

County Fort Bend  
District Houston  
ROW CSJ # 0027-08-175  
CCSJ # 0027-08-173  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

STATE OF TEXAS       §

COUNTY OF TRAVIS     §

**AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "State"), and Fort Bend \_\_\_\_\_, Texas, acting through its duly authorized officials (the "Local Government").

**WITNESSETH**

**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. US90A \_\_\_\_\_ from SH6 to SH99, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

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

**WHEREAS**, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

County Fort Bend  
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ROW CSJ # 0027-08-175  
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## AGREEMENT

### 1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
  1. site conditions change;
  2. work requested by the Local Government is ineligible for federal participation; or
  3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

County Fort Bend  
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CCSJ # 0027-08-173  
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Federal Highway Administration  
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Not Research and Development

Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. 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.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's 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 those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

#### **4. Real Property in Lieu of Monetary Payment**

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

County Fort Bend  
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 CCSJ # 0027-08-173  
 Federal Project #: \_\_\_\_\_  
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 Not Research and Development

- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

**5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

**6. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

<b>Local Government:</b>	<b>State:</b>
<u>Fort Bend County – Judge</u>	Director of Right of Way Division
<u>401 Jackson Street, Richmond, TX 77469</u>	Texas Department of Transportation
<u>Fort Bend County Engineering</u>	125 E. 11 <sup>th</sup> Street
<u>301 Jackson St., STE 401</u>	Austin, Texas 78701
<u>Richmond, TX 77469</u>	

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**7. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**8. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**9. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**10. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**11. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**12. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**13. Inspection of Books and Records**

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such

County Fort Bend  
District Houston  
ROW CSJ # 0027-08-175  
CCSJ # 0027-08-173  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

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.

**14. State Auditor**

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.

**15. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**16. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**17. Applicability of Federal Provisions**

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

**18. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**19. Disadvantaged Business Enterprise (DBE) Program Requirements**

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

County Fort Bend  
District Houston  
ROW CSJ # 0027-08-175  
CCSJ # 0027-08-173  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for

County Fort Bend  
District Houston  
ROW CSJ # 0027-08-175  
CCSJ # 0027-08-173  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## 21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.



County Fort Bend  
District Houston  
ROW CSJ # 0027-08-175  
CCSJ # 0027-08-173  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

## 22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## 23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

County Fort Bend  
District Houston  
ROW CSJ # 0027-08-175  
CCSJ # 0027-08-173  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**24. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Gus E. Cannon, CTCM  
Interim Director, Right of Way Division  
Texas Department of Transportation

\_\_\_\_\_  
Date

County Fort Bend  
District Houston  
ROW CSJ # 0027-08-175  
CCSJ # 0027-08-173  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

County Fort Bend  
District Houston  
ROW CSJ # 0027-08-175  
CCSJ # 0027-08-173  
Federal Project #: \_\_\_\_\_  
Federal Highway Administration  
CFDA # 20.205  
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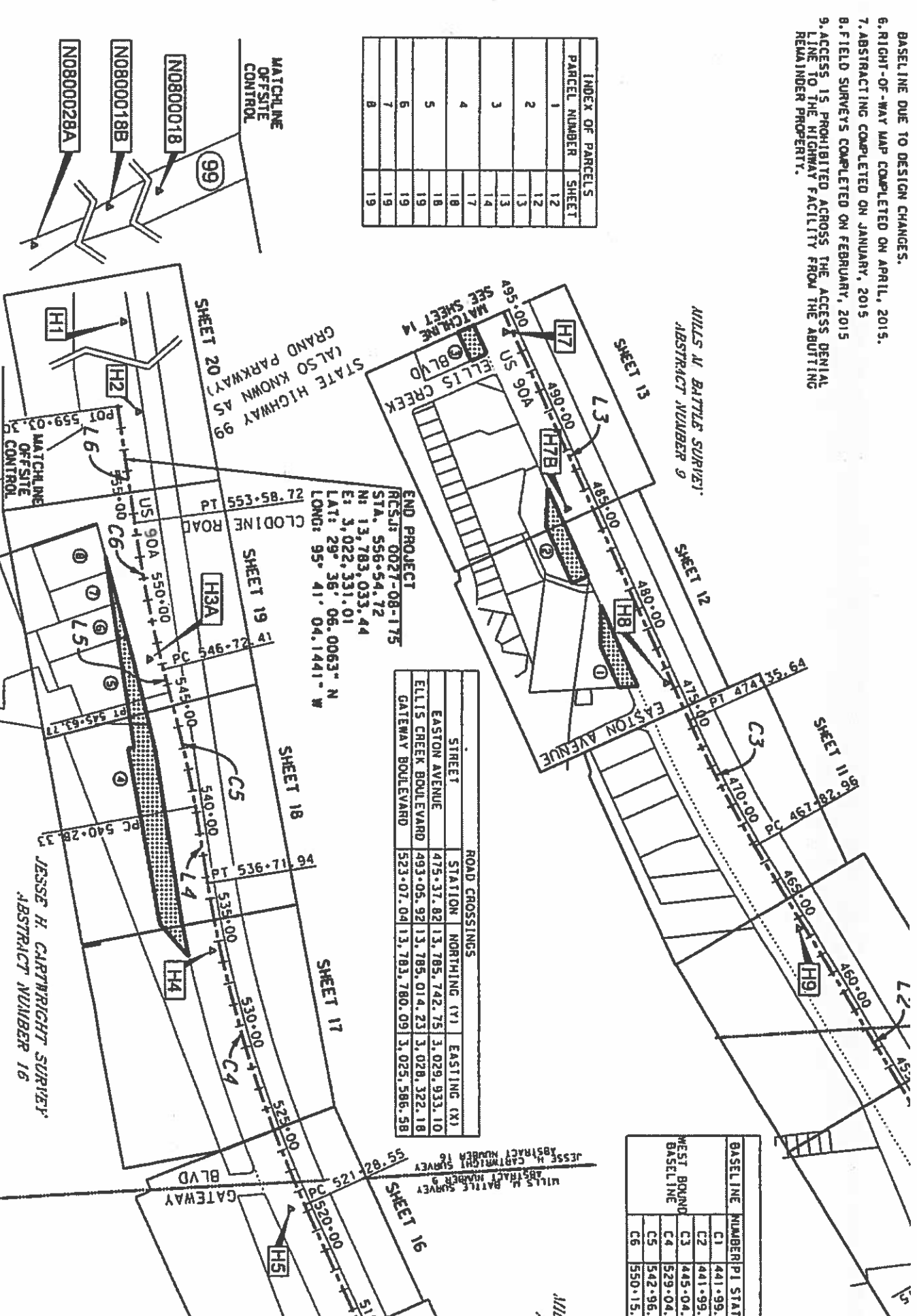
**ATTACHMENT B  
LOCATION MAP SHOWING PROJECT**

- BASELINE DUE TO DESIGN CHANGES.
- 6. RIGHT-OF-WAY MAP COMPLETED ON APRIL, 2015.
  - 7. ABSTRACTING COMPLETED ON JANUARY, 2015
  - 8. FIELD SURVEYS COMPLETED ON FEBRUARY, 2015
  - 9. ACCESS IS PROHIBITED ACROSS THE ACCESS DENIAL LINE TO THE HIGHWAY FACILITY FROM THE ABUTTING REMAINDER PROPERTY.

INDEX OF PARCELS	PARCEL NUMBER	SHEET
1	12	12
2	13	12
3	13	13
4	17	17
5	18	18
6	19	19
7	19	19
8	19	19

CONTROL POINT TABLE 2			
H5	13, 783, 776.44	3, 025, 711.00	5/8 inch iron rod with TXDOT aluminum disk found
H5B	13, 784, 133.52	3, 026, 489.31	5/8 inch iron rod with TXDOT aluminum disk set
H6	13, 784, 478.06	3, 027, 213.64	5/8 inch iron rod with TXDOT aluminum disk found
H7	13, 784, 942.56	3, 028, 236.83	5/8 inch iron rod with TXDOT aluminum disk found
H7B	13, 785, 226.86	3, 029, 051.04	5/8 inch iron rod with TXDOT aluminum disk set
H8	13, 785, 679.72	3, 029, 852.24	5/8 inch iron rod with TXDOT aluminum disk found
H9	13, 786, 284.39	3, 030, 983.42	5/8 inch iron rod with TXDOT aluminum disk found
H10	13, 786, 937.02	3, 032, 129.93	5/8 inch iron rod with TXDOT aluminum disk found

CONTROL POINT TABLE 3			
H11A	13, 787, 492.83	3, 033, 307.18	5/8 inch iron rod with TXDOT dial
N0800018	13, 781, 883.61	3, 022, 788.17	5/8 inch iron rod with TXDOT dial
N0800018B	13, 780, 942.31	3, 023, 242.50	5/8 inch iron rod with TXDOT dial
N0800028A	13, 779, 887.95	3, 023, 790.27	5/8 inch iron rod with TXDOT dial
N0800038A	13, 786, 755.97	3, 033, 952.65	5/8 inch iron rod with TXDOT dial
N0800038B	13, 786, 143.97	3, 034, 984.22	5/8 inch iron rod with TXDOT dial
N0800048A	13, 785, 489.84	3, 036, 075.89	5/8 inch iron rod with TXDOT dial



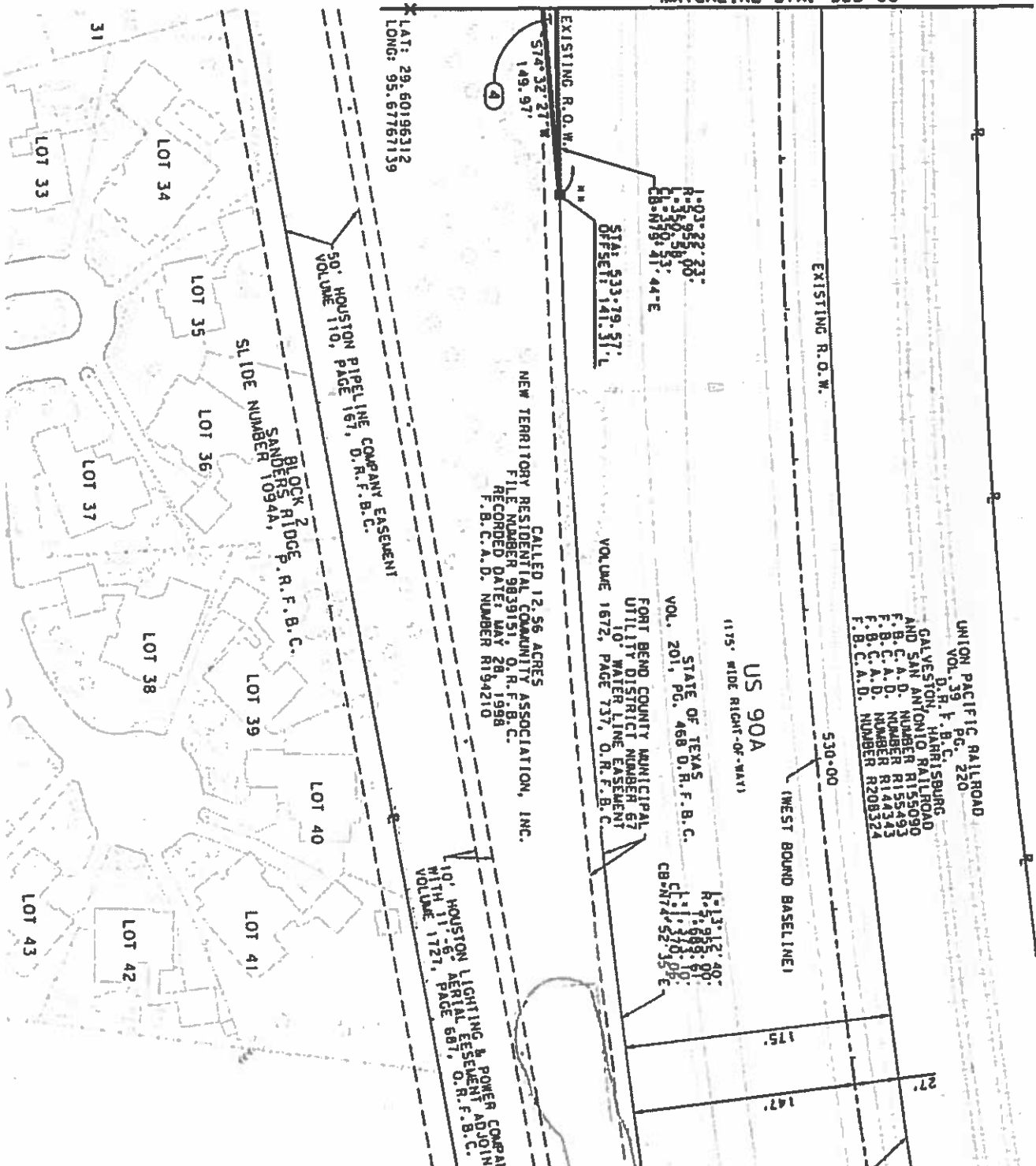
STREET	STATION	NORTHING (Y)	EASTING (X)
EASTON AVENUE	475+37.82	13, 785, 742.75	3, 029, 933.10
ELLIS CREEK BOULEVARD	493+05.92	13, 785, 014.23	3, 028, 322.18
GATEWAY BOULEVARD	523+07.04	13, 783, 780.09	3, 025, 586.58

BASELINE NUMBER	PI	STAT
C1	441	99
C2	441	99
C3	445	04
C4	529	04
C5	542	96
C6	550	15

END PROJECT  
 RCS: J 0027-08-175  
 STA. 556+54.72  
 N: 13, 783, 033.44  
 E: 3, 022, 331.01  
 LAT: 29° 36' 06.0063" N  
 LONG: 95° 41' 04.1441" W

- 5. PROPOSED RIGHT-OF-WAY BASELINE MAY CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
- 6. RIGHT-OF-WAY MAP COMPLETED ON APRIL, 2015.
- 7. ABSTRACTING COMPLETED ON JANUARY, 2015.
- 8. FIELD SURVEYS COMPLETED ON FEBRUARY, 2015.
- 9. ACCESS WILL BE PERMITTED TO THE REMAINDER PROPERTY ABUTTING THE HIGHWAY FACILITY.

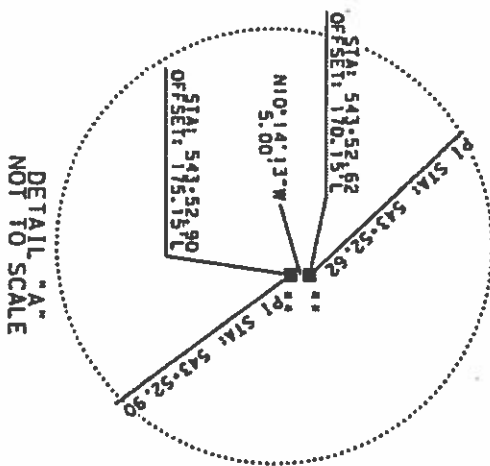
MATCHLINE STA. 535+00



MILLS M. BATTLE SURVEY, ABSTRACT NO. 9

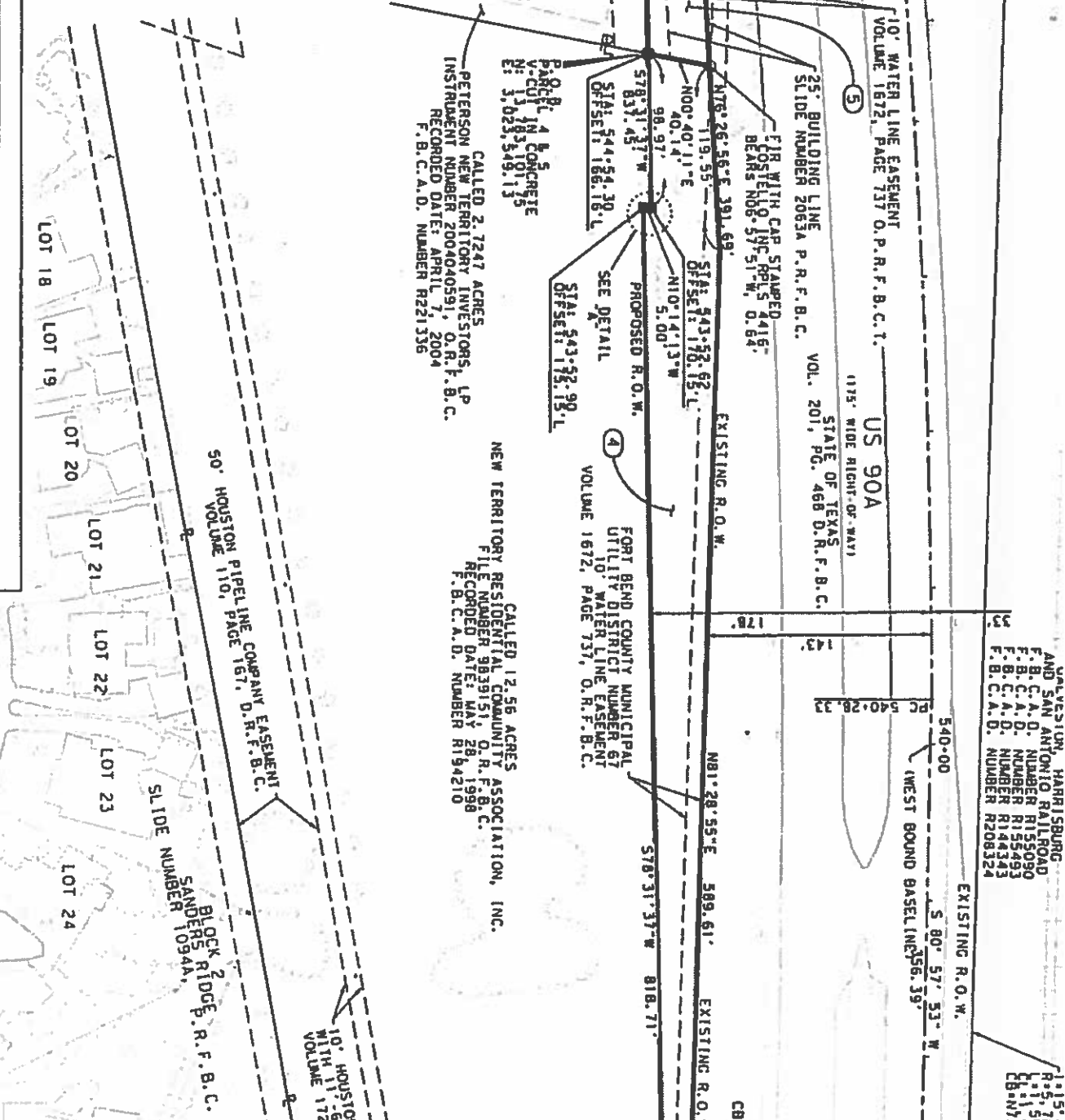
PARCEL NO.	EXISTING ACRES	LOT OR RESERVE	BLOCK	OWNER	TYPE OF CONV.	FILM CODE	CONVEYANCE FILE NUMBER	TAKING ACRES	REMAINDER ACRES
4	12.56	CALLED		NEW TERRITORY RESIDENTIAL COMMUNITY ASSOCIATION, INC.	CONV.			0.6553 11.9047	LEFT RIGHT

- REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
- 5. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT CONSTRUCTION MATCH PROPOSED BASELINE DUE TO DESIGN CHANGES.
- 6. RIGHT-OF-WAY MAP COMPLETED ON APRIL, 2015.
- 7. ABSTRACTING COMPLETED ON JANUARY, 2015.
- 8. FIELD SURVEYS COMPLETED ON FEBRUARY, 2015.
- 9. ACCESS WILL BE PERMITTED TO THE REMAINDER PROPERTY ABUTTING THE HIGHWAY FACILITY.



LAT: 32.60157333  
LONG: 99.88072433

MATCHLINE STA. 545+00



MILLS M. BATTLE SURVEY, ABSTRACT NO. 9											
PARCEL NO.	EXISTING ACRES	LOT OR RESERVE	BLOCK	OWNER	TYPE OF CONV.	CONVEYANCE FILM CODE	CONVEYANCE FILE NUMBER	TAKING ACRES (SQ. FT. / 1)	REMAINDER ACRES	LEFT	RIGHT
4	12.56	CALLED		NEW TERRITORY RESIDENTIAL COMMUNITY ASSOCIATION, INC.				0.6553 (28,544)	11.9047		
5	2.7247	CALLED	A	PETERSON NEW TERRITORY INVESTORS, LP				0.2937 (12,795)	2.4310		

AND SAN ANTONIO RAILROAD  
F.B.C.A.D. NUMBER R155090  
F.B.C.A.D. NUMBER R155483  
F.B.C.A.D. NUMBER R144473  
F.B.C.A.D. NUMBER R208324

CALLED 2,7247 ACRES  
PETERSON NEW TERRITORY INVESTORS, LP  
INSTRUMENT NUMBER 2004040591, O.R.F.B.C.  
RECORDED DATE: APRIL 7, 2004  
F.B.C.A.D. NUMBER R221336

CALLED 12.56 ACRES  
NEW TERRITORY RESIDENTIAL COMMUNITY ASSOCIATION, INC.  
FILE NUMBER 9839151, O.R.F.B.C.  
RECORDED DATE: MAY 28, 1998  
F.B.C.A.D. NUMBER R194210

50' HOUSTON PIPELINE COMPANY EASEMENT  
VOLUME 110, PAGE 167, D.R.F.B.C.  
BLOCK 2 RIDGE SANDERS 1094A, R.F.B.C.

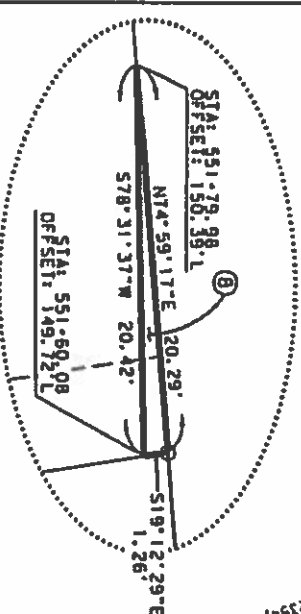
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 67  
10' WATER LINE EASEMENT  
VOLUME 1672, PAGE 737, O.R.F.B.C.

10' WATER LINE EASEMENT  
VOLUME 1672, PAGE 737 O.P.R.F.B.C. 1.  
US 90A  
STATE OF TEXAS  
1175' WIDE RIGHT-OF-WAY  
VOL. 201, PG. 468 D.R.F.B.C.

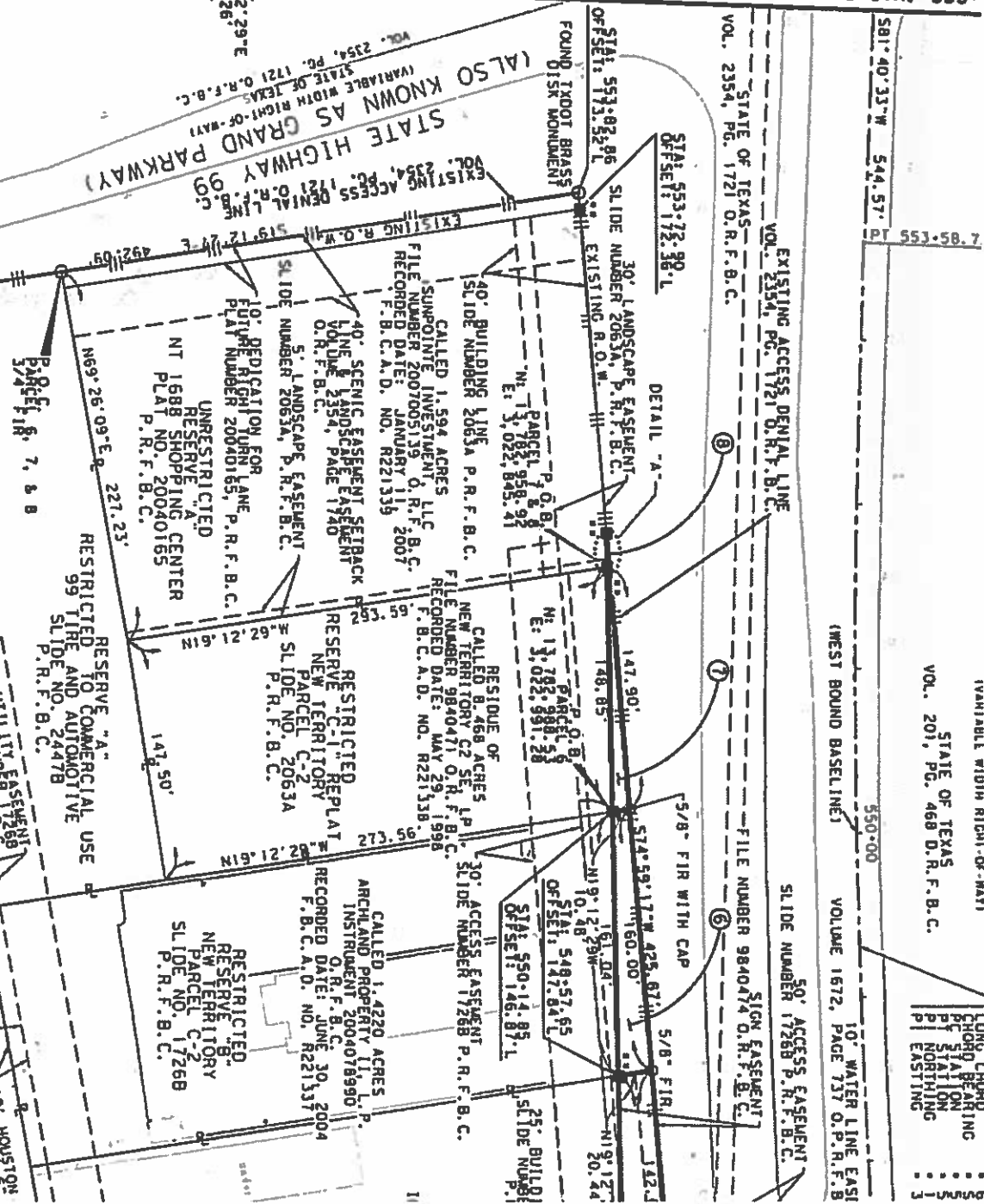
EXISTING R.O.W.  
540+00  
5 80' 57' 53" W  
WEST BOUND BASELINE 56.39'

- REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
- 5. PROPOSED RIGHT-OF-WAY BASELINE MAY CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
- 6. RIGHT-OF-WAY MAP COMPLETED ON APRIL, 2015.
- 7. ABSTRACTING COMPLETED ON JANUARY, 2015
- 8. FIELD SURVEYS COMPLETED ON FEBRUARY, 2015
- 9. ACCESS IS PROHIBITED ACROSS THE ACCESS DENIAL LINE TO THE HIGHWAY FACILITY FROM THE ADJUTING REMAINDER PROPERTY.

DETAIL "A"  
NOT TO SCALE



MATCHLINE STA. 555+



PARCEL NO.	EXISTING ACRES	LOT OR RESERVE	BLOCK	OWNER	TYPE OF CONV.	FILM CODE	CONVEYANCE FILE NUMBER	TAKING ACRES (150 FT.)	REMAINDER ACRES	LEFT	RIGHT
5	2.7247	C-2 A		PETERSON NEW TERRITORY INVESTORS, LP				0.2937 (112.795)	2.4310		
6	1.4220	B		NEW TERRITORY PARCEL C-2				0.0566 (2,467)	1.3694		
7	0.9801	C-1		REPLAT NEW TERRITORY C-2 SE, LP				0.0199 (865)	0.9602		
8	1.522	A		NT 1688 SHOPPING CENTER				0.0003 (13)	1.5217		

RESTRICTED TO COMMERCIAL USE AND AUTOMOTIVE SLIDE NO. 2447B P.R.F.B.C.

RESTRICTED TO COMMERCIAL USE AND AUTOMOTIVE SLIDE NO. 2447B P.R.F.B.C.

RESTRICTED TO COMMERCIAL USE AND AUTOMOTIVE SLIDE NO. 2447B P.R.F.B.C.

RESTRICTED TO COMMERCIAL USE AND AUTOMOTIVE SLIDE NO. 2447B P.R.F.B.C.

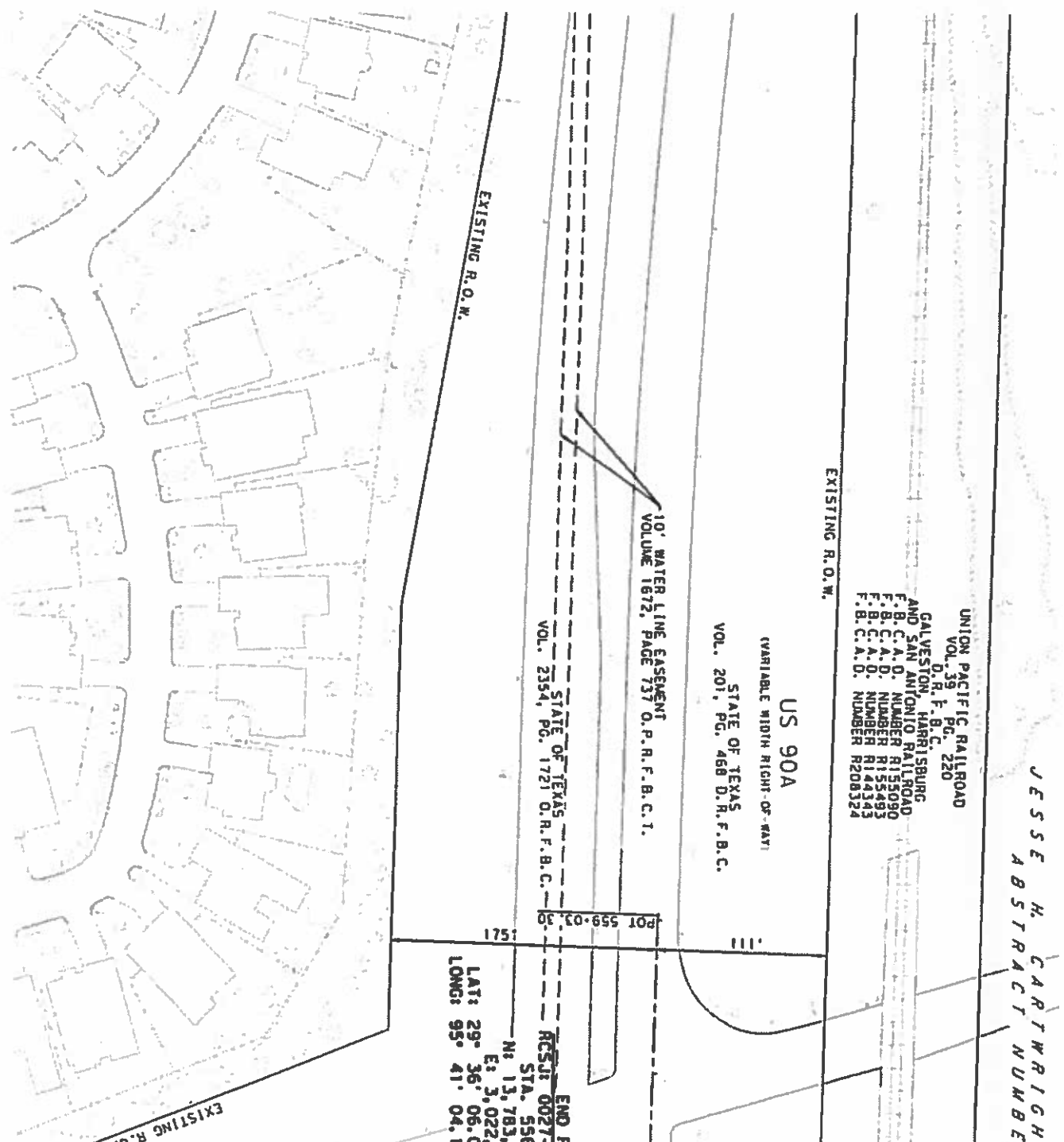
RESTRICTED TO COMMERCIAL USE AND AUTOMOTIVE SLIDE NO. 2447B P.R.F.B.C.

RESTRICTED TO COMMERCIAL USE AND AUTOMOTIVE SLIDE NO. 2447B P.R.F.B.C.

RESTRICTED TO COMMERCIAL USE AND AUTOMOTIVE SLIDE NO. 2447B P.R.F.B.C.



- 5. PROPOSED RIGHT-OF-WAY MATCH PROPOSED MAY CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
- 6. RIGHT-OF-WAY MAP COMPLETED ON APRIL, 2015.
- 7. ABSTRACTING COMPLETED ON JANUARY, 2015
- 8. FIELD SURVEYS COMPLETED ON FEBRUARY, 2015
- 9. ACCESS IS PROHIBITED ACROSS THE ACCESS DENIAL LINE TO THE HIGHWAY FACILITY FROM THE ABUTTING REMAINDER PROPERTY.



UNION PACIFIC RAILROAD  
 VOL. 39, P. 220  
 GALVESTON, HARRISBURG  
 AND SAN ANTONIO RAILROAD  
 F.B.C.A.D. NUMBER R155090  
 F.B.C.A.D. NUMBER R155493  
 F.B.C.A.D. NUMBER R144343  
 F.B.C.A.D. NUMBER R208324

US 90A  
 VARIABLE WIDTH RIGHT-OF-WAY  
 STATE OF TEXAS  
 VOL. 201, PG. 468 D.R.F.B.C.

10' WATER LINE EASEMENT  
 VOLUME 1872, PAGE 137 O.P.R.F.B.C.T.

STATE OF TEXAS  
 VOL. 2354, PG. 1721 O.R.F.B.C.

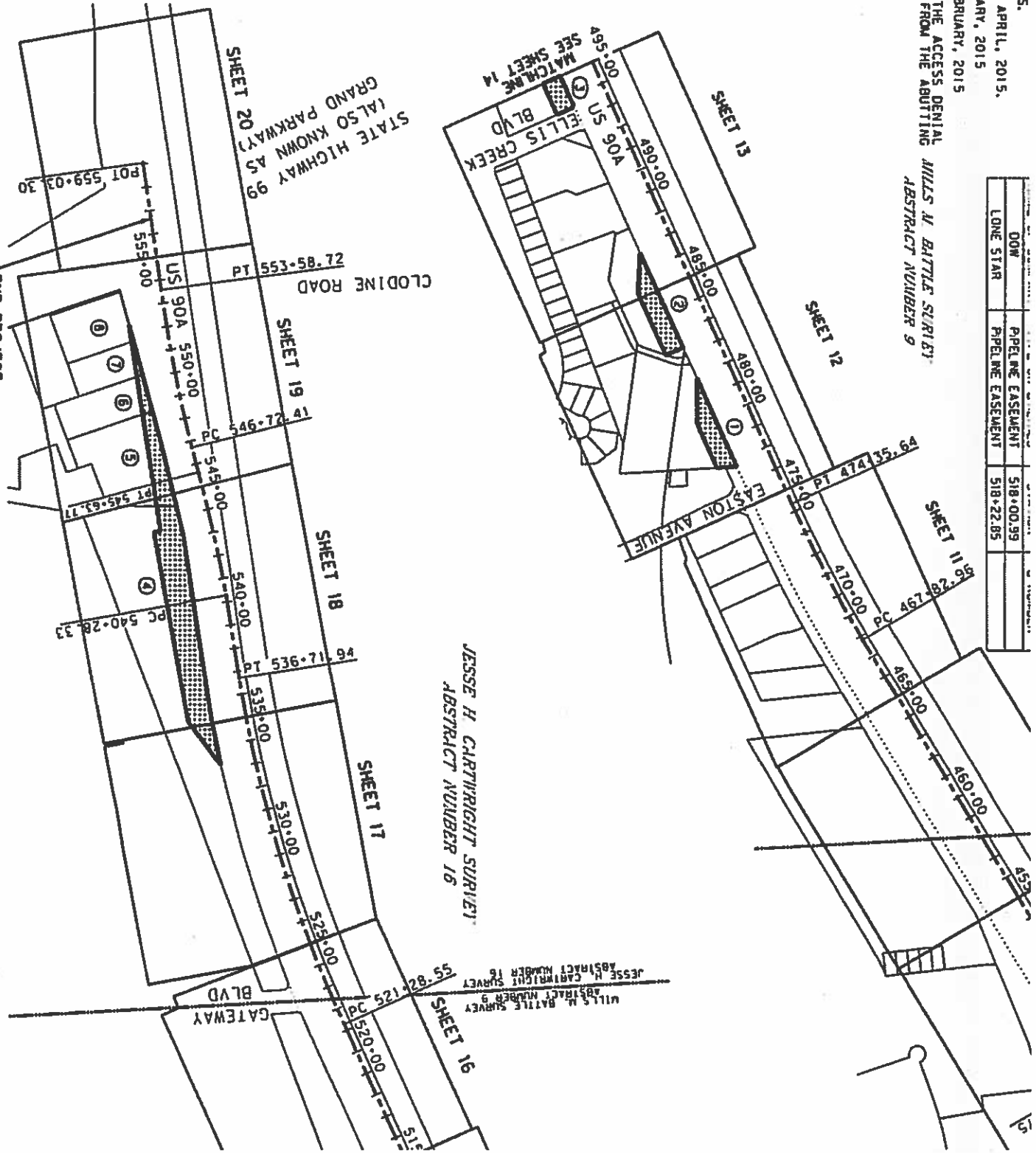
END POINT  
 ACST 0027-0  
 STA. 556.  
 N: 13.783, ( )  
 E: 3.022, ( )  
 LAT: 29° 36' 06.04"  
 LONG: 95° 41' 04.14"

JESSE H. CARTWRIGHT  
 ABSTRACT NUMBER

BASILINE DUE TO DESIGN CHANGES.  
 6. RIGHT-OF-WAY MAP COMPLETED ON APRIL, 2015.  
 7. ABSTRACTING COMPLETED ON JANUARY, 2015  
 8. FIELD SURVEYS COMPLETED ON FEBRUARY, 2015  
 9. ACCESS IS PROHIBITED ACROSS THE ACCESS DENIAL LINE TO THE HIGHWAY FACILITY FROM THE ABUTTING REMAINDER PROPERTY.

MILLS II BATTLE SURVEY  
 ABSTRACT NUMBER 9

DDW	PRELIM EASEMENT	518+00.99
LONE STAR	PIPELINE EASEMENT	518+22.85



JESSE H CARTWRIGHT SURVEY  
 ABSTRACT NUMBER 16

MILLS II BATTLE SURVEY  
 ABSTRACT NUMBER 9  
 JESSE H CARTWRIGHT SURVEY  
 ABSTRACT NUMBER 16

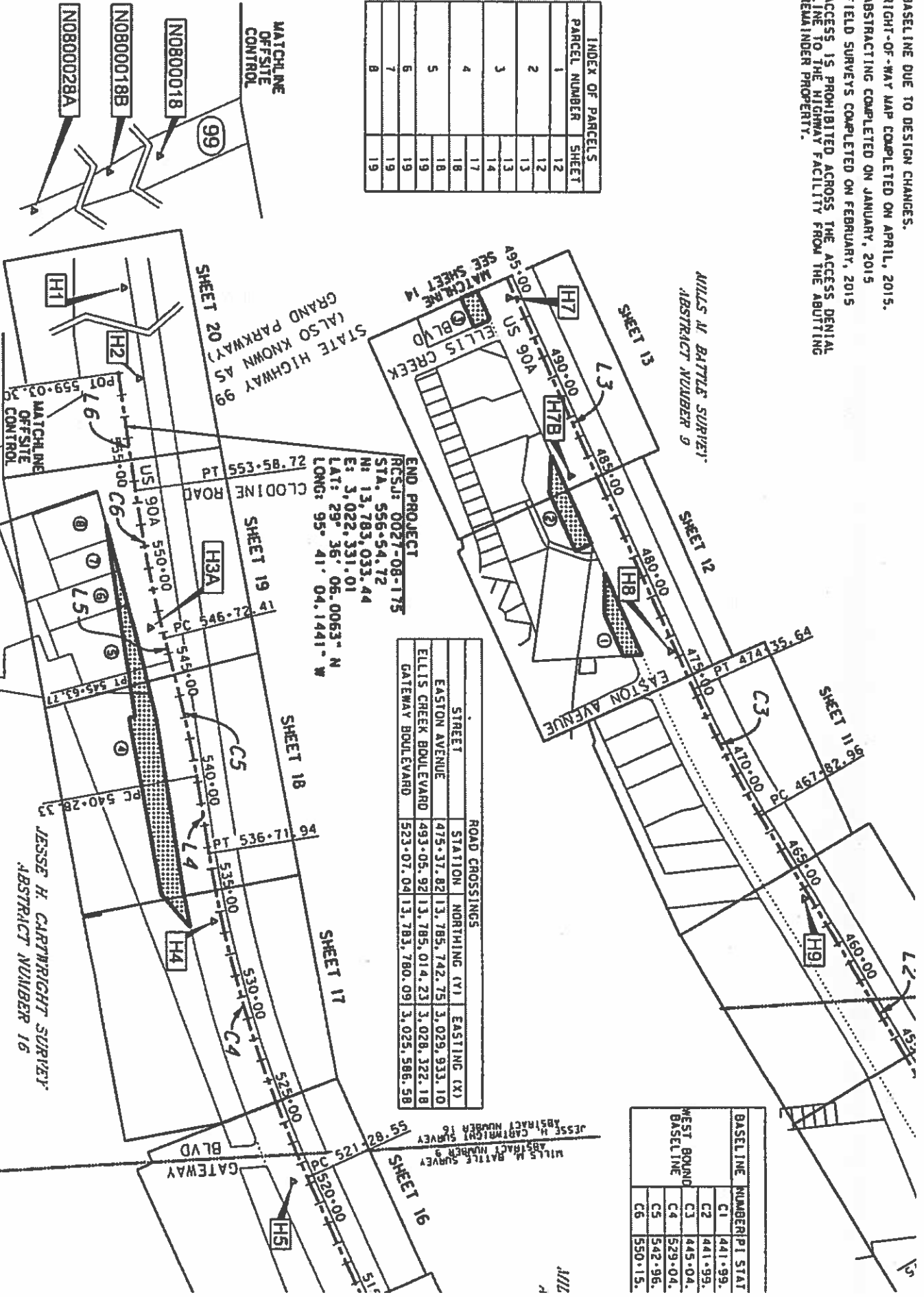
END PROJECT  
 RCSIJ 0027-08-175  
 STA. 556+54.72  
 N: 13,783,033.44  
 E: 3,022,331.01  
 LAT: 29° 36' 06.0063" N  
 LONG: 95° 41' 04.1411" W

BASELINE DUE TO DESIGN CHANGES.  
 6. RIGHT-OF-WAY MAP COMPLETED ON APRIL, 2015.  
 7. ABSTRACTING COMPLETED ON JANUARY, 2015  
 8. FIELD SURVEYS COMPLETED ON FEBRUARY, 2015  
 9. ACCESS IS PROHIBITED ACROSS THE ACCESS DENIAL LINE TO THE HIGHWAY FACILITY FROM THE ABUTTING REMAINDER PROPERTY.

INDEX OF PARCELS	PARCEL NUMBER	SHEET
1	12	12
2	12	12
3	13	13
4	14	14
5	17	17
6	18	18
7	19	19
8	19	19

CONTROL POINT TABLE 2	POINT	DESCRIPTION	FOUND
H5	13, 783, 776.44	3, 025, 711.00	5/8 inch iron rod with TXDOT aluminum disk found
H5B	13, 784, 133.52	3, 026, 489.31	5/8 inch iron rod with TXDOT aluminum disk set
H6	13, 784, 478.06	3, 027, 213.64	5/8 inch iron rod with TXDOT aluminum disk found
H7	13, 784, 942.56	3, 028, 236.83	5/8 inch iron rod with TXDOT aluminum disk found
H7B	13, 785, 226.86	3, 029, 051.04	5/8 inch iron rod with TXDOT aluminum disk set
H8	13, 785, 679.72	3, 029, 852.24	5/8 inch iron rod with TXDOT aluminum disk found
H9	13, 786, 284.39	3, 030, 983.42	5/8 inch iron rod with TXDOT aluminum disk found
H10	13, 786, 957.02	3, 032, 129.93	5/8 inch iron rod with TXDOT aluminum disk found

CONTROL POINT TABLE 3	POINT	DESCRIPTION	FOUND
H11A	13, 787, 492.83	3, 033, 307.18	5/8 inch iron rod with TXDOT dial
N0800018	13, 781, 883.61	3, 022, 788.17	5/8 inch iron rod with TXDOT dial
N0800018B	13, 780, 942.31	3, 023, 242.50	5/8 inch iron rod with TXDOT dial
N0800028A	13, 779, 887.95	3, 023, 790.27	5/8 inch iron rod with TXDOT dial
N0800038A	13, 785, 755.97	3, 033, 952.65	5/8 inch iron rod with TXDOT dial
N0800038B	13, 786, 143.97	3, 034, 984.22	5/8 inch iron rod with TXDOT dial
N0800048A	13, 785, 489.84	3, 036, 075.89	5/8 inch iron rod with TXDOT dial



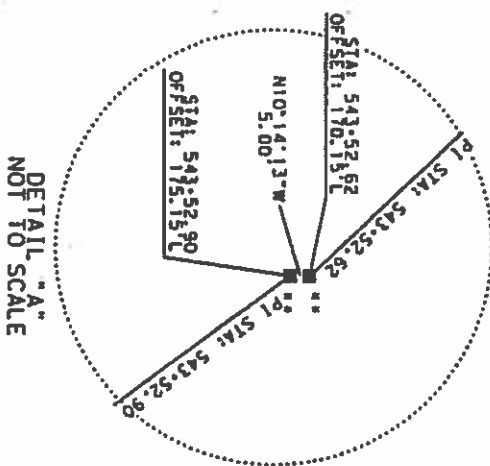
STREET	ROAD CROSSINGS	STATION	NORTHING (Y)	EASTING (X)
EASTON AVENUE		475+37.82	13, 785, 742.75	3, 029, 933.10
ELLIS CREEK BOULEVARD		493+05.92	13, 785, 014.23	3, 028, 322.18
GATEWAY BOULEVARD		523+07.04	13, 783, 780.09	3, 025, 586.58

BASELINE NUMBER	PI	STAT
C1	441.99	
C2	441.99	
C3	445.04	
C4	529.04	
C5	542.96	
C6	550.15	

END PROJECT  
 RCS:J: 0027-08-175  
 STA. 556+54.72  
 N: 13, 783, 033.44  
 E: 3, 022, 331.01  
 LAT: 29° 36' 06.0063" N  
 LONG: 95° 41' 04.1411" W

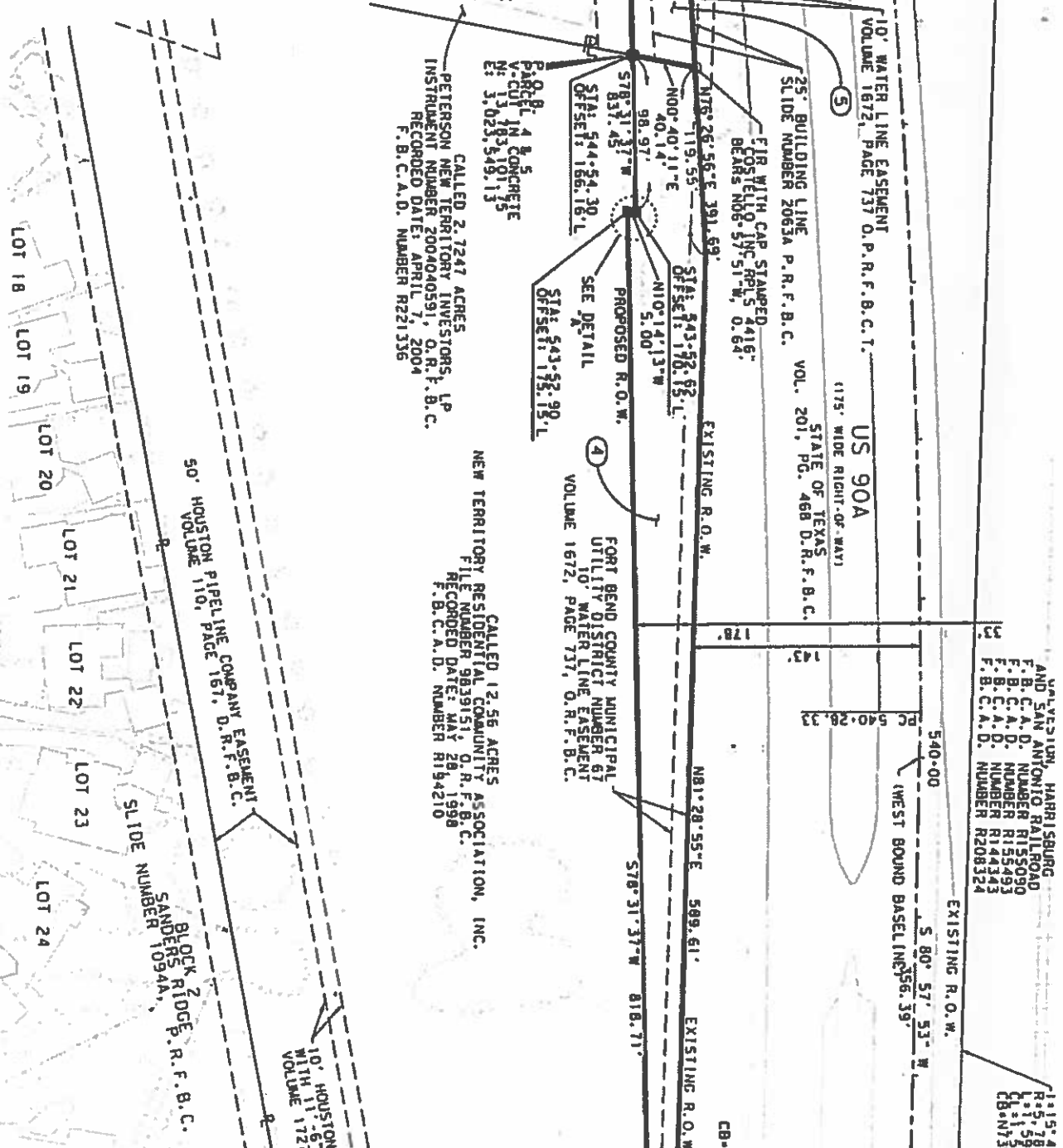


1. REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
2. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
3. RIGHT-OF-WAY MAP COMPLETED ON APRIL, 2015.
4. ABSTRACTING COMPLETED ON JANUARY, 2015.
5. FIELD SURVEYS COMPLETED ON FEBRUARY, 2015.
6. ACCESS WILL BE PERMITTED TO THE REMAINDER PROPERTY ABUTTING THE HIGHWAY FACILITY.



LAT: 32.60157333  
 LONG: 95.88072432

MATCHLINE STA. 545.00



PARCEL NO.	EXISTING ACRES	LOT OR RESERVE	BLOCK	OWNER	TYPE OF CONV.	FILM CODE	CONVEYANCE FILE NUMBER	TAKING ACRES (SQ. FT. /)	REMAINDER ACRES	LEFT	RIGHT
4	12.56	CALLLED		NEW TERRITORY RESIDENTIAL COMMUNITY ASSOC (ATTN: INC.				0.6553 (128,544)	11.9047		
5	2.7247	CALLLED	A	PETERSON NEW TERRITORY INVESTORS, LP				0.2937 (12,795)	2.4310		

MILLS M. BATTLE SURVEY, ABSTRACT NO. 9

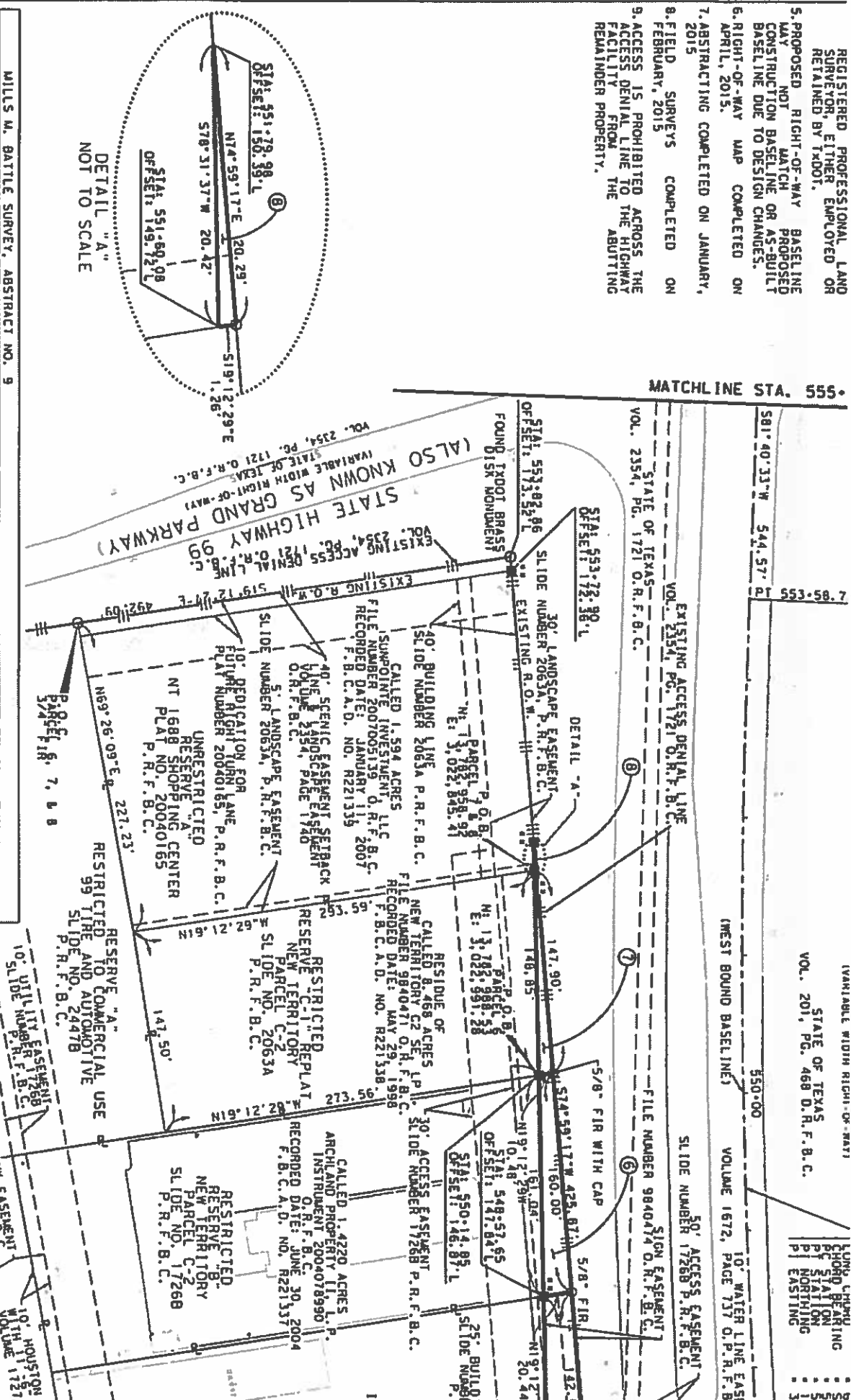
LOT 18 LOT 19 LOT 20 LOT 21 LOT 22 LOT 23 LOT 24 LOT 25

AND SAN ANTONIO RAILROAD  
 F.B.C.A.D. NUMBER R155090  
 F.B.C.A.D. NUMBER R155493  
 F.B.C.A.D. NUMBER R144133  
 F.B.C.A.D. NUMBER R208324

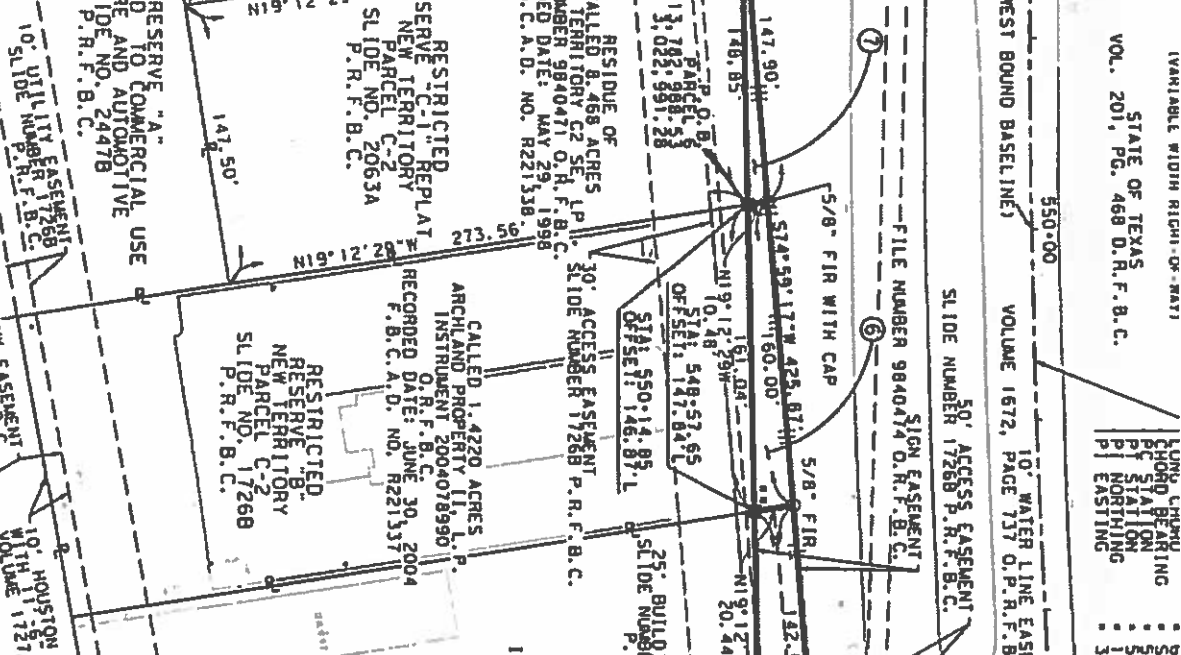
EXISTING R.O.W.  
 S 80° 57' 53" W  
 566.39'

- REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
- 5. PROPOSED RIGHT-OF-WAY BASELINE MAP NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
- 6. RIGHT-OF-WAY MAP COMPLETED ON APRIL, 2013.
- 7. ABSTRACTING COMPLETED ON JANUARY, 2015
- 8. FIELD SURVEYS COMPLETED ON FEBRUARY, 2015
- 9. ACCESS IS PROHIBITED ACROSS THE ACCESS DENIAL LINE TO THE HIGHWAY FACILITY FROM THE ADJOINING REMAINDER PROPERTY.

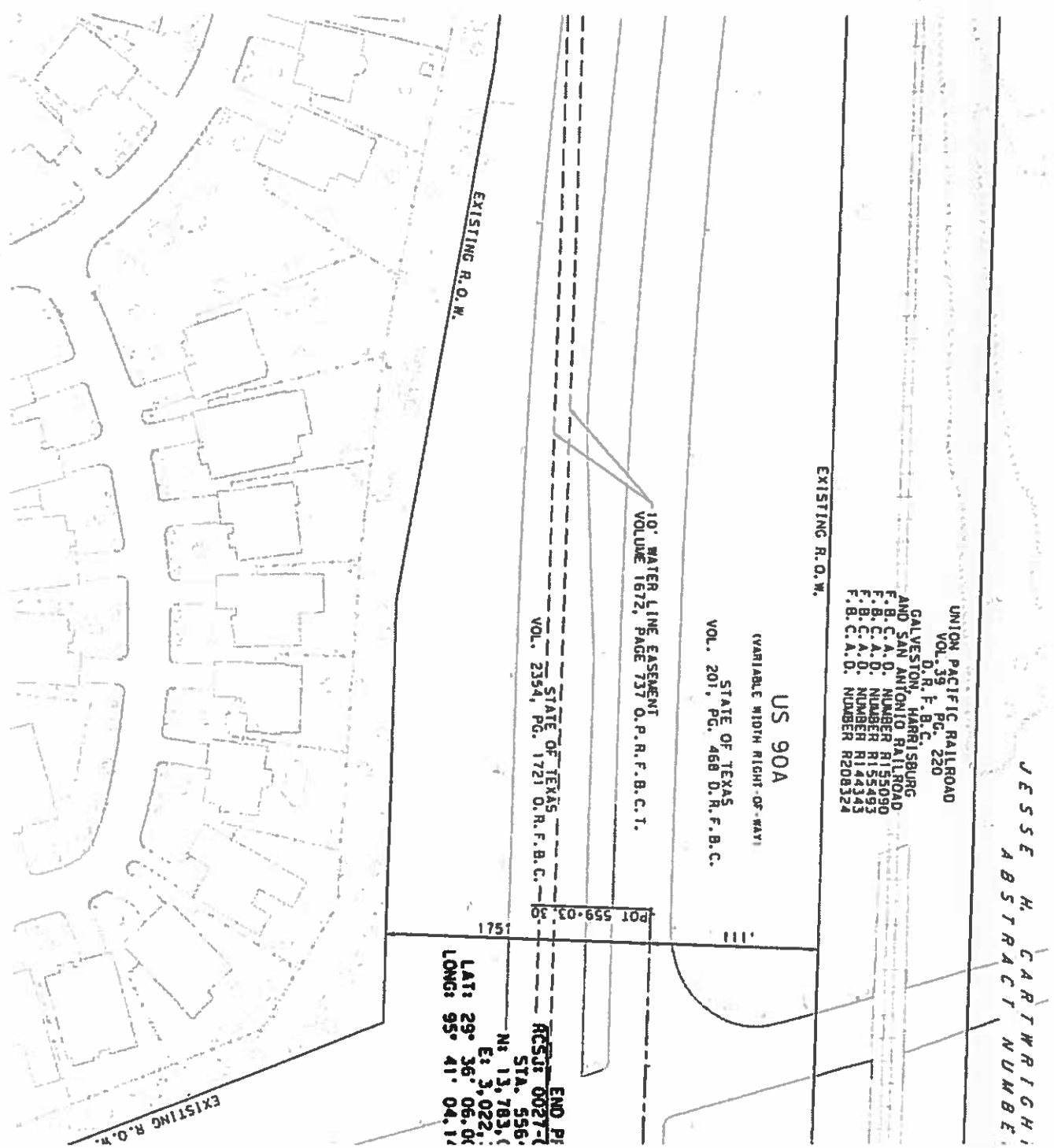
DETAIL "A"  
NOT TO SCALE



PARCEL NO.	EXISTING ACRES	LOT OR RESERVE	BLOCK	OWNER	TYPE OF CONV.	FILM CODE	CONVEYANCE FILE NUMBER	TAKING ACRES	REMAINDER ACRES
								LEFT	RIGHT
5	2.7247	C-2 A		PETERSON NEW TERRITORY INVESTORS, LP	CONV.		0.2937 (112,795)	2.4310	
6	1.4220	B		NEW TERRITORY PARCEL C-2			0.0566 (12,467)	1.3694	
7	0.9801	C-1		REPLAT NEW TERRITORY C-2 SE, LP			0.0199 (866)	0.9602	
8	1.522	A		NT 1688 SHOPPING CENTER			0.0003 (13)	1.5217	



- 5. PROPOSED RIGHT-OF-WAY BASELINE NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
- 6. RIGHT-OF-WAY MAP COMPLETED ON APRIL, 2015.
- 7. ABSTRACTING COMPLETED ON JANUARY, 2015
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- 9. ACCESS IS PROHIBITED ACROSS THE ACCESS DENIAL LINE TO THE HIGHWAY FACILITY FROM THE ADJUTING REMAINDER PROPERTY.



UNION PACIFIC RAILROAD  
 VOL. 39, P. 220  
 GALVESTON, HARRISBURG  
 AND SAN ANTONIO RAILROAD  
 F. B. C. A. D. NUMBER R155090  
 F. B. C. A. D. NUMBER R155493  
 F. B. C. A. D. NUMBER R144343  
 F. B. C. A. D. NUMBER R208324

US 90A  
 VARIABLE WIDTH RIGHT-OF-WAY  
 STATE OF TEXAS  
 VOL. 201, PG. 468 D.R.F.B.C.

10' WATER LINE EASEMENT  
 VOL. 1872, PAGE 737 O.P.R.F.B.C.T.

STATE OF TEXAS  
 VOL. 2354, PG. 1721 O.R.F.B.C.

JESSE H. CARTWRIGHT  
 ABSTRACT NUMBER

END POINT  
 RESUB 0027-7  
 STA. 556.  
 N: 13.783, ( )  
 E: 3.022, ( )  
 LAT: 29° 36' 06.00"  
 LONG: 95° 41' 04.11"

EXISTING R.O.W.

## Standard Agreement to Contribute State Performs Work Attachment C

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$1,700,000.00	90%	\$1,530,000.00	10%	\$170,000.00
Reimbursable Utility Adjustments	\$ 200,000.00	90%	\$ 180,000.00	10%	\$ 20,000.00
	\$0	0%	\$0	0%	\$0
	\$	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$1,900,000.00</b>	<b>90%</b>	<b>\$1,710,000.00</b>	<b>10%</b>	<b>\$190,000.00</b>

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.