

#49. N. 1.  
4-21-15

**RESOLUTION AND ORDER**

On this the 21<sup>st</sup> day of April, 2015, at a Regular Session Meeting of the Commissioners Court of Montgomery County, Texas, there came on for consideration and approval a motion to ratify the Court's approval of the SH 249 Construction, Operation and Maintenance Agreement between the State of Texas, acting by and through the Texas Department of Transportation (hereinafter "TxDOT") and Montgomery County, acting by and through the Montgomery County Toll Road Authority (hereinafter "County") previously executed on January 26, 2015 by Craig Doyal, County Judge on behalf of Montgomery County, Texas.

WHEREAS, the SH 249 Construction, Operation and Maintenance Agreement (the "Agreement") was executed by County prior to the determination of the amount of the potential reimbursement by the Montgomery County Toll Road Authority ("MCTRA") to the State of Texas for the right-of-way previously acquired by TxDOT and was subsequently executed by TxDOT including the amount of potential reimbursement for previously required right-of-way;

WHEREAS, County desires to ratify the completed contract to reflect the amount of potential reimbursement for the previously required right-of-way

Motion was made by Commissioner Noack and seconded by Commissioner Meador to hereby ratify and approve the Agreement previously executed by County Judge Craig Doyal on behalf of Montgomery County, Texas.

Said Motion being put to a vote, it carried by a vote of 4 aye votes to 0 nay votes.

**THEREFORE, IT IS HEREBY APPROVED AND ORDERED** that this Commissioners Court ratifies and approves the SH 249 Construction, Operation and Maintenance Agreement as attached to this Resolution and Order and presented to Commissioners Court as the Agreement of Montgomery County, Texas.

PASSED AND APPROVED this 21<sup>st</sup> day of April, 2015.

**MONTGOMERY COUNTY, TEXAS**

Craig Doyal  
Craig Doyal, County Judge

Mike Meador  
Mike Meador, Commissioner Pct. 1

Charlie Riley  
Charlie Riley, Commissioner Pct. 2

James Noack  
James Noack, Commissioner Pct. 3

Jim Clark  
Jim Clark, Commissioner Pct. 4

Attest:

Mark Turnbull  
Mark Turnbull, County Clerk



JAN 26 2015

SH 249

## MONTGOMERY COUNTY

## CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT (this "Agreement"), by and between the State of Texas, acting by and through the Texas Department of Transportation (hereinafter called "TxDOT"), and Montgomery County, Texas, acting by and through the Montgomery County Toll Road Authority (hereinafter called the "County"), is to become effective when fully executed by both parties (the "Effective Date").

WITNESSETH

WHEREAS, the County and TxDOT have been working in partnership to develop the State Highway 249 corridor in the County, which is a designated part of the State Highway System;

WHEREAS, on December 13, 2007, the Texas Transportation Commission (hereinafter called the "Commission") passed Minute Order 111168, designating a portion of State Highway 249 from Spring Cypress Road in Harris County to FM 1774 in Montgomery County as a future toll facility;

WHEREAS, the County and TxDOT have been engaged in the planning and development of a proposed toll facility in the State Highway 249 corridor from the Montgomery/Harris county line to FM 1774 just north of the Montgomery/Grimes county line (hereinafter called the "SH 249 Project"), with the SH 249 Project scope and alignment to be determined in accordance with the environmental process and analysis of financial feasibility;

WHEREAS, Chapter 373, Transportation Code, authorizes the County to construct, operate and maintain toll road facilities, and authorizes TxDOT to make available state highway right-of-way to be used for such purposes, provided that the County pay an amount to reimburse TxDOT's actual costs to acquire the right-of-way, and authorizes the Commission or TxDOT to waive the County's reimbursement obligation;

WHEREAS, pursuant to that authority, the County will finance, design, construct, operate and maintain the segment of the SH 249 Project between the Harris County line and FM 1774 in Pinehurst (hereinafter called the "County Project"), with the County Project to be constructed on State right-of-way (hereinafter called the "State Highway Facility"), as more particularly described in Exhibit "A" to this Agreement;

WHEREAS, TxDOT will finance, design, construct, operate and maintain the segment of the Project between FM 1774 in Pinehurst and FM 1774 in Grimes County near Todd Mission (hereinafter called the "TxDOT Project"), as more particularly described in Exhibit "A" to this Agreement;

WHEREAS, TxDOT and the County acknowledge that the TxDOT Project is not suitable to being delivered under a concession agreement, and that the TxDOT Project will be delivered using the design-build or design-bid-build delivery methodology;

WHEREAS, the development and construction of the SH 249 Project is critical to the Greater Houston region and essential for the future movement of people and goods through Grimes, Montgomery, Harris, and Brazos counties, and will bring jobs and economic development to the County and relieve congestion in the region;

WHEREAS, TxDOT has determined that the State of Texas will receive substantial benefits from toll road projects to be constructed, operated and maintained by the County, and as provided in this Agreement authorizing use of the State Highway Facility by the County for such purposes;

WHEREAS, on FEBRUARY 24, 2015, the Commission adopted Minute Order 114204 authorizing the Executive Director of TxDOT to enter into this Agreement, and authorizing the County use of the State Highway Facility to develop, construct, operate and maintain the County Project as part of the county road system, and for the County to reimburse the State for the use of the State Highway Facility; provided that if the value of the State right-of-way needed by the County to construct the County Project is less than the estimated value of the right-of-way the County transfers to TxDOT for the construction of the TxDOT Project, such reimbursement obligation shall be waived; and

WHEREAS, the Montgomery County Commissioners Court has approved entering into this Agreement by order dated January 26, 2015, which is attached hereto and made a part hereof as Exhibit "B";

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, TxDOT and the County mutually agree as follows:

1. **Toll Project Agreement.** The parties acknowledge and agree that this Agreement is a toll project agreement under Section 373.006, Transportation Code, and is intended to be an alternative to the primacy determination process under Subchapter B of Chapter 373, Transportation Code, for the development of the SH 249 Project. The SH 249 Project shall be developed in accordance with the terms and conditions of this Agreement, and this Agreement alters and replaces the steps and time limits specified in Subchapter B of Chapter 373 with the terms and conditions of this Agreement.

2. **Waiver of Process.** In accordance with Section 373.055, Transportation Code, the parties waive the process established in Subchapter B of Chapter 373 and acknowledge and agree that this Agreement constitutes written notification of such waiver and satisfies the written notification requirements of Section 373.055. The parties acknowledge and agree that this

Agreement shall govern the process for development of the SH 249 Project. As such, this Agreement is intended to alter, by replacement of, and substitution with the terms and conditions of this Agreement in its entirety, the steps and time limits specified in Subchapter B, including the timing of or conditions for initiating the primacy process.

**3. Responsibility for the TxDOT Project.**

a. TxDOT will complete the environmental documents for the TxDOT Project, and will finance and/or fund, acquire right-of-way, design, construct, maintain, and operate the TxDOT Project. The scope of the TxDOT Project will be determined once financial feasibility is completed by TxDOT. The parties acknowledge the mutual intent for TxDOT to construct up to two tolled lanes in each direction from FM 1774 in Pinehurst to FM 1774 in Grimes County near Todd Mission. The County acknowledges its interest in the development of the TxDOT Project in the County, and will work cooperatively with TxDOT in ongoing planning, environmental, and project development efforts.

b. The Commission has allocated \$193 million to complete the TxDOT Project. In the event debt is issued by the Commission to fund TxDOT Project costs, that debt will be secured solely by TxDOT Project toll revenues. TxDOT is not obligated to provide funding above the sum of the amount allocated by the Commission and the amount that can be financed from TxDOT Project toll revenues. If TxDOT Project costs plus the construction contingency and amounts necessary to fund appropriate financial reserves exceeds that amount, TxDOT and the County will reduce the TxDOT Project scope as necessary to complete the TxDOT Project within budget. Alternatively, if the TxDOT Project and related costs are less than the amount of funding available as provided above, TxDOT may use the excess in other sections of the corridor.

c. The County will provide stream and wetlands mitigation credits for the TxDOT Project. TxDOT will reimburse the County's costs in providing those credits as part of the TxDOT Project costs.

d. The County will work with landowners to obtain the right-of-way needed for the ultimate limits of the TxDOT Project, and commits to using its best efforts to secure as many right-of-way donations as possible. TxDOT will acquire any right-of-way needed for the ultimate limits of the TxDOT Project that is not acquired by the County. The TxDOT Project scope may be reduced as necessary because of the costs of non-donated right-of-way. The County will transfer the right-of-way acquired by the County to TxDOT upon the Commission's award of a construction contract for the TxDOT Project.

e. TxDOT commits to using its best efforts to procure and develop the TxDOT Project so that the TxDOT Project will open to traffic at approximately the same time as the County Project and the Harris County project in the State Highway 249 corridor from Spring-Cypress Road to just south of the Montgomery County line, or shortly thereafter. TxDOT reserves the right to not issue a notice to proceed under the

construction contract(s) for the TxDOT Project until the County finances the County Project and enters into a construction contract(s) for the County Project.

f. If TxDOT does not advance the segment of the TxDOT Project from FM 1774 in Pinehurst to FM 1488 by the deadline agreed to by TxDOT and the County, the County has the option to finance, acquire right-of-way, design, construct, maintain, and operate that portion of the TxDOT Project. If the County exercises that option, the County will reimburse TxDOT for any TxDOT Project-related information made available by TxDOT that the County uses in its completion of the TxDOT Project.

g. TxDOT will be responsible for all operations and maintenance of the TxDOT Project, and will be responsible for toll collection and toll operations. The TxDOT Project will be operated as part of the State Highway System. TxDOT, in cooperation with the County, will establish a toll setting and escalation structure and toll operations policy applicable to the TxDOT Project to be presented to the Commission. The Commission will set the toll rates for the TxDOT Project. The toll operations policy will allow TxDOT, at its discretion, to waive required toll collection on the TxDOT Project during reconstruction activities or at other times when operationally necessary or in accordance with the free passage policies adopted by the Commission that are applicable to the TxDOT Project.

#### **4. Responsibility for the County Project.**

a. The County will finance, acquire right-of-way, design, construct, maintain, and operate the County Project. The County is hereby authorized to use and will be allowed to utilize a portion of the State Highway Facility for the construction, operation and maintenance of the County Project, all as described in attached Exhibit "A," provided that such uses will not damage, impair safety, impede maintenance, or otherwise restrict operation of the balance of the State Highway Facility, all as determined from engineering and traffic investigations conducted by the State in accordance with terms or procedures mutually agreed to by the State and the County. The State and County agree to take all reasonable actions and to cooperate and coordinate with each other and to cause their contractors to cooperate and coordinate with each other to ensure the timely construction and completion of the County Project.

b. Subject to the requirements of subsection 4.a., development of plans for the County Project will be the responsibility of the County, but shall be coordinated with TxDOT at all stages and shall be submitted to TxDOT for review and approval prior to award of the construction contract(s) for the County Project. Significant field changes shall likewise be submitted to TxDOT prior to being accomplished. All maintenance of the County Project shall be the responsibility of the County, and the County shall have all responsibility to the public for the design, maintenance, signing, and lighting on the County Project. TxDOT shall be responsible for the operation and maintenance of the frontage roads that are adjacent to the County Project. Specifications for such plans and any field changes to the County Project and the frontage roads shall be in accordance with the latest standards required by TxDOT.

c. The County will award and fully fund any necessary contract(s) for construction of the County Project. TxDOT, at any time during such construction, after providing reasonable notice to the County, can inspect any work performed under such contract(s) for compliance with engineering and design plans and specifications.

d. The County, at its sole expense, will obtain the necessary stream and wetlands mitigation credits for the County Project.

e. The County shall send written notification to TxDOT upon the final completion of the County Project. At the earliest possible date thereafter, the County will deliver to TxDOT the final sets of plans and specifications (the "Record Documents"). The notification shall include the date of final completion and a certification that the County Project has been constructed according to approved plans and specifications and Record Documents.

f. TxDOT and the County agree to divide the responsibility for the maintenance of the State Highway Facility and the Project as specified in Exhibit "A" attached hereto and this Section 4. It is understood and agreed that for so long as the County Project is tolled by the County as part of its toll road system, it will not be designated as part of the State Highway System and shall be considered as part of the County toll road system and all laws relating to the maintenance and operation of county roads are made applicable.

g. In the event that TxDOT determines that the County's operation of the County Project materially interferes with or adversely affects the general highway use of its portion of the State Highway Facility, TxDOT will consult with the County, and such modifications or remedial actions acceptable to both parties for the continued operation of the County Project will be accomplished and shall be done at the sole expense of the County.

h. It is understood and agreed that the operation of the County Project or the State Highway Facility may by necessity be curtailed temporarily in the event of damage caused by flood, accidents or other similar causes. In that event, the County shall be responsible for repairing any damage to the County Project, and TxDOT shall be responsible for repairing any damage to the State Highway Facility. The parties will do everything reasonable to provide for rapid and timely repairs to those portions which are damaged to ensure that the operation of the respective facility will be reinstated as soon as possible.

i. If the County does not advance the County Project by the deadline agreed to by TxDOT and the County, TxDOT has the option to finance, acquire right-of-way, design, construct, maintain, and operate the County Project. If TxDOT exercises that option, TxDOT will reimburse the County for any County Project-related information made available by the County that TxDOT uses in its completion of the County Project.

j. The County, in cooperation with TxDOT, will establish a toll setting and escalation structure and toll operations policy applicable to the County Project.

5. **Reimbursement for Use of Right-of-Way.** If the value of the State right-of-way needed by the County to construct the County Project, as defined below, is less than the estimated value of the right-of-way the County transfers to TxDOT for the construction of the TxDOT Project, the County's obligation to reimburse TxDOT for use by the County of the State Highway Facility shall be waived. The value of the right-of-way transferred by the County shall be determined in a mutually agreed upon manner. The County shall otherwise make payment in the amount of \$ 3,867,200 to TxDOT as reimbursement under Section 373.102, Transportation Code and other costs, for use by the County of the State Highway Facility. This amount equals the sum of (a) TxDOT's actual costs to acquire the right-of-way transferred to the County for use of the State Highway Facility, or an amount equal to the average actual historical right-of-way acquisition values for comparable right-of-way located in proximity to the Project on the date of original acquisition of the right-of-way, and (b) an amount determined by TxDOT and the County to be sufficient to reimburse TxDOT for costs of improvements to the State Highway Facility incurred by TxDOT prior to the Effective Date of this Agreement. If required, the County shall make payment to TxDOT prior to the award of the construction contract(s) for the County Project.

6. **Additional Regional Roadway Projects.** TxDOT and the County will work with the Houston-Galveston Area Council (H-GAC), the metropolitan planning organization for the area in which the SH 249 Project is located, to identify, prioritize, and finance regional roadway projects that will facilitate mobility by connecting to the SH 249 Project.

7. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors.

8. **Assignment.** The County shall not assign, sublet, or transfer its interest in this Agreement without the prior written consent of TxDOT.

9. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

10. **Amendments.** No amendment to this Agreement shall be of any effect unless in writing and executed by both the County and TxDOT.

11. **Defaults and Remedies.** Default shall occur only in the event either party fails to comply with its respective obligations hereunder. In such event, the non-defaulting party shall give the defaulting party written notice of the condition of default. The defaulting party may cure such default within thirty (30) days from and after date of receipt of notice of default. In the event of continued failure to cure or continued absence of efforts to cure such default, the non-defaulting party may thereafter notify the defaulting party of its intent to terminate this Agreement. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

12. **Termination of Agreement.** This Agreement may be terminated upon the occurrence of any of the following conditions:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated by either party because of a material breach by the other party; or
- c. by satisfactory completion of all responsibilities and obligations described herein.

13. **Notices.** All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or registered U. S. Mail, postage prepaid, addressed to such party at the following respective addresses:

The County:

Craig Doyal  
Montgomery County Toll Road  
Authority  
501 North Thompson, Suite 401  
Conroe, Texas 77301

TxDOT:

District Engineer  
Texas Department of Transportation  
P.O. Box 1386  
Houston, Texas 77251-7386

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

14. **Relationship of the Parties.** Except for the limited purposes expressly stated herein, nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between TxDOT and the County. Neither TxDOT nor the County waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to third parties.

15. **Sole Benefit.** This Agreement is entered into for the sole benefit of TxDOT and the County and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the County, relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the County, or giving any benefits, rights, remedies, or claims to any other public or private person, firm, corporation or other entity.

16. **Authorization.** Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each

signatory on behalf of TxDOT and the County, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

17. **Rights of State Auditor.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Texas Department of Transportation and Montgomery County, Texas have executed this Agreement in multiple counterparts on the dates shown herein below, effective on the date last executed.

APPROVED AS TO FORM:

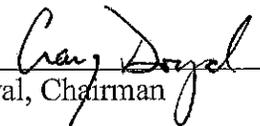
MONTGOMERY COUNTY, TEXAS

J.D. Lambright  
County Attorney

By:   
B. D. GRIFFIN  
Assistant County Attorney

By:   
Craig Doyal, County Judge  
Date January 26, 2015

MONTGOMERY COUNTY TOLL ROAD AUTHORITY

By:   
Craig Doyal, Chairman

TEXAS DEPARTMENT OF TRANSPORTATION

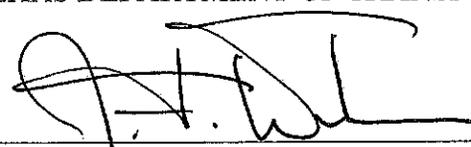
  
LtGen J.F. Weber, USMC (Ret)  
Executive Director  
Date 04/13/2015

Exhibit "A"

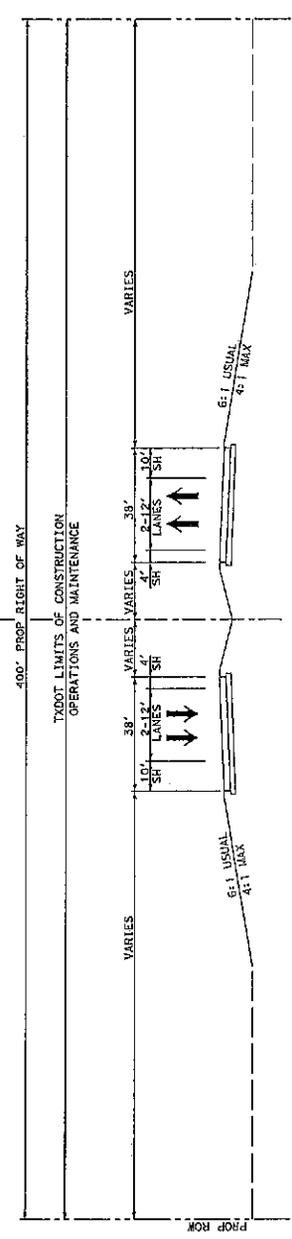
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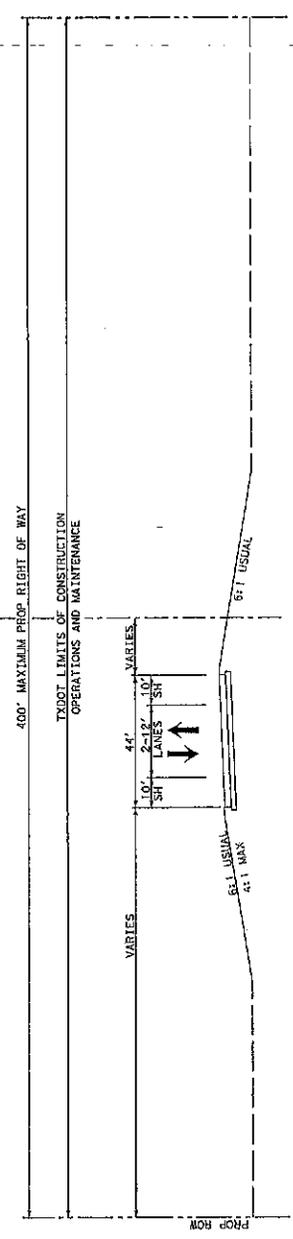


SH 249

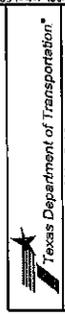


**MAINLANES - ULTIMATE**  
 FM 149 TO FM 1774 in GRIMES COUNTY  
 (N.T.S.)

SH 249

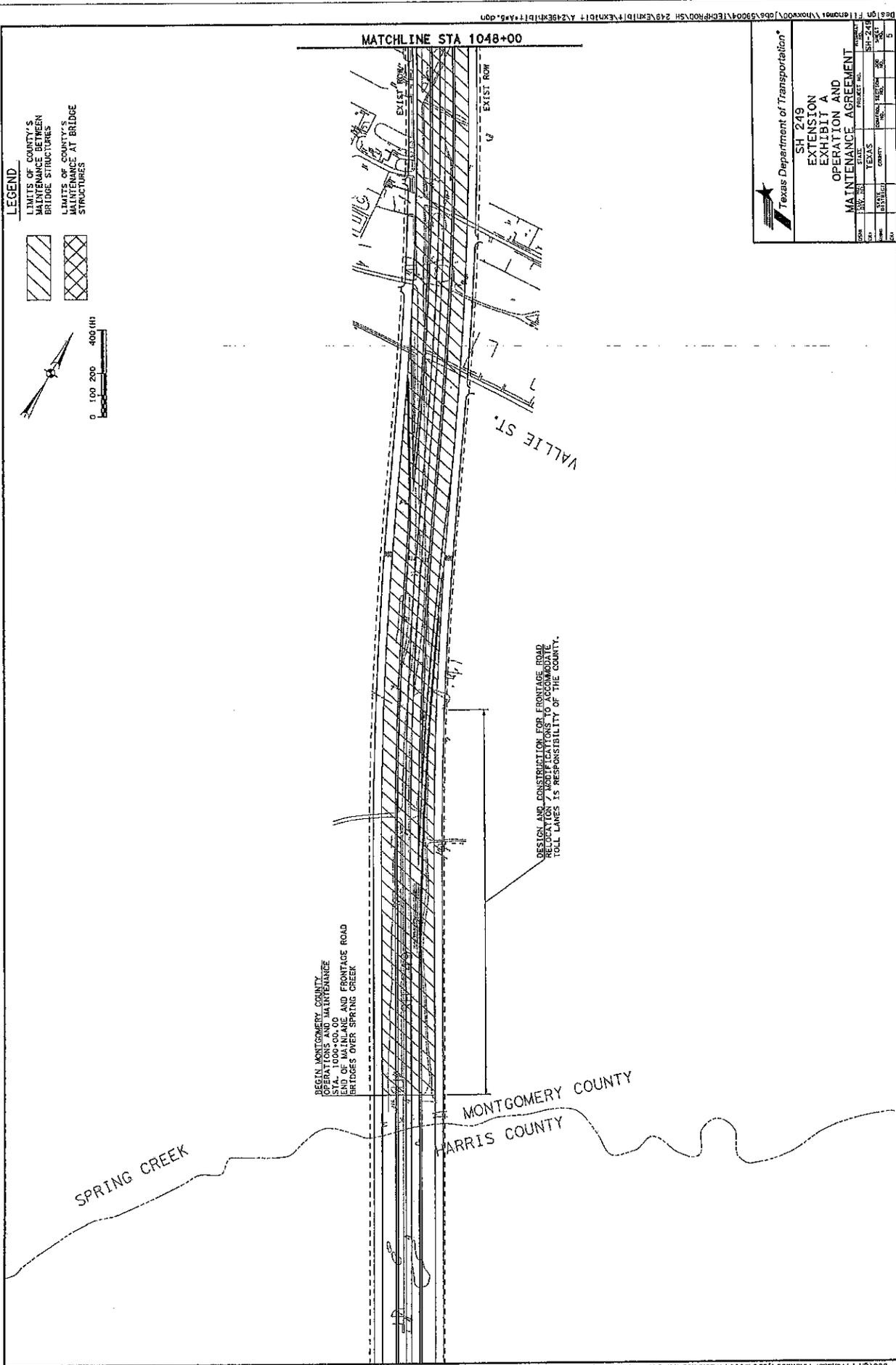


**MAINLANES - INITIAL ALTERNATIVE**  
 FM 149 TO FM 1774 in GRIMES COUNTY  
 (LIMITS OF 2-LANE SECTION FOR PAVEMENT AND BRIDGES  
 DEPENDENT ON FINANCIAL FEASIBILITY ANALYSIS)  
 (N.T.S.)



Texas Department of Transportation	
SH 249	
EXTENSION	
EXHIBIT A	
TYPICAL SECTIONS	
DATE	PROJECT NO.
BY	SH-249
CHECKED	STATE
DESIGNED	TEXAS
CONTRACT NO.	COUNTY
SECTION	SHEET
OF	OF





Texas Department of Transportation

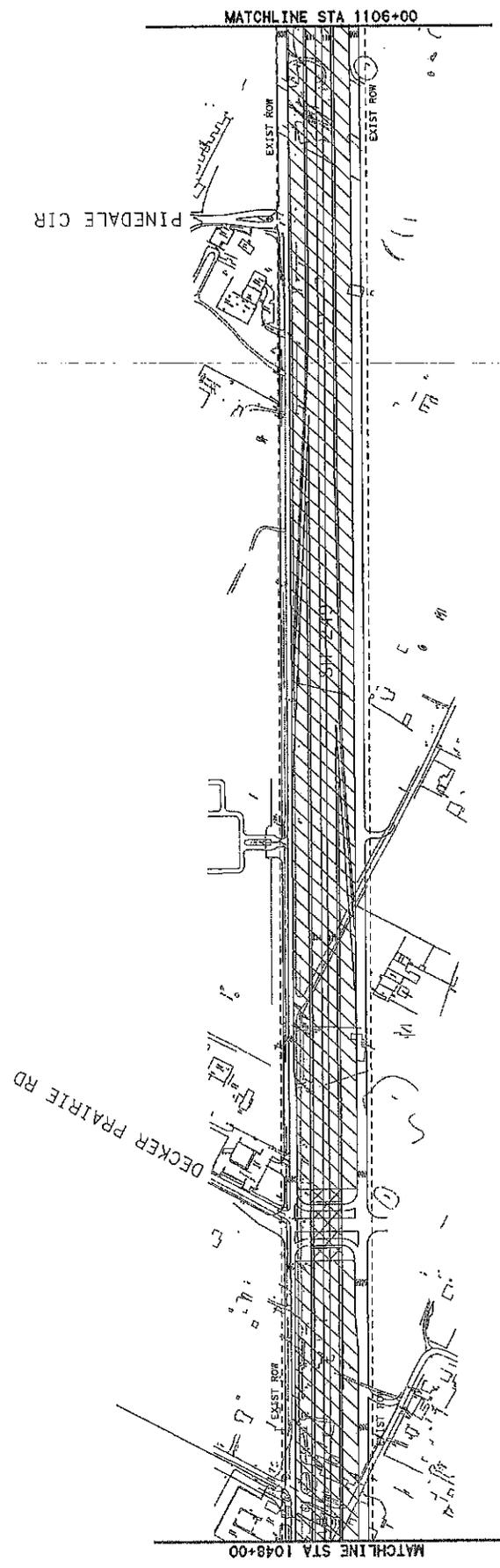
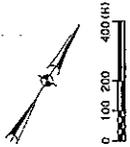
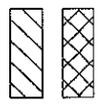
SH 249  
 EXTENSION  
 EXHIBIT A  
 OPERATION AND  
 MAINTENANCE AGREEMENT

DATE	STATE	PROJECT NO.	SECTION	POST MILE	POST MILE
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BY	COUNTY	PROJECT	SECTION	POST MILE	POST MILE
WMC	HARRIS	249-0001	001	1048+00	1048+00
IN	IN	IN	IN	IN	IN

**LEGEND**

LIMITS OF COUNTY'S  
MAINTENANCE BETWEEN  
BRIDGE STRUCTURES

LIMITS OF COUNTY'S  
MAINTENANCE AT BRIDGE  
STRUCTURES



Texas Department of Transportation

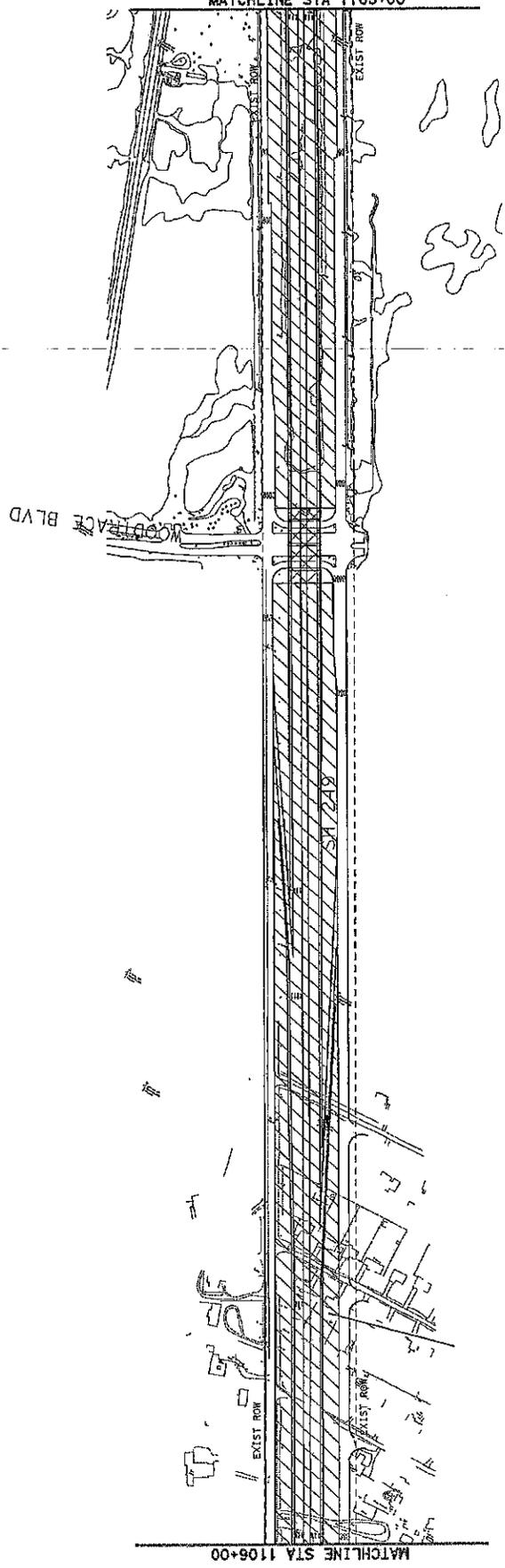
SH 249  
EXTENSION  
EXHIBIT A  
OPERATION AND  
MAINTENANCE AGREEMENT

DATE	NOV. 06	STATE	TEXAS	PROJECT NO.	1111
BY	W. J. ...	COUNTY	...	SECTION	...
BY	...	COUNTY	...	SECTION	...

Texas Department of Transportation  
 SH 249  
 EXHIBIT A  
 OPERATION AND  
 MAINTENANCE AGREEMENT

SECTION	PROJECT NO.	DATE	BY
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010			

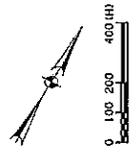
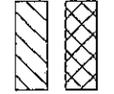
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**LEGEND**

LIMITS OF COUNTY'S  
 MAINTENANCE BETWEEN  
 BRIDGE STRUCTURES

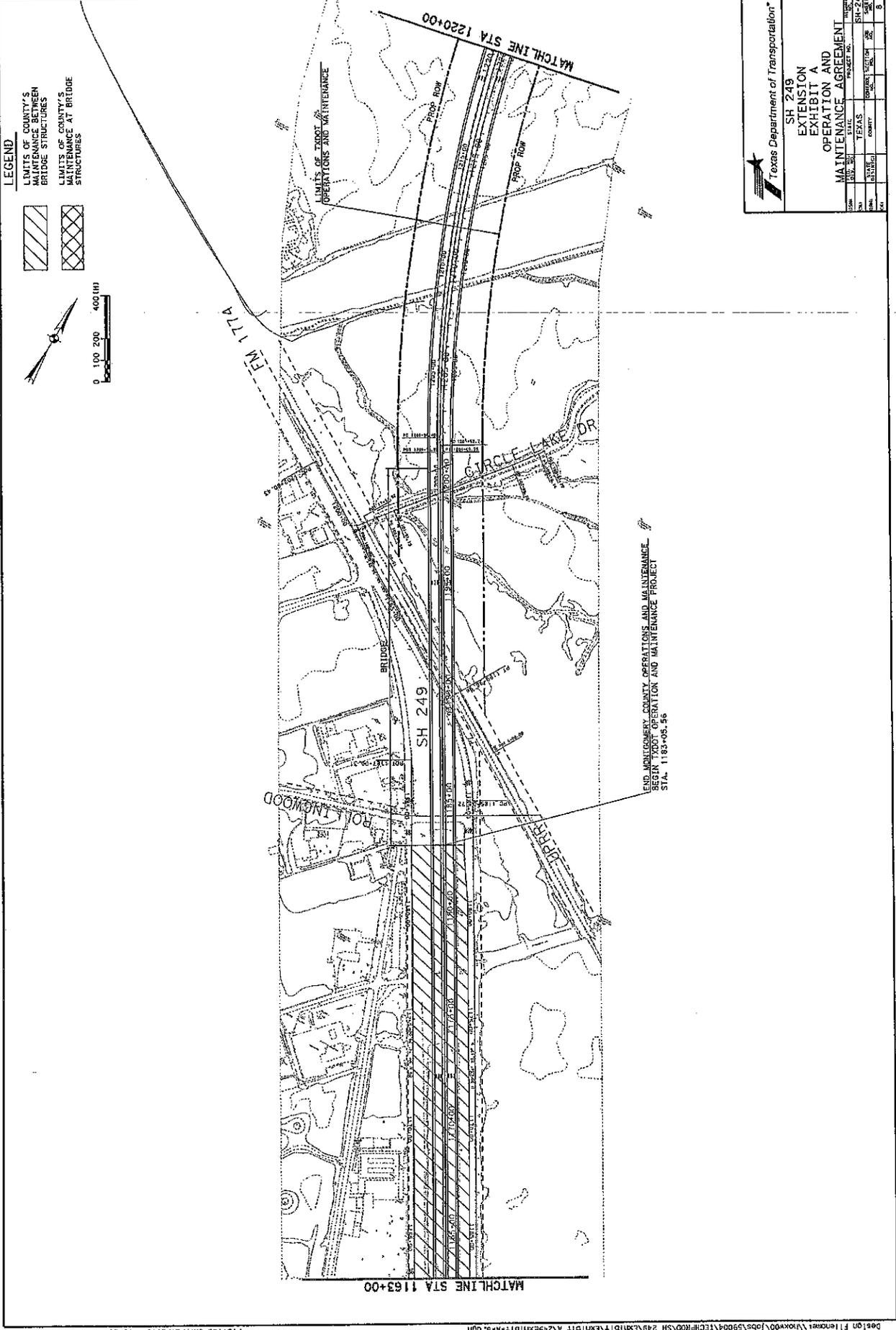
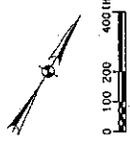
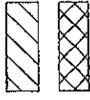
LIMITS OF COUNTY'S  
 MAINTENANCE AT BRIDGE  
 STRUCTURES



**LEGEND**

LIMITS OF COUNTY'S  
MAINTENANCE BETWEEN  
BRIDGE STRUCTURES

LIMITS OF COUNTY'S  
MAINTENANCE AT BRIDGE  
STRUCTURES



END MONTGOMERY COUNTY OPERATIONS AND MAINTENANCE.  
BEGIN TxDOT OPERATION AND MAINTENANCE PROJECT  
STA. 1185+05.46

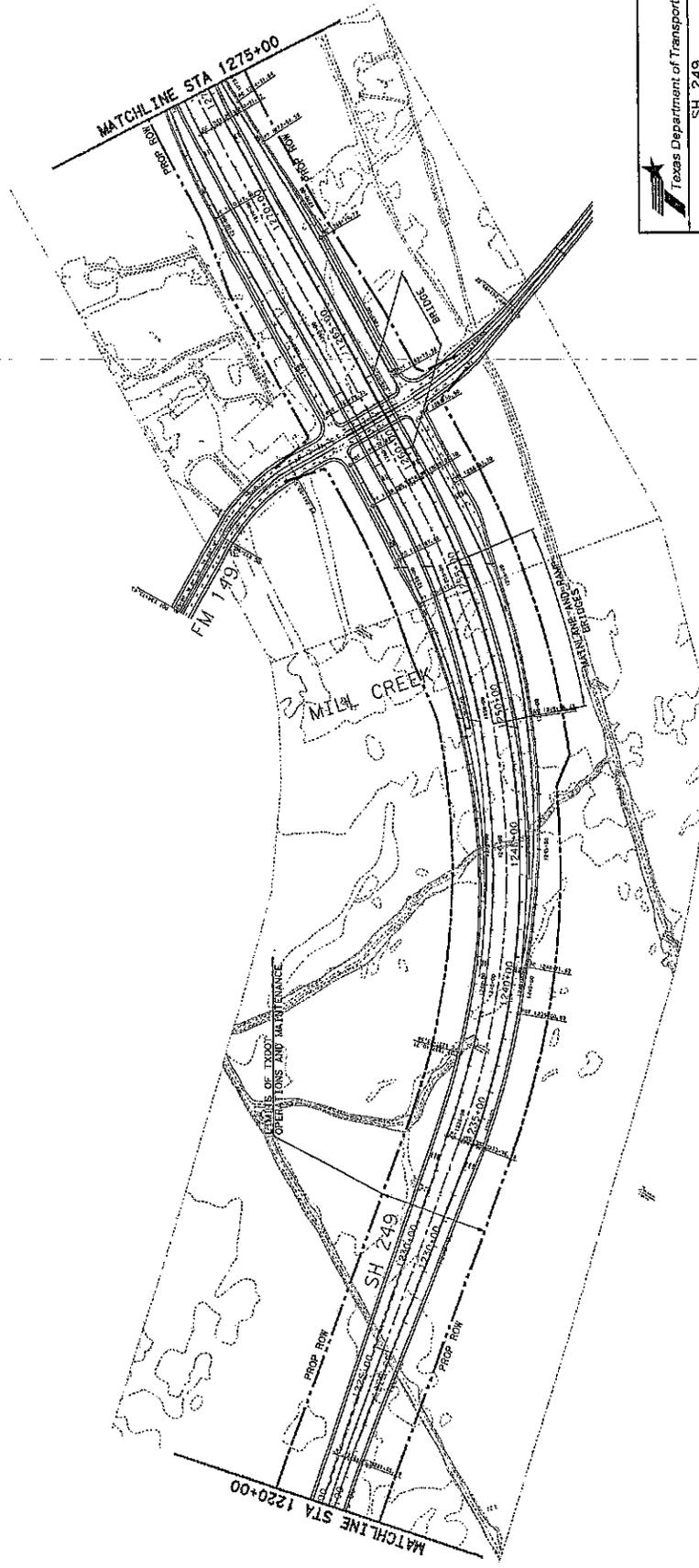
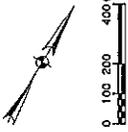
Texas Department of Transportation

SH 249  
EXTENSION  
EXHIBIT A  
OPERATION AND  
MAINTENANCE AGREEMENT

DATE	NOV 2011	STATE	TEXAS	COUNTY	ROBERTSON	SECTION	001	SHEET	10
PROJECT NO.									

**LEGEND**

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 LIMITS OF COUNTY'S MAINTENANCE BETWEEN BRIDGE STRUCTURES
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 LIMITS OF COUNTY'S MAINTENANCE AT BRIDGE STRUCTURES



Texas Department of Transportation

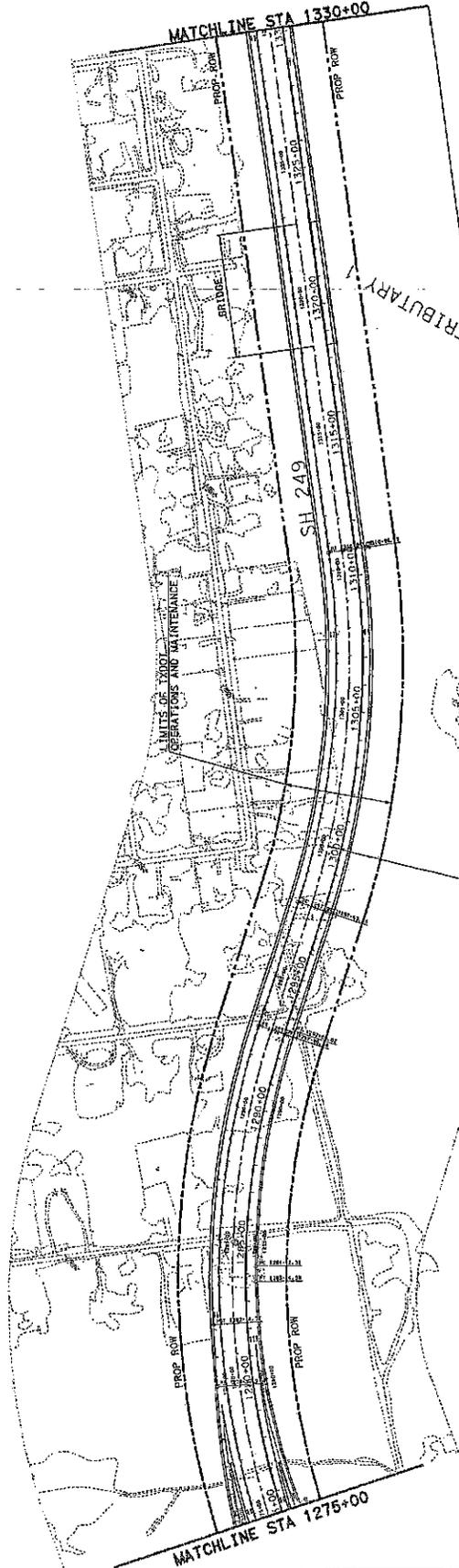
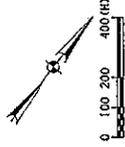
SH 249  
EXTENSION  
EXHIBIT A  
OPERATION AND  
MAINTENANCE AGREEMENT

PROJECT NO.	STATE	COUNTY	CONTRACT NUMBER	SECTION
SH-249	TEXAS			5

**LEGEND**

LIMITS OF COUNTY'S  
MAINTENANCE BETWEEN  
BRIDGE STRUCTURES

LIMITS OF COUNTY'S  
MAINTENANCE AT BRIDGE  
STRUCTURES



4-LANE UNIMPAVE OR 2-LANE INITIAL  
ALTERNATIVE DEPENDENT ON FINANCIAL  
FEASIBILITY ANALYSIS

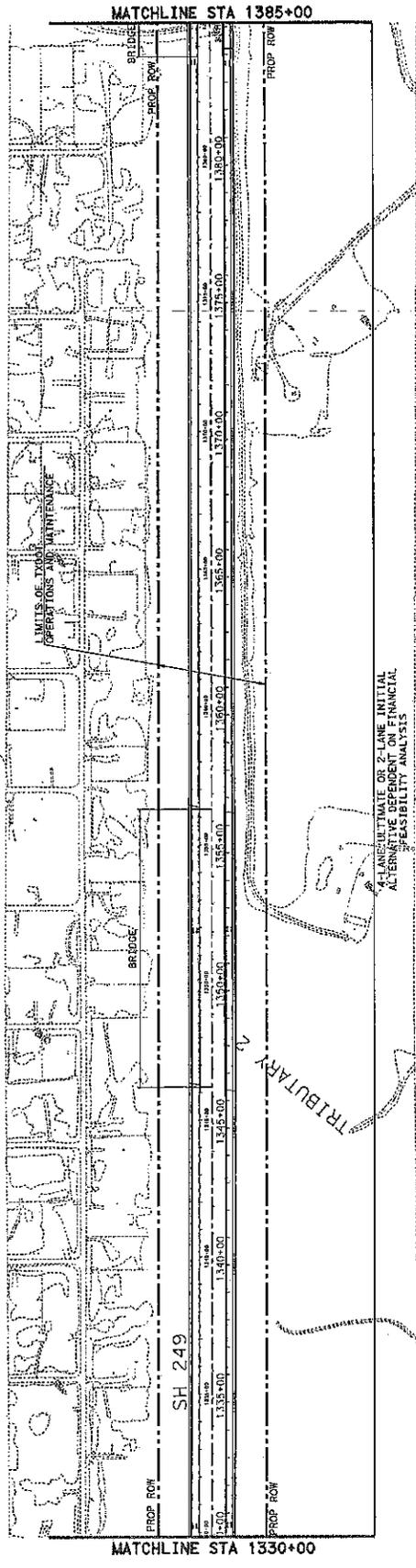
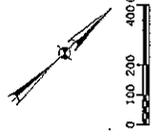
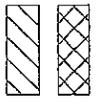


Texas Department of Transportation

SH 249  
EXTENSION  
EXHIBIT A  
OPERATION AND  
MAINTENANCE AGREEMENT

PROJECT NO.	SECTION	SHEET NO.	TOTAL SHEETS
STATE	COUNTY	CITY	
TEXAS			
DATE	BY	CHECKED	DATE
05/11/11			

**LEGEND**  
 LIMITS OF COUNTY'S  
 MAINTENANCE BETWEEN  
 BRIDGE STRUCTURES  
 LIMITS OF COUNTY'S  
 MAINTENANCE AT BRIDGE  
 STRUCTURES



4-LANE/ULTIMATE OR 2-LANE INITIAL  
 ALTERNATE SCHEMES BY FINANCIAL  
 FEASIBILITY ANALYSIS

Texas Department of Transportation  
 SH 249  
 EXTENSION  
 EXHIBIT A  
 OPERATION AND  
 MAINTENANCE AGREEMENT

DATE	BY	STATE	PROJECT NO.	NO. SHEET	OF SHEETS
08/11/11	08/11/11	TEXAS	0808010001	008	111
DESIGNED BY	CHECKED BY	APPROVED BY			

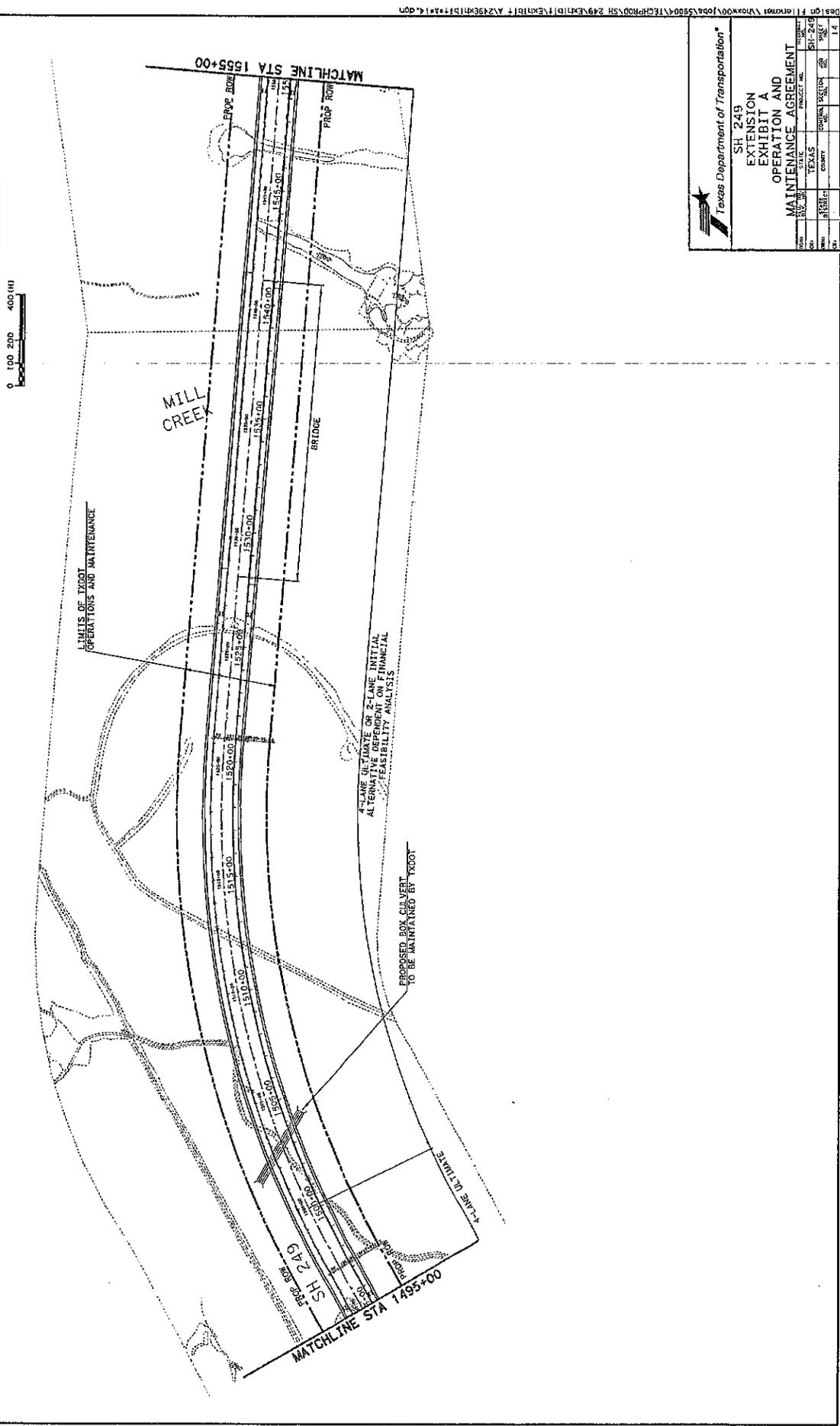
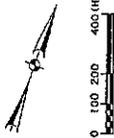




**LEGEND**

LIMITS OF COUNTY'S  
MAINTENANCE BETWEEN  
BRIDGE STRUCTURES

LIMITS OF COUNTY'S  
MAINTENANCE AT BRIDGE  
STRUCTURES

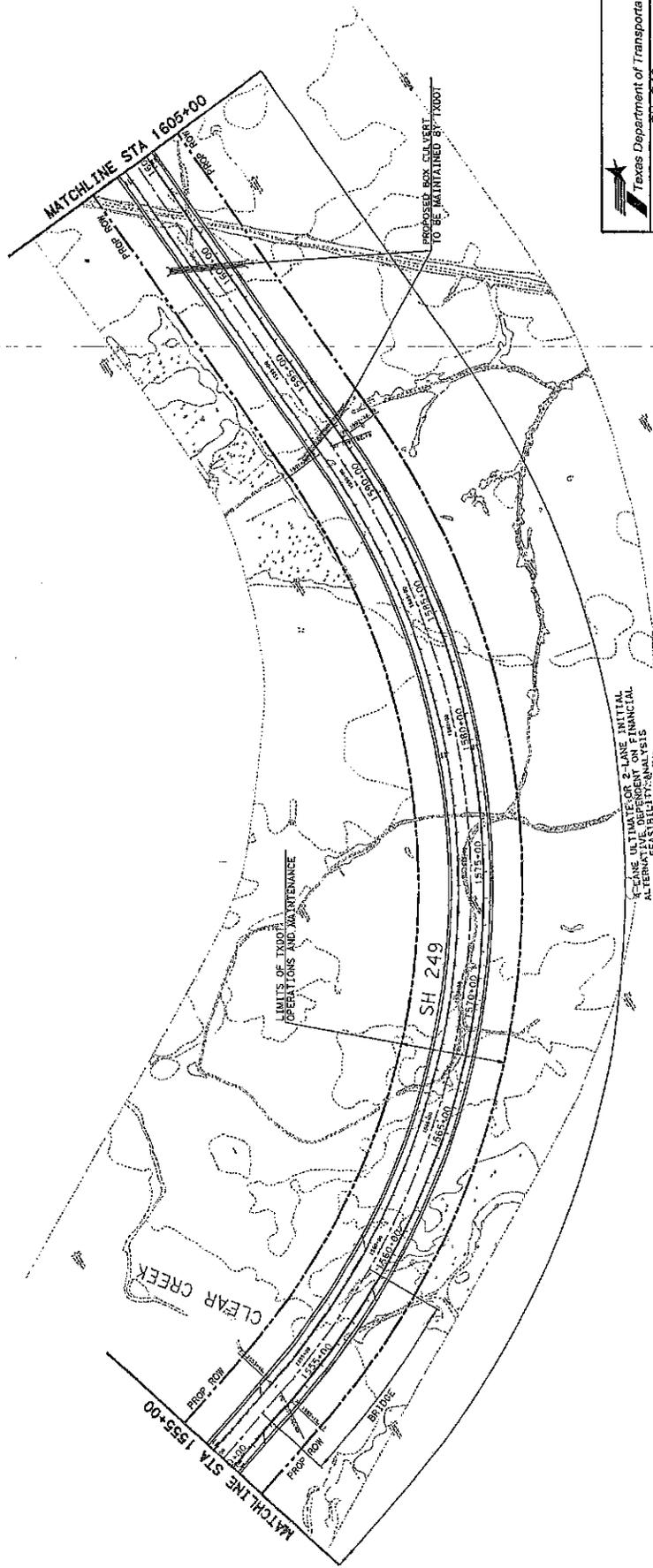
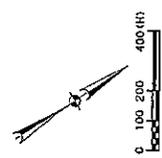
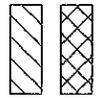


Texas Department of Transportation

SH 249  
EXTENSION  
EXHIBIT A  
OPERATION AND  
MAINTENANCE AGREEMENT

PROJECT NO.	STATE	COUNTY	SECTION	POST MILE
1317-00	TEXAS	RAZOR		1.4

**LEGEND**



Texas Department of Transportation  
**SH 249**  
 EXTENSION  
 EXHIBIT A  
 OPERATION AND  
 MAINTENANCE AGREEMENT

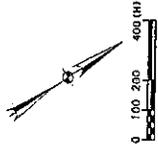
DATE	BY	STATE	COUNTY	PROJECT NO.	DATE	BY
01/21/2015	01/21/2015	TEXAS	015	SH-249	01/21/2015	01/21/2015



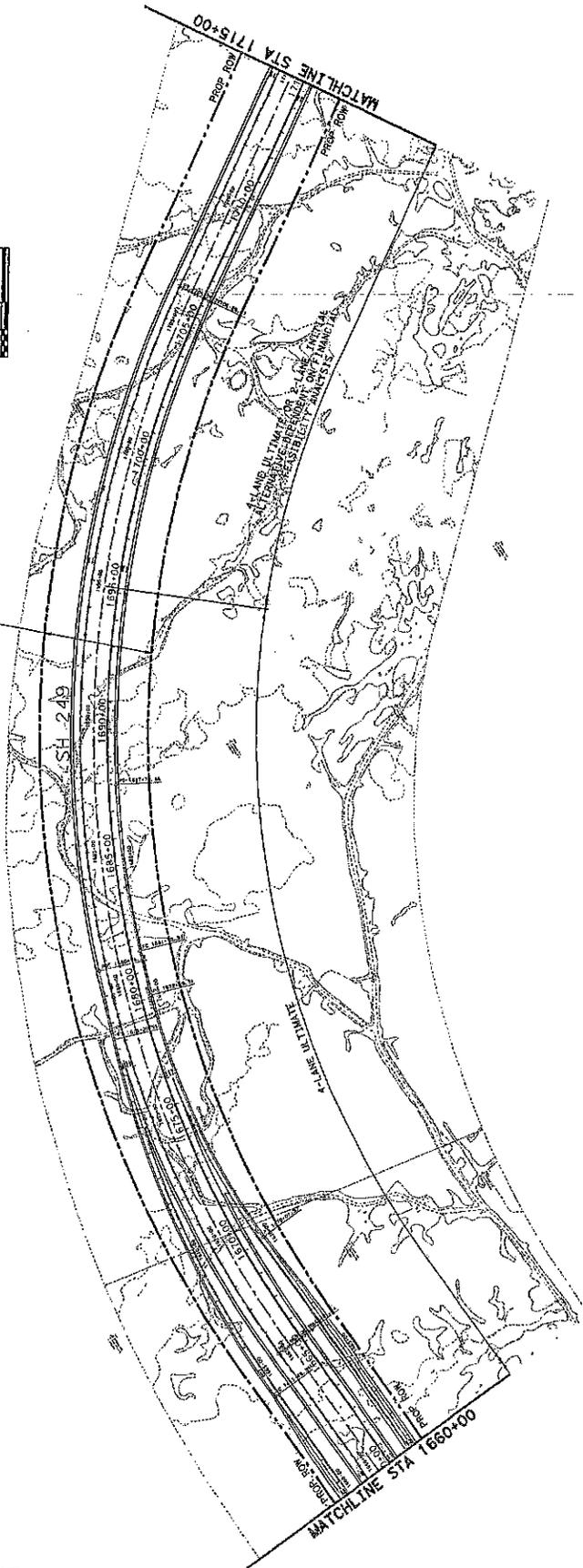
**LEGEND**

LIMITS OF COUNTY'S  
MAINTENANCE BETWEEN  
BRIDGE STRUCTURES

LIMITS OF COUNTY'S  
MAINTENANCE AT BRIDGE  
STRUCTURES



LIMITS OF ROAD  
OPERATIONS AND MAINTENANCE



Texas Department of Transportation  
 SH 249  
 EXTENSION  
 EXHIBIT A  
 OPERATION AND  
 MAINTENANCE AGREEMENT

DATE	REV. NO.	DATE	CONTRACT NO.	PROJECT NO.
STATE	COUNTY	DISTRICT	SECTION	SHEET
TEXAS				17

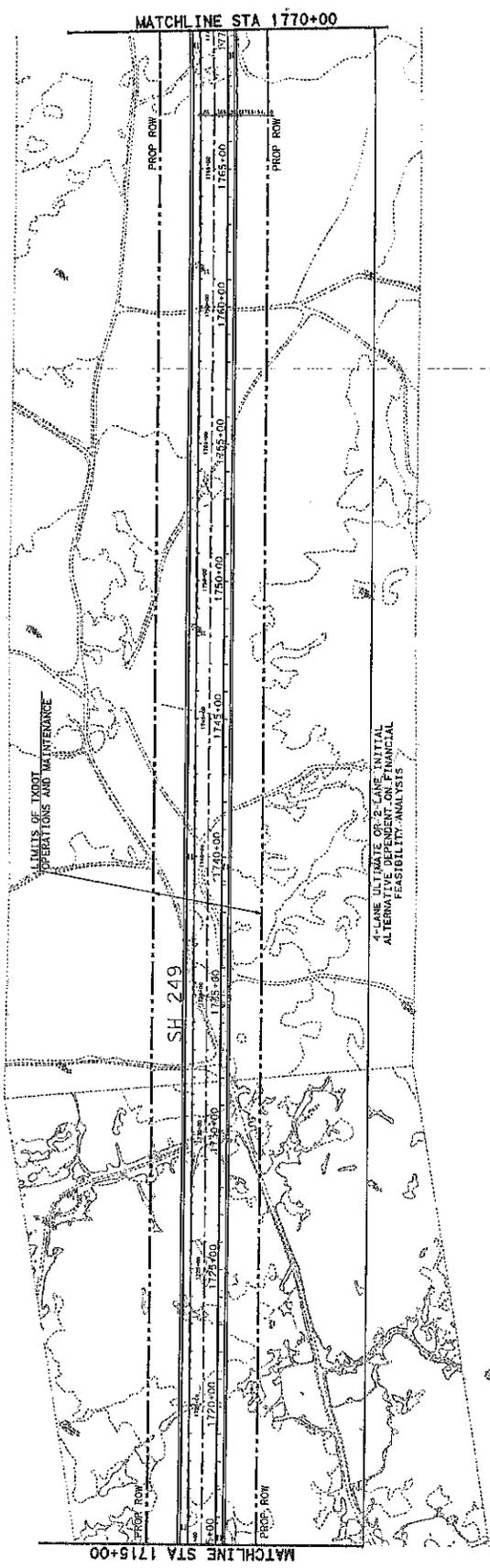
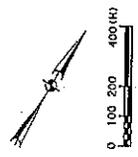
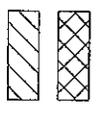
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Drawn by: [unclear]  
 Checked by: [unclear]  
 Design: [unclear]  
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 Plot File: [unclear]

**LEGEND**

LIMITS OF COUNTY'S MAINTENANCE BETWEEN BRIDGE STRUCTURES

LIMITS OF COUNTY'S MAINTENANCE AT BRIDGE STRUCTURES



MATCHLINE STA 1770+00

MATCHLINE STA 1715+00

Texas Department of Transportation

SH 249

EXTENSION

EXHIBIT A

OPERATION AND MAINTENANCE AGREEMENT

STATE	TEXAS	PROJECT NO.	SH 249
COUNTY	...	SECTION	...
CITY	...	SHEET	1B







**Exhibit "B"**

**[to be attached]**



WHEREAS, the development and construction of the SH 249 Project is critical to the Greater Houston region and essential for the future movement of people and goods through Grimes, Montgomery, Harris, and Brazos counties, and will bring jobs and economic development to the County and relieve congestion in the region;

WHEREAS, TxDOT has determined that the State of Texas will receive substantial benefits from toll road projects to be constructed, operated and maintained by the County, and as provided in this Agreement authorizing use of the State Highway Facility by the County for such purposes;

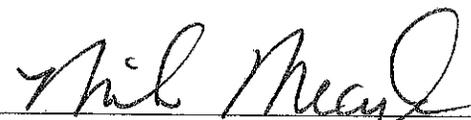
NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF MONTGOMERY COUNTY, TEXAS, the following:

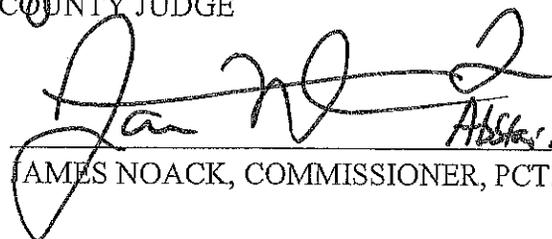
1. The Construction, Operation and Maintenance Agreement between Montgomery County, the Montgomery County Toll Road Authority and TxDOT in the form attached to this Resolution is approved (the "Agreement"); and
2. Craig Doyal, County Judge of Montgomery County, Texas is hereby appointed and authorized to execute the Agreement in multiple counterparts; and
3. Craig Doyal, County Judge of Montgomery County, Texas shall be authorized to act on behalf of Montgomery County, Texas, at the closing of the transaction, to deliver and sign documents, and accept receipt of all documents required to complete the Agreement.

PASSED AND APPROVED this 26<sup>th</sup> day of January, 2015.

MONTGOMERY COUNTY, TEXAS

  
CRAIG DOYAL, COUNTY JUDGE

  
MIKE MEADOR, COMMISSIONER, PCT. 1

  
JAMES NOACK, COMMISSIONER, PCT. 3

  
CHARILE RILEY, COMMISSIONER, PCT. 2

  
JIM CLARK, COMMISSIONER, PCT. 4