

THE STATE OF TEXAS

COUNTY OF COLLIN

**Subject: Agreement, Right-of-Way Participation, Texas Department of Transportation (TxDOT) – Engineering**

On **April 18, 2011** the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating to wit:

**Keith Self  
Matt Shaheen  
Cheryl Williams  
Joe Jaynes  
Duncan Webb**

**County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4**

During such session the court considered a request for approval of an Agreement to Contribute Funds – Local Government with the Texas Department of Transportation (TxDOT).

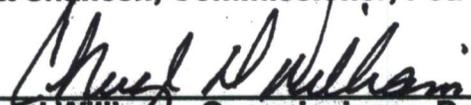
Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Agreement to Contribute Funds – Local Government with the Texas Department of Transportation (TxDOT) for 10% Right-of-Way (ROW) participation on SH 78 from SH 205 to Business SH 78 (Bond Project No. 07-00-10), budget amendment in the amount of \$130,000 and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.



Keith Self, County Judge



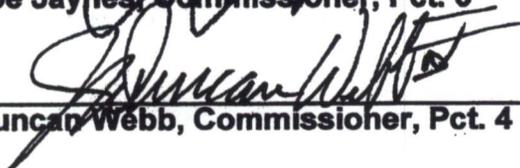
Matt Shaheen, Commissioner, Pct. 1



Cheryl Williams, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Duncan Webb, Commissioner, Pct. 4



ATTEST:



Stacey Kemp, Ex-Officio Clerk  
Commissioners Court  
Collin County, T E X A S



# Texas Department of Transportation

P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

February 10, 2011

**Ruben Delgado**  
Director of Engineering  
Jack Hatchell Collin Co. Administration Bldg.  
2300 Bloomdale, #4192  
McKinney, TX 75071

RE: Collin County  
ROW CSJ 0281-02-066  
SH 78: From: SH 205  
To: Business 78

0281-01-031  
From: Business 78  
To: FM 6

Dear Mr. Jones:

Enclosed for the County's execution are four copies each of the "Agreement for Right of Way Procurement" for the above projects. The North Region Right of Way requests that you return four executed original copies together with the required payment. Our District Engineer will then sign the Agreements and we will forward to Austin for final signature and release to acquire. One fully executed original will be returned to you.

Should further information or assistance be required, please contact Travis Henderson at 214-320-6263.

Sincerely,

Cecil Saldaña.  
North Region Supervisor

th  
Enclosures  
cc: File

THE TEXAS PLAN

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PRESERVE THE VALUE OF TRANSPORTATION ASSETS

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## AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Collin  
District: Dallas

Federal Project No:  
Highway: SH 78

ROW CSJ No: 0281-02-066

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Collin County, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the        day of        ,        , hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

**WHEREAS**, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. SH 78 with the following project limits:  
From: SH 205

To: Business 78; and

**WHEREAS**, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way and adjustment of utilities for said highway project; and

**WHEREAS**, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43 TAC, §15.55 for the cost of acquiring said right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **Local Government**, a warrant or check in the amount of one hundred thirty thousand Dollars (\$ 130,000 ), which represents ten percent (10%) of one million three hundred thousand Dollars (\$ 1,300,000), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal or adjustment of eligible utilities.

Whenever funds are paid by the **Local Government** to the **State** under this agreement, the **Local Government** shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the **State** in an escrow account to be managed by the **State**. Funds in the escrow account may only be applied to this highway project. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than ten percent (10%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**, or upon written request of the **Local Government**, the excess amount may be applied to other **State** highway projects in which the **Local Government** is participating.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility

requirements, is more restrictive than **State** or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the **State**, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**THE LOCAL GOVERNMENT**  
By:   
Title: County Judge  
Date: 4/19/11

**EXECUTION RECOMMENDED:**  
\_\_\_\_\_  
District Engineer, District

**THE STATE OF TEXAS**  
Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.  
By: \_\_\_\_\_  
John P. Campbell, P.E.  
Right of Way Division Director  
Date: \_\_\_\_\_