

STATE OF TEXAS § Donation Agreement for
§ Northstar Water and Sewer 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 and force sewer line to various County roadways as shown on Attachment A, a project 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 Northstar will repair the trench installation to County specifications and that Northstar will donate the material cost to resurface the affected roadways;
2. The Donor desires to convey to the County the sum of \$130,432.77 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 Chapter 81, Subchapter A, Sec. 81.032.

I.
PROJECT DESCRIPTION

This Project will provide for material cost to resurface the effected roadways shown in Attachment A with a like surface. The existing surface is mostly micro-surface with the exception of Texan and Haslet Court which is a double seal coat (For purposes of this agreement, Texan Court and Haslet Court will be considered similar in construction and cost as a micro-surface). 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

TARRANT COUNTY, TEXAS

**170 NORTHSTAR RANCH
DEVELOPER, INC.**

Tim O'Hare, County Judge



Kim Gill

Gary Fickes, Commissioner, Precinct 3

APPROVED on this day the ____ day of _____, 2023, 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.

Attachment A

Tarrant County Pct. 3 - 2023
Willow Creek Dr. = 9,061 SY
Bear Spring Dr. = 1,084 SY
Spring Way Dr. = 7,197 SY
Texan Dr. = 6,281 SY
Haslet Ct. = 3,494 SY
Total = 27,117 SY



EXIST. MICRO/
SEAL COAT

EXIST. 2" HMAL

EXIST. 8" CEMENT
STAB. FLEXBASE

EXIST. 6" LIME
TREATED SUBGRADE

NEW SURFACE
(BY COUNTY)

12" TYP TRENCH WIDTH 12" TYP

6" (MIN) TYPE "B" HMAL PLACED IN 2 TACKED LIFTS

2" TYPE "B" HMAL TO MATCH EXISTING SURFACE

SAWCUT

TACK

SELECT MATERIAL VARIABLE DEPTH (SEE SELECT MATERIAL NOTES)

VARIES

VARIES

NEW PIPE EMBEDDED PER CURRENT CITY OF FORT WORTH DETAIL

6" MIN

RDWY

LANE

NOTES:

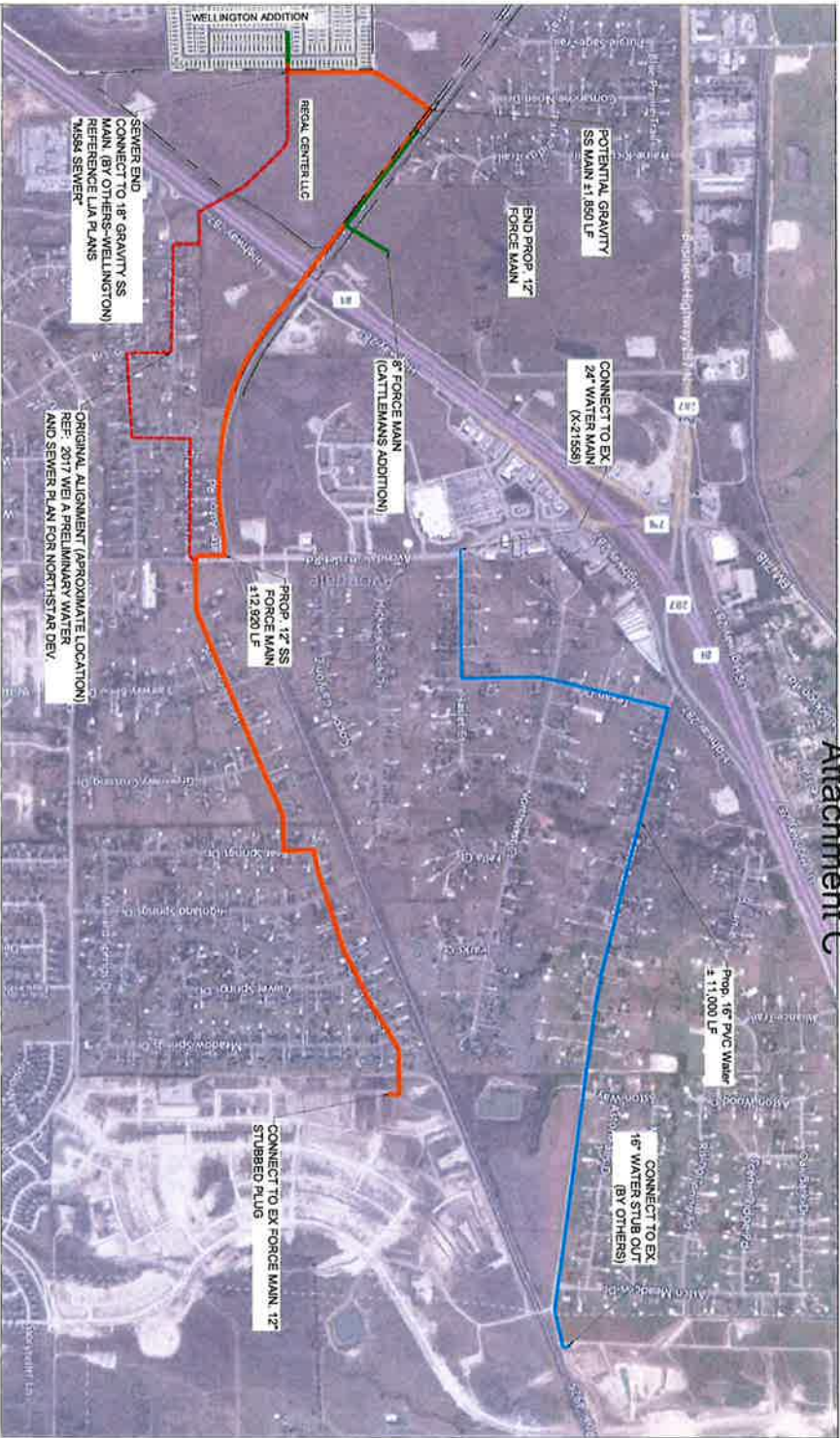
1. SELECT MATERIAL SHALL BE IN 8" LIFTS (MAX.), COMPACTED TO 95% STANDARD PROCTOR DENSITY BY TAMPING.
2. IF SELECT GRAVEL OR SAND BACKFILL IS USED, THE LIFT THICKNESS MAY BE INCREASED TO 15" (MAX.) AND COMPACTED BY VIBRATOR TAMPING.
3. THE EXCAVATED MATERIAL MAY BE USED AS "SELECT BACKFILL" ONLY UPON APPROVAL BY THE COUNTY.

SELECT MATERIAL 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. ALL ASPHALT TO BE COMPACTED TO A MINIMUM OF 95% STANDARD LABORATORY DENSITY.
3. ACCESS TO ALL STREETS AND DRIVEWAYS MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND/OR REPAIRS.

**TARRANT COUNTY DEPARTMENT
OF TRANSPORTATION SERVICES**

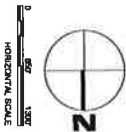
Attachment C



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

TYPICAL WATER LOCATION
 (N.T.S.)

REVISIONS	
NO.	DATE
1	
2	
3	
4	



NOTES

1. ALIGNMENT IS PRELIMINARY IN NATURE, AND IS SUBJECT TO CHANGE BASED ON REVIEW AND APPROVAL, BY GOVERNING ENTITIES AND OFFICE PROPERTY OWNERS.
2. AN AREA OF PROPOSED SS AND WATER MAINS IS PRELIMINARY IN NATURE.
3. LOCATION OF 12\"/>
4. 12\"/>

PRELIMINARY
 FOR REVIEW ONLY
 NOT TO BE USED FOR CONSTRUCTION
 WITHOUT THE APPROVAL OF
 THE CITY OF FORT WORTH
 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

DESIGNER:	SCALE:	DATE:	SHEET
SHAW, COB	1"=850'	7/25/2022	1 OF 1