

**AGREEMENT FOR REIMBURSEMENT  
OF ROADWAY EXPENSES**

This Agreement for Reimbursement of Roadway Expenses (the "Agreement") is entered into by and between Collin County (the "County"), a County of the state of Texas, and Kevin Fording ("Owner"), an owner of real property in the County as of the last date set forth below. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Owner is the owner of certain real property located at 11001 State Hwy 205, Lavon, Collin County, Texas 75166 (the "Property").

WHEREAS, the Texas Department of Transportation ("TXDOT") is planning to widen SH 205 in the vicinity of the Property (the "Project").

WHEREAS, Owner has requested that TXDOT construct a median cut to allow access from SH 205 onto the Property (the "Median Cut") as part of the Project.

WHEREAS, TXDOT is willing to include the Median Cut in the Project at Owner's expense.

WHEREAS, TXDOT will not enter an agreement with Owner for the construction of the Median Cut but will enter into such an agreement with the County.

WHEREAS, the County is willing to assist Owner in obtaining the Median Cut from TXDOT.

The Parties intend the full terms of the understanding between them to be set forth herein. Based upon the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

The County agrees to include the median cut as part of the specifications for the Project in any agreement between TXDOT and the County related thereto.

Owner agrees to reimburse the County for the increased cost of the Project due to the Median Cut in the amount of \$87,691.10. Such amount will be paid by check payable to Collin County, Texas, within twenty (20) days of the date of this Agreement.

Each of the Parties is acting independently; neither is an agent, servant or employee of the other; the parties are not engaged in a joint enterprise.

This Agreement shall terminate upon completion of construction of the Project.

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below (or at such other address as may be provided in writing to the party giving notice). Such notice, demand, or request shall be deemed to have been given when received.

Collin County  
Attention: Clarence Daugherty  
4690 Community Ave. Ste 200  
McKinney, Texas 75071  
972-548-3728

Owner

Kevin Fording

LAVON TIRE SERVICE, INC.

11001 Hwy. 205

LAVON TEXAS 75166.

972-896-5277

214-460-7161

It is understood and agreed between the Parties that each party hereto shall be responsible for its own acts of negligence, to the extent allowable by law. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them including governmental immunity. Neither Party shall be responsible to the other for any negligent act or omission. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party hereto; nor shall any provision hereof be deemed a waiver of any defense available by law or of any immunity to which the Party is entitled.

There are no intended third-party beneficiaries of this Agreement

This Agreement shall be governed by the laws of the state of Texas without regard to any conflict of law provisions. This agreement is performable exclusively in Collin County, Texas and exclusive venue shall be in a court of competent jurisdiction in Collin County Texas.

No modification, amendment, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing, duly authorized and executed by the Parties hereto. Any alteration, addition or deletion to the term of this Agreement that are required by change in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provision herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provision shall continue and be given effect as if the illegal or invalid provision had never been incorporated.

This Agreement including all attachments, constitutes the entire Agreement between the Parties hereto and supersedes any other prior or contemporaneous Agreement concerning the subject matter of this transaction, whether oral or written.

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto as well as the Parties themselves.

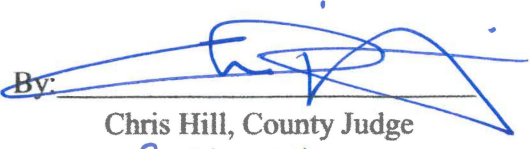
No assignment of this Agreement, or of any duty or obligation of performance hereunder, shall be made in whole or in part by either Party without the prior written consent of the other Party.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

This Agreement is expressly made subject to the County's governmental immunity, including but not limited to the Texas Civil Practice and Remedies code and all applicable state and federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of the County's immunity from suit or from liability.

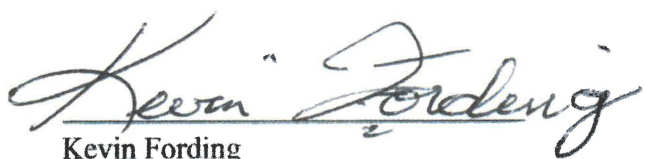
The County shall not be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of, for or through strike, stoppage of labor, riot, fire, flood, storm, invasion, insurrection, accident, order of court, judge or civil authority, government regulation, an act of God, or any cause reasonably beyond the County's control and not attributable to its neglect. In the event of such an occurrence, the County shall be relieved of any further obligations hereunder.

COLLIN COUNTY

By: 

Chris Hill, County Judge

Date: 2-26-24



Kevin Fording

Date: 1-12-24