

STATE OF TEXAS           §       **Donation Agreement for**  
                                  §       **Northstar Water Improvements**  
COUNTY OF TARRANT §

This donation agreement ("Agreement") is entered into between Tarrant County, Texas, hereinafter referred to as County, and 170 Northstar Ranch Developer, Inc., hereinafter referred to as Donor, and collectively referred to as the Parties, for the purpose of funding improvements to repair damages resulting from installation of a water line under a County roadway as shown in Attachment A, hereinafter referred to as the Project, which the County finds serves a public purpose and serves the public welfare of the citizens of Tarrant County.

After careful consideration, the Commissioners Court of Tarrant County, Texas, has determined that the donation is suitable to aid road building or maintenance and that the application of same to county roads would improve all weather capabilities of said road, and thereby serve a public benefit.

The Donor and the County make the following findings of fact:

1. The Donor desires to place new utility lines that will serve the Northstar Development under the County roadway system. The County agrees to the placement of these lines with the understanding that Donor will repair the trench installation to County specifications and that Donor will donate the material cost to resurface the affected roadways;
2. The Donor desires to convey to the County the sum of \$260,111.23 as a cash donation for the Project. The Donor will remit the cash donation on or before the date the Donor escrows the funds required to construct the offsite water line and force main depicted in Attachment C attached hereto;
3. The County will deposit the donation into the appropriate Tarrant County account, the proceeds of which will be made available for the Project;
4. The Donor will open trench and install the utility lines in accordance with the City of Fort Worth specifications. Repair of the trenches will be in accordance with the specifications and details as shown in Attachment B hereto made a part of this Agreement. Prior to beginning construction, the Donor shall acquire all City and County permits necessary to construct the utilities. Installation of the utilities and trench repair will be inspected by the City of Fort Worth and Tarrant County and will be constructed to the satisfaction of both agencies. The Donor will also provide advance notification and continued construction updates to the residents along the route and provide all traffic control necessary to construct the Project;
5. The County agrees to use the donation to repave the effected roadways after utility construction is complete. The County will complete the Project within twelve (12) months from the date when all utility installations improvements shown in Attachment A have been completed as determined by the County, unless delayed for reasons beyond the County's control; and
6. The County has the legal authority to accept the donation described in this Agreement pursuant to Texas Local Government Code Section 81.032(a).

**I.**  
**PROJECT DESCRIPTION**

This Project will provide for material cost to resurface the effected roadways shown in Attachment A with an asphalt surface. The existing surface is a seal coat layer which was placed on the underlying asphalt layer in anticipation of future utility construction. Repair of the utility trench will be as shown on the repair detail on Attachment B. Any additional damage to the roadway beyond the limits of the utility trench will be repaired by the Donor to the satisfaction of the County.

**II.**  
**TERM**

This Agreement shall become effective upon the approval of both parties and shall terminate upon the completion of the Project, as determined by the County.

**III.**  
**PARTIES**

This Agreement shall be binding upon and shall inure to the benefit of the parties, i.e., County and Donor and their heirs, successors and assigns. Notwithstanding any provision to the contrary in this Donation Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of donor and County only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

**IV.**  
**ASSIGNMENT**

Neither party may assign, in whole nor in part, any interest it may have in this Agreement without the prior written consent of the other party.

**V.**  
**THIRD PARTY BENEFICIARY EXCLUDED**

No person other than a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign or governmental immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

**VI**  
**ENTIRE AGREEMENT**

This Agreement represents the entire understanding of and between the parties and superseded all prior representations. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

**VII.**  
**VENUE**

This Agreement shall be governed by the laws of the State of Texas and venue for any action under this Agreement shall be in the district courts of Tarrant County, Texas.

**VIII.**  
**TERMINATION AND NOTICE**

The County may terminate this Agreement by providing written notice to the Donor at least thirty (30) days prior to the intended date of termination. In such event, the County shall return to the Donor any donated funds not expended on the Project.

Any notice given under this Agreement shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY (County):  
County Administrator  
Tarrant County  
100 E Weatherford St  
Fort Worth, Texas 76196

170 NORTHSTAR RANCH DEVELOPER, INC. (Donor)  
Mr. Kim Gill  
3045 Lackland Road  
Fort Worth, Texas 76116

**IX.**  
**COMPLIANCE WITH LAWS**

In providing the services required by this Agreement, Donor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Donor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**TARRANT COUNTY, TEXAS**

**170 NORTHSTAR RANCH  
DEVELOPER, INC.**

\_\_\_\_\_  
Tim O'Hare, County Judge

  
\_\_\_\_\_  
Kim Gill

\_\_\_\_\_  
Manny Ramirez, Commissioner, Precinct 4

**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

***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.



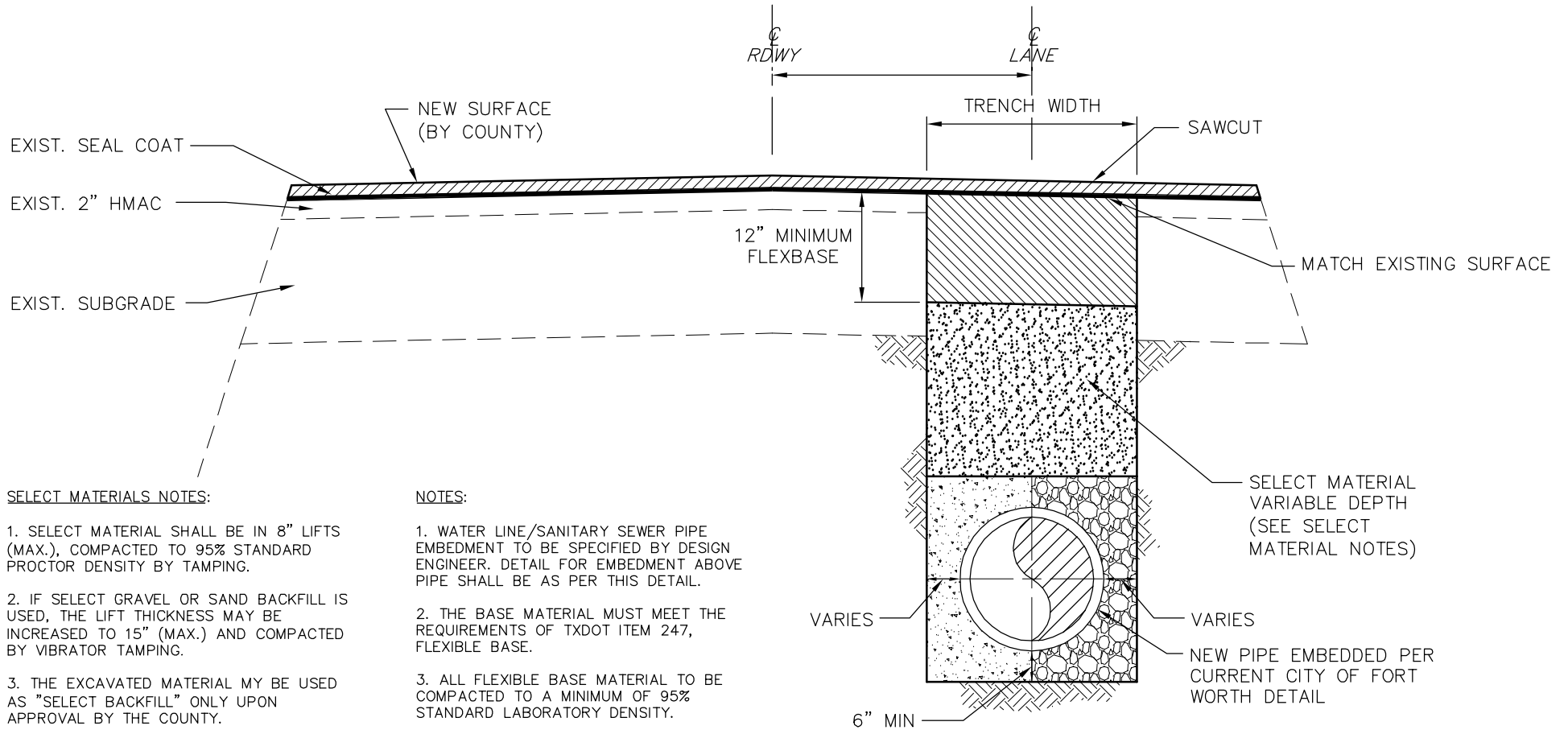
Tarrant County Pct. 4 - 2023  
Bates Aston Rd = 18,400 SY

## Attachment A





## ATTACHMENT "B"



### SELECT MATERIALS NOTES:

1. SELECT MATERIAL SHALL BE IN 8" LIFTS (MAX.), COMPACTED TO 95% STANDARD PROCTOR DENSITY BY TAMPING.
2. IF SELECT GRAVEL OR SAND BACKFILL IS USED, THE LIFT THICKNESS MAY BE INCREASED TO 15" (MAX.) AND COMPACTED BY VIBRATOR TAMPING.
3. THE EXCAVATED MATERIAL MY BE USED AS "SELECT BACKFILL" ONLY UPON APPROVAL BY THE COUNTY.
4. THE COUNTY MAY REQUIRE SOILS COMPACTION TEST, EVERY OTHER LIFT AND EVERY 200LF. THE EXPENSE IS TO BE BORNE BY CONTRACTOR OR UTILITY COMPANY.

### NOTES:

1. WATER LINE/SANITARY SEWER PIPE EMBEDMENT TO BE SPECIFIED BY DESIGN ENGINEER. DETAIL FOR EMBEDMENT ABOVE PIPE SHALL BE AS PER THIS DETAIL.
2. THE BASE MATERIAL MUST MEET THE REQUIREMENTS OF TXDOT ITEM 247, FLEXIBLE BASE.
3. ALL FLEXIBLE BASE MATERIAL TO BE COMPACTED TO A MINIMUM OF 95% STANDARD LABORATORY DENSITY.
4. ACCESS TO ALL STREETS AND DRIVEWAYS MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND/OR REPAIRS.

## TYPICAL TRENCH SECTION AND PAVEMENT REPAIR FOR NORTHSTAR M.U.D.

### TARRANT COUNTY DEPARTMENT OF TRANSPORTATION SERVICES

100 E. Weatherford, Suite 401  
Fort Worth, Texas 76196-0601

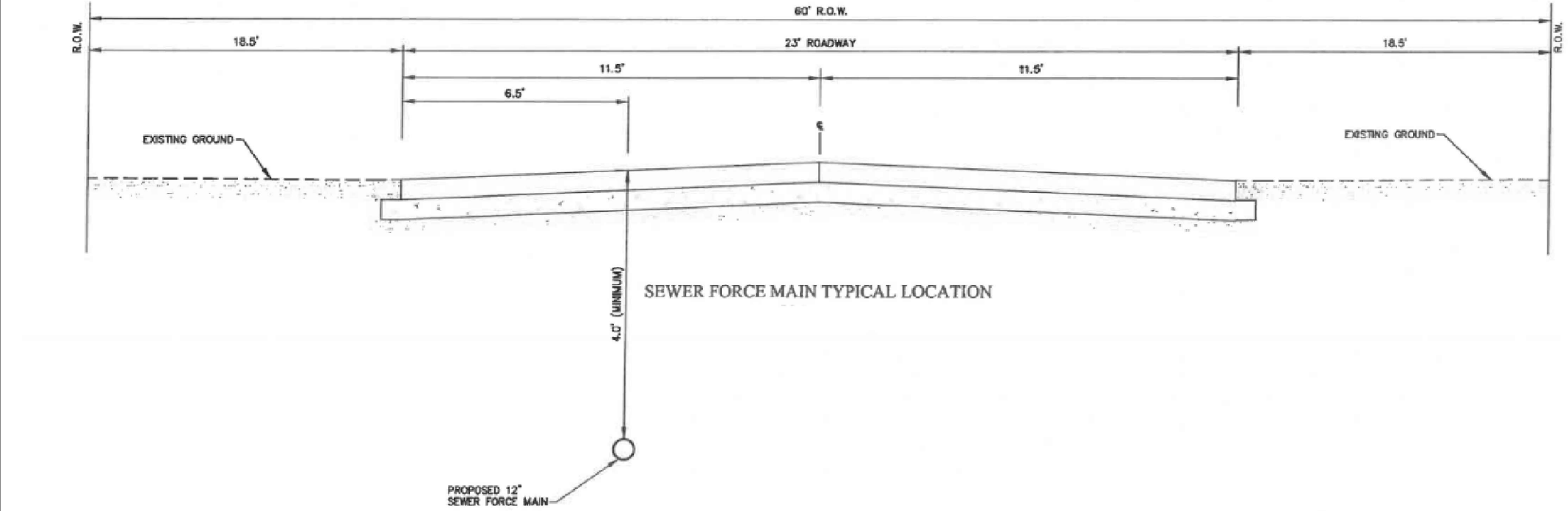
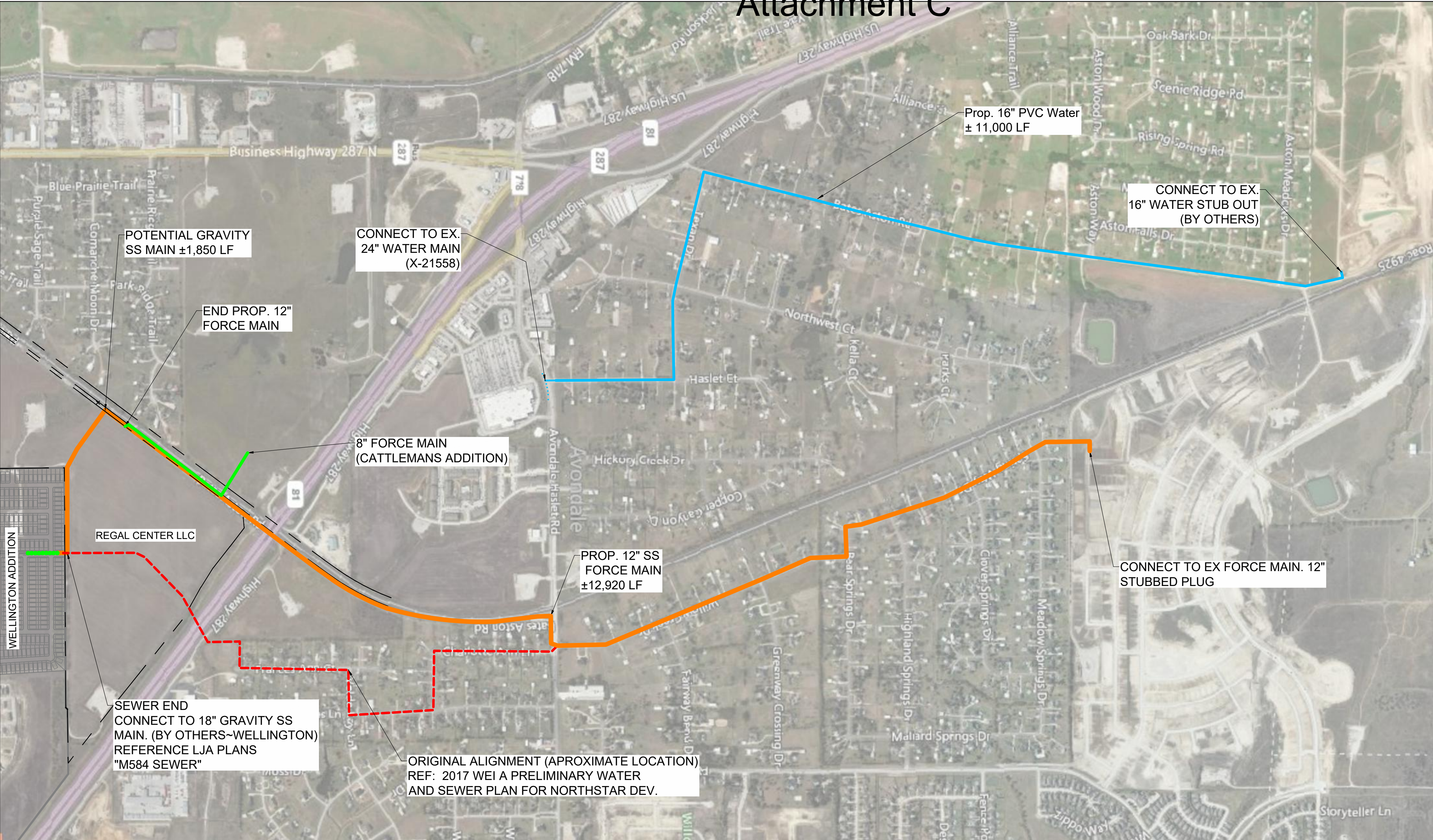


Phone (817) 884-1250  
Fax (817) 884-1178

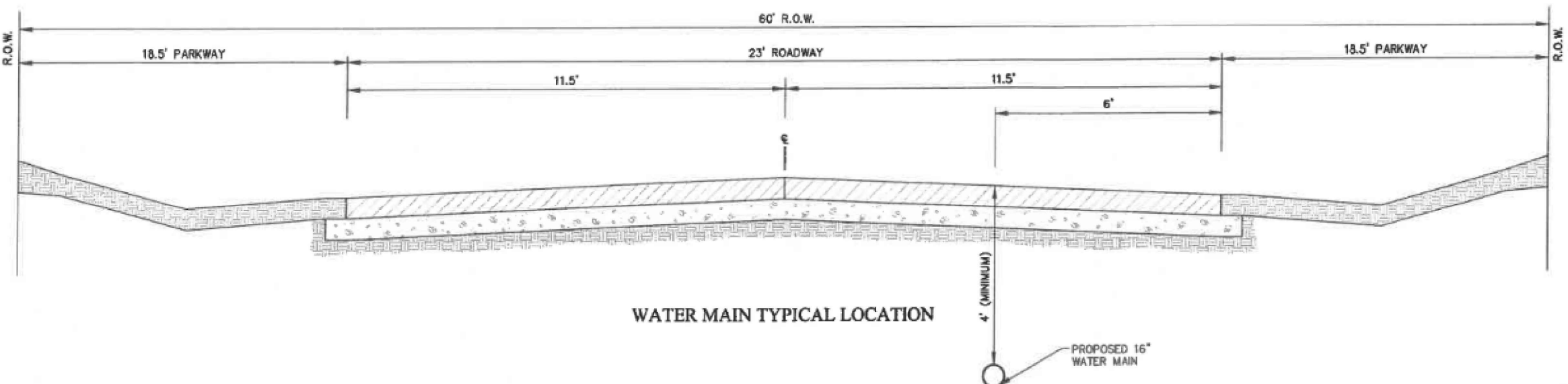


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Attachment C



**TYPICAL SS FORCE MAIN  
LOCATION (N.T.S)**  
(FROM, AVONDALE-HASLET RD TO NORTHSTAR)



**TYPICAL WATER MAIN LOCATION  
(N.T.S)**

REVISIONS

No.	DESCRIPTION	DATE
1		
2		
3		

HORIZONTAL SCALE

NOTES

1. ALIGNMENT IS PRELIMINARY IN NATURE, AND SCHEDULED TO CHANGE BASED ON REVIEW AND APPROVAL BY GOVERNING ENTITIES AND OFFSITE PROPERTY OWNERS.

2. LINEAR FEET OF PROPOSED SS AND WATER MAINS IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE.

3. LOCATION OF S.S. FORCE MAIN ALIGNMENT SOUTH OF HWY 287 IS APPROXIMATE;REFER TO LJA ENGINEERING EXHIBIT "UTILITY MAIN ROUTING; NORTHSTAR AND REGAL CENTER"

4. AERIAL MAPS SHOWN WERE FOUND FROM 2021 MICROSOFT CORPORATION "BING MAPS" & MAPIT.FORTWORTHTEXAS.GOV

PRELIMINARY

FOR INTERIM REVIEW ONLY  
These documents are for Design Review and not intended for Construction, Bidding, or Permit Purposes. They were prepared by, or under the supervision of:  
Jeffrey Owings  
P.E. # 141945  
Date: 7/25/2022

CITY OF FORT WORTH, TEXAS

NORTHSTAR OFFSITE UTILITIES  
WATER AND SANITARY SEWER LAYOUT

PRELIMINARY GRAPHICAL  
REPRESENTATION OF THE GENERAL  
ALIGNMENT OF SS & WTR MAINS

DESIGNED:  
DRAWN: JDO

SCALE:  
1"=650'

DATE:  
7/25/2022

SHEET  
1 OF 1