



4777 US HIGHWAY 80 EAST, MESQUITE, TX 75150-6643 | 214.320.6100 | WWW.TXDOT.GOV

January 8, 2018

Mr. Clarence Daugherty  
Collin County Engineering Department  
4690 Community Ave., Suite 200  
McKinney, TX 75071

RE: Request for Final ROW Funds  
Project: FM 455  
ROW CSJ 0816 04 046

Dear Mr. Daugherty,

On September 29, 2010, Collin County executed an Agreement to Contribute Funds for the acquisition of right of way along FM 455 from US 75 to SH 5. In accordance with the terms of the agreement, the County is responsible for ten percent (10%) of eligible right of way costs for this project.

Please remit a check payable to "Texas Department of Transportation Trust Fund" in the amount of \$95,869.10 within thirty (30) days from receipt of this letter. A final statement of cost is being included for completion of all right of way acquisition and utility adjustments.

If you have any questions, please contact Lezlie Kirby at 214-320-6551.

Sincerely,

DocuSigned by:

*Ceason Clemens*

336E03D863BB4B9...

Ceason Clemens, P.E.

Director of Planning and Development

Attachments

cc: Right of Way Division

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer



Form ROW-RM-129

Replaces Form ROW-RM-129 and ROW-RM-130

(Rev. 6/2006)

GSD-EPC

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## AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Collin  
District: Dallas

Federal Project No:  
Highway: FM 455

ROW CSJ No: 0816-04-046

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, Texas, 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. FM 455 with the following project limits:  
From: US 75

To: SH 5; 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 Two Hundred Fifty Thousand Dollars (\$ 250,000 ), which represents ten percent (10%) of two million five hundred thousand Dollars (\$ 2,500,000), 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



Form ROW-RM-129  
(Rev. 6/2006)  
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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.

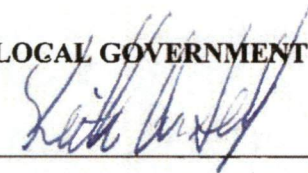
The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives 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: \_\_\_\_\_

Date: \_\_\_\_\_



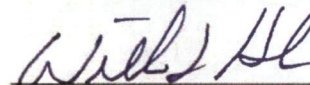
County Judge

9/29/10

**EXECUTION RECOMMENDED:**

District Engineer, \_\_\_\_\_

District \_\_\_\_\_

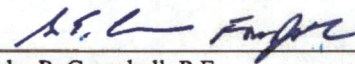
**THE STATE OF TEXAS**

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: \_\_\_\_\_

11-22-10



**FM 455 - ROW CSJ 0816 04 046**

<b>District</b>	<b>ROW CSJ</b>	<b>Parcel</b>	<b>Pymt Exp</b>	<b>Amount</b>
DAL	0816-04-046	1	Land Acquisition	\$213,935.00
DAL	0816-04-046	1	Land Acquisition	\$236,065.00
DAL	0816-04-046	2	Land Acquisition	\$737,290.00
DAL	0816-04-046	3	Land Acquisition	\$5,287.00
DAL	0816-04-046	4	Land Acquisition	\$5,000.00
DAL	0816-04-046	6	Land Acquisition	\$7,444.00
DAL	0816-04-046	7	Land Acquisition	\$14,839.00
DAL	0816-04-046	9	Land Acquisition	\$51,445.00
DAL	0816-04-046	10	Land Acquisition	\$10,094.00
DAL	0816-04-046	11	Land Acquisition	\$12,688.00
DAL	0816-04-046	12	Land Acquisition	\$108,584.00
DAL	0816-04-046	13	Land Acquisition	\$2,527.00
DAL	0816-04-046	14	Land Acquisition	\$2,533.00
DAL	0816-04-046	15	Land Acquisition	\$78,177.00
DAL	0816-04-046	17	Land Acquisition	\$9,059.00
DAL	0816-04-046	18	Land Acquisition	\$307,960.50
DAL	0816-04-046	19	Land Acquisition	\$59,440.00
DAL	0816-04-046	20	Land Acquisition	\$46,429.00
DAL	0816-04-046	21	Land Acquisition	\$1,000.00
DAL	0816-04-046	22	Land Acquisition	\$5,603.00
DAL	0816-04-046	23	Land Acquisition	\$87,834.00
DAL	0816-04-046	25	Land Acquisition	\$119,777.50
DAL	0816-04-046	26	Land Acquisition	\$88,655.00
DAL	0816-04-046	27	Land Acquisition	\$5,722.00
DAL	0816-04-046	28	Land Acquisition	\$191,802.00
DAL	0816-04-046	29	Land Acquisition	\$23,455.00
DAL	0816-04-046	30	Land Acquisition	\$33,270.00
DAL	0816-04-046	32	Land Acquisition	\$45,078.00
DAL	0816-04-046	33	Land Acquisition	\$31,020.00
DAL	0816-04-046	34	Land Acquisition	\$24,315.00
DAL	0816-04-046	35	Land Acquisition	\$5,528.00
DAL	0816-04-046	37	Land Acquisition	\$5,805.00
DAL	0816-04-046	38	Land Acquisition	\$22,354.00
DAL	0816-04-046	39	Land Acquisition	\$16,489.00
DAL	0816-04-046	40	Land Acquisition	\$5,000.00
DAL	0816-04-046	40	Land Acquisition	\$197,647.00
DAL	0816-04-046	41	Land Acquisition	\$22,750.00
DAL	0816-04-046	42	Land Acquisition	\$56,852.00
DAL	0816-04-046	43	Land Acquisition	\$36,266.50
DAL	0816-04-046	44	Land Acquisition	\$53,361.00
DAL	0816-04-046	16A	Land Acquisition	\$211,241.00
DAL	0816-04-046	16B	Land Acquisition	\$88,708.00
DAL	0816-04-046	31A	Land Acquisition	\$51,841.00
DAL	0816-04-046	31B	Land Acquisition	\$48,567.00
DAL	0816-04-046	5A	Land Acquisition	\$24,435.00
DAL	0816-04-046	5B	Land Acquisition	\$51,669.00
DAL	0816-04-046	5C	Land Acquisition	\$14,287.00
DAL	0816-04-046	5D	Land Acquisition	\$19,331.00
<b>Total Acquisition</b>				<b>\$3,498,459.50</b>
DAL	0816-04-046	U13641	Utilities	\$422,673.01
DAL	0816-04-046	U14042	Utilities	\$72,101.80
<b>Total Utilities</b>				<b>\$494,774.81</b>
<b>Total Acquisition &amp; Utilities at Closeout 08/26/2014</b>				<b>\$3,993,234.31</b>
<b>Collin County's 10% Participation</b>				<b>\$399,323.43</b>
<b>Collin County's Contribution</b>				<b>\$399,323.43</b>
<b>Collin County's Balance at Closeout 08/26/2014</b>				<b>\$0.00</b>
<b>Additional Utility Adjustments After Project was Reopened 09/09/2014</b>				
DAL	0816-04-046	U13641	Utilities	\$386,942.11
DAL	0816-04-046	U13906	Utilities	\$200,934.43
DAL	0816-04-046	U13906	Utilities	\$22,326.05
DAL	0816-04-046	U14042	Utilities	\$6,827.62
DAL	0816-04-046	U14225	Utilities	\$341,660.78
<b>Total Utilities</b>				<b>\$958,690.99</b>
<b>Collin County's 10% Participation</b>				<b>\$95,869.10</b>
<b>Collin County's Contribution</b>				<b>\$0.00</b>
<b>Collin County's Receivable Due</b>				<b>\$95,869.10</b>