the bid process, the donation of the Trailer will provide the County and Juvenile Board with adequate consideration by relieving the County and Juvenile Board of associated expenses, and the donation of the Trailer to Reigning Strength will serve a public purpose; and

WHEREAS, subject to the terms of this Agreement, Reigning Strength desires to accept this donation from the County and Juvenile Board for use in its program.

NOW, THEREFORE, in consideration of the mutual benefits to be gained by the performance hereof, the parties hereto agree as follows:

1. **Donation of Property.** Subject to the terms and conditions of this Agreement, the County and Juvenile Board agree to give and convey unto Reigning Strength, and Reigning Strength agrees to accept from the County and Juvenile Board, the Trailer which is described as a 2011 WW 2-Horse Straight Load Trailer (V003), serial no. 11WHH1625BW307126.

2. **Delivery.** The Trailer is currently stored at the Fort Bend County Juvenile Probation Department located at 122 Golfview Dr, Richmond, Texas 77469 (the “Juvenile Probation Department”). The Juvenile Probation Department shall be responsible for the delivery of the Trailer from the Juvenile Probation Department to Reigning Strength’s facilities. Within seven (7) business days of the Effective Date of this Agreement, Reigning Strength and the Juvenile Board shall mutually agree upon a date and time for the Juvenile Probation Department to deliver the Trailer to Reigning Strength (the “Transfer Date”).
3. **Reigning Strength’s Representations.**
  - (a) Within thirty (30) days of the Transfer Date, Reigning Strength shall execute and file with the appropriate county and/or state office any documents required to fully transfer ownership of title of the Trailer from the County and Juvenile Board to Reigning Strength including Application for Texas Title and/or Registration Form 130-U and/or Trailer Verification Statement of Fact Form VTR-141.
  - (b) Reigning Strength acknowledges that prior to accepting the donation of the Trailer, Reigning Strength has been given the opportunity to examine and inspect the Trailer, either physically or with the assistance of a third-party professional, to assess its condition. Reigning Strength has completed such examination and inspection to their satisfaction, and the Trailer is being donated based on the findings of that examination and inspection.
  - (c) Upon the Transfer Date, Reigning Strength shall be responsible for insuring, maintaining, and securing the Trailer.
  - (d) **REIGNING STRENGTH ACKNOWLEDGES AND AGREES THAT IT IS TAKING THE TRAILER ON AN “AS IS” “WHERE IS” AND “WITH ALL FAULTS” BASIS AND THERE IS NO WARRANTY BY EITHER COUNTY OR THE JUVENILE BOARD THAT THE TRAILER HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. REIGNING STRENGTH IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE CONDITION OF THE TRAILER, BUT IS RELYING ON REIGNING STRENGTH’S OWN EXAMINATION OF THE TRAILER. REIGNING STRENGTH TAKES THE TRAILER WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE BY COUNTY OR THE JUVENILE BOARD WITH RESPECT TO THE CONDITION OF THE TRAILER. REIGNING STRENGTH DOES HEREBY INDEMNIFY, AND HOLD HARMLESS COUNTY, THE JUVENILE BOARD, AND THEIR RESPECTIVE OFFICIALS, DIRECTORS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, SUITS, CAUSES OF ACTION, OR COSTS (INCLUDING COURT COSTS AND ATTORNEY FEES), WHETHER FOR PERSONAL INJURY, DEATH,**

**PROPERTY DAMAGE, CLAIM IN TORT, OR OTHER CLAIM, ARISING OUT OF OR RELATED TO THE CONDITION OF THE TRAILER AND/OR REIGNING STRENGTH'S USE OF THE TRAILER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TRANSFER DATE OR TERMINATION OF THE AGREEMENT.**

**4. The County and Juvenile Board's Representations.**

- (a) Upon the Transfer Date, County and the Juvenile Board shall issue to Reigning Strength a certified or original copy of the title to the Trailer and any other documents necessary to effect the transfer of title of the Trailer.
- (b) County and the Juvenile Board are the sole and lawful owners of the Trailer and have the full right and authority to donate and transfer title to the Trailer to Reigning Strength.
- (c) County and the Juvenile Board further represent that the Trailer is free and clear of any liens, encumbrances, or claims by other parties.

**5. Notice to Parties.**

Any and all notices, requests, or replies (collectively, the "Notices") required or permitted under this Agreement must be in writing and given by either certified mail, return receipt requested, or personally delivered to the following addresses:

County: Fort Bend County, Texas  
Attn: County Judge  
301 Jackson St.  
Richmond, Texas 77469

Juvenile Board: Fort Bend County Juvenile Board  
Attn: Chair  
301 Jackson St.  
Richmond, Texas 77469

Reigning Strength: Reigning Strength  
Attn: Director  
7126 FM359  
Richmond, TX 77406

- 6. Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement shall be in writing and signed by each party.

7. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
8. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by by any party of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
9. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
10. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
11. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. All counterparts together shall constitute one and the same instrument.
12. **Effective Date.** The effective date of this Agreement shall be the date signed by the last Part hereto (the "Effective Date").

SIGNED AND ENTERED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

FORT BEND COUNTY, TEXAS

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KP George, County Judge


ATTEST:

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Laura Richard, County Clerk

SIGNED AND ENTERED this 2<sup>nd</sup> day of April, 2025.

FORT BEND COUNTY JUVENILE BOARD

By:   
Chair,  
Fort Bend County Juvenile Board

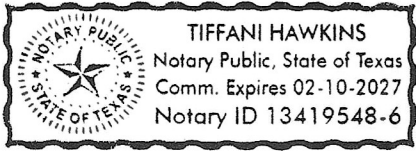
REIGNING STRENGTH THERAPEUTIC HORSEMANSHIP

By: [Signature]  
Name: Heather Hernandez Sedillo  
Title: Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS           §  
   §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on the 2nd day of April, 2025  
by Heather Hernandez Sedillo Executive Director of Reigning Strength Therapeutic  
Horsemanship, a 501(c)(3) charitable organization, on behalf of said charitable organization.



[Signature]  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS