

THE STATE OF TEXAS     ) (
COUNTY OF JOHNSON     ) (

AUGUST 12, 1957

BE it remembered at a regular meeting of the Commissioners Court on the
above mentioned date at the courthouse in Cleburne, Texas, the following
members were presents: H. G. Littlefair, County Judge, W. M. Coward,
Commissioner of Precinct No. 1; S. W. Evans, Commissioner of Precinct No. 2;
Jimmie L. Walters, Commissioner of Precinct No.3; M. W. Roland, Commissioner of
Precinct No.4; Louis B. Lee, County Clerk, Judge John A. James and Noel
Wofford.

A motion was made by Commissioner Coward and seconded by Commissioner
Roland that all just and due bills against Johnson County be allowed and
ordered paid when properly endorsed, as submitted. All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner
Roland, that the Resignation of Powell as Janitor at the Courthouse effective
August 1st, 1957, be accepted and that A. P. Permenter be employed as Janitor at
the Courthouse effective August 1, 1957, salary same.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner
Walters that the monthly financial report of the Johnson County Memorial
Hospital for the month of July, 1957 be approved as submitted and examined in
open court.

All voted aye

Texas Highway Department
Right of Way Division
Form D-15-CS-2
Sheet 1 of 5

CONTRACTUAL AGREEMENT
FOR
RIGHT OF WAY PROCUREMENT
(COUNTY FORM)

STATE OF TEXAS             ) (                     COUNTY Johnson
COUNTY OF TRAVIS         ) (                     PROJECT: R.W. -260-1-14
ACCT. NO. - -
HIGHWAY U. S. 67

This agreement entered into this 6<sup>th</sup> day of August, 1957 by and between the State of Texas, acting by and through the Texas Highway Department, hereinafter called the State and Johnson Co., Texas, acting by and through its duly authorized officers under Commissioner's Court order dated 24 day of July, 1957, hereinafter called the County.

WHEREAS, the State has deemed it necessary to make certain highway improvements in conjunction with Highway No. U.S. 67 located between a point approx. 1500' West of M.K. & T.R.R. and a Point 1 mile East of Alvarado, and which section of Highway improvements will necessitate the acquisition of certain right of way, and

WHEREAS, it is agreed that such right of way purchase shall be by joint effort of the State and the County;

NOW, THEREFORE be it AGREED that acquisition of such right of way shall be in accordance with Highway Commission Minute Order No. 42113 dated May 31, 1957. The State hereby authorizes and requests the county to proceed with acquisition and the State agrees to reimburse the County for its share of the cost of such right of way providing such acquisition and reimbursement is accomplished according to the provisions outlined herein and agreed to by both parties hereto.

LOCATION SURVEYS AND PREPARATION OF RIGHT OF WAY DATA: The state, without cost to the County will do the necessary preliminary engineering and title search in order to supply to the County the data and deed instruments required for right of way purchase.

DETERMINATION OF RIGHT OF WAY VALUES: The County agrees to make a determination of property values for each right of way parcel by methods acceptable to the County and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate County representative. Such tabulation shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, and (if a partial taking) damages to the remainder. This tabulation shall be accompanied by an explanation to support the determined values, together with copy of information or reports used in arriving at determined values. Such work will be performed by the County at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values as determined by this

review. The state, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement.

If at any stage of the project development it is determined by mutual agreement between the County and the State that there should be waived the requirement that the county submit to the State property value determinations for any part of all of the required right of way, the State will make appropriate written notice to the County of such waiver, such notice to be acknowledged in writing by the County. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

NEGOTIATIONS: The state will notify the county as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the county without participation by the State. The County will deliver properly executed deeds with title in the name of the state supported by an acceptable Title Insurance Policy for each right of way parcel involved. The costs incidental to such negotiation and the costs of recording the right of way instruments will be the responsibility of the County. The cost of Title Insurance will be the responsibility of the State.

CONDEMNATION: Condemnation proceedings will be initiated at the election of the County and will be the County's responsibility at its own expense. Eligibility for State reimbursement of values determined by such condemnation proceedings shall be subject to the conditions as hereinafter outlined under the section titled "Reimbursement".

DISPOSAL OF IMPROVEMENTS: It is agreed that the State's participation in the cost of improvements will be based upon approved values. The disposition of improvements may be in accordance with State Highway Department Administrative Order 8-57, a copy of which is attached hereto and marked Exhibit "A", In the event the improvements are not disposed of in accordance with Administrative Order 8-57, the State shall dispose of said improvements by competitive bids. Such revenue derived from the disposition of any improvements will be credited to the cost of the right of way procured.

RELOCATION OF UTILITIES: If the required right of way to be acquired for its project encroaches upon an existing utility located upon its own right of way acquired for utility purposes, the State will participate with the County in the cost of the necessary adjustment, removal or relocation of the utility. The State's participation shall be limited to the cost of making such changes in the utility after deducting any resulting increase in the value of the new utility and any salvage value derived from the old utility. Such utility relocation costs will be an appropriate item of right of way cost. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" shall include publicly, privately and cooperatively owned utilities.

FENCES AND FENCING:

When right of way values are determined, damages to existing fences or the need for replacement or new fences will not be considered and included in the compensation due the property owner. This is based upon the agreement that the County will construct all fences as are required due to the right of way taking at no cost to the property owner. The State will participate in the amount of 50 per cent of the cost of required fencing performed by the County on an actual cost basis less value of any salvage fencing material, and exclusive of any overhead costs of the county. The county in billing the State for fencing will attach an itemized estimate supported by a certificate to this effect. Such fencing work shall be considered an appropriate item of right of way cost.

REIMBURSEMENT: The State will reimburse the County after March 1, 1958, in an amount not to exceed 50% of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of 50% of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. If condemnation is necessary the participation by the State shall be based on the final judgment, conditioned that the State has been notified in writing prior to the filing of such suit and prompt notice is also given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the County as provided by other provisions of this agreement.

GENERAL: It is understood that the terms of this agreement shall apply only to right of way authorized and requested by the Texas Highway Department which is needed and not yet dedicated, in use, or previously acquired in the name of the State or County for Highway, Street, or road purposes.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the County/

COMMISSIONERS COURT OF  
JOHNSON COUNTY, TEXAS

BY: H.G.Littlefair, County Judge  
By: W.M. Coward, Comm. Pct. No. 1  
By: S.W. Evans, Comm. Pct. No. 2  
By: J.L. Walters, Comm. Pct. No. 3  
By: M.W. Roland, Comm. Pct. No. 4

RECOMMENDED FOR APPROVAL:  
  
R.A.Bossy, District Engineer  
P.C.Goode, Program Engineer  
T.S.Huffe, Engineer of Road Design (CSK)  
A.H.Christian, Right of Way Engineer

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work program heretofore approved and authorized by the State Highway Commission:

By: D.C.Greer, Executed as State Highway Engineer and approved for State Highway Commission.

There being no further business, court is hereby adjourned.

ATTEST: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
COUNTY JUDGE

...oooOooo...