

COST PARTICIPATION AGREEMENT

RIGHT OF WAY

Crooks Road
South Boulevard Road to Auburn Road

City of Rochester Hills

BOARD Project No. 42271

THIS AGREEMENT made and entered into this 27th day of March,
2003 by and between the Board of Road Commissioners for the County of Oakland,
Michigan, hereinafter referred to as the BOARD, and the City of Rochester Hills,
hereinafter referred to as ROCHESTER HILLS, provides as follows:

WHEREAS, the BOARD, ROCHESTER HILLS, and the City of Troy, hereinafter
referred to as TROY, in cooperation with the Michigan Department of Transportation,
hereinafter referred to as MDOT, have agreed that it is necessary to program the widening
of Crooks Road, from Square Lake Road to Auburn Road, which improvements involve
roads under the jurisdiction of the BOARD and within ROCHESTER HILLS and TROY,
which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, Right of Way acquisition shall be necessary for the PROJECT, the cost
of which is estimated in the amount of \$2,385,000; and

WHEREAS, the BOARD has executed MDOT Contract 98-5144 for partial funding
of the Right of Way acquisition cost with federal program dollars under the Transportation
Economic Development Fund, Category C Program in the amount of \$1,000,000, and
anticipates additional TEDF funds in the amount of \$908,000, for a total amount of
approximately \$1,908,000; and

WHEREAS, in MDOT Contract No. 98-5144 the BOARD, as requesting party
therein, is the party financially responsible to MDOT to bear all Right of Way related cost in
excess of federal funds, hereinafter referred to as the LOCAL MATCH; and

WHEREAS, TROY shall forthwith undertake and complete the Right of Way
acquisition within the city limits of TROY, defined as the area of Crooks Road beginning at
the intersection of Square Lake Road northerly to the center line of the South Boulevard
Road intersection (the TROY segment); and

WHEREAS, the BOARD shall forthwith undertake and complete the Right of Way acquisition within the city limits of ROCHESTER HILLS, defined as the area of Crooks Road beginning at the center line of the South Boulevard Road intersection northerly to the intersection of Auburn Road (the ROCHESTER HILLS segment); and

WHEREAS, the cost of Right of Way acquisition in the ROCHESTER HILLS segment of the PROJECT is estimated at \$1,585,000, with the LOCAL MATCH for such segment estimated to be \$317,000, as shown on the attached Exhibit "A"; and

WHEREAS, the parties hereto have reached a mutual understanding regarding cost sharing for the LOCAL MATCH of the ROCHESTER HILLS segment, and wish to commit that understanding to writing in this Agreement.


NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between ROCHESTER HILLS and the BOARD that:

1. The parties hereto approve of the PROJECT concept, goals, intentions and cost estimates therefor.
2. The total actual acquisition is hereby defined as all costs necessary for the Right of Way acquisition work for the ROCHESTER HILLS segment, including engineering, appraisals, acquisition, legal, financing, the costs of technical guidance, and any other costs as may be incurred by the BOARD as a result of this Agreement.
3. The LOCAL MATCH for the ROCHESTER HILLS segment, estimated in the amount of \$317,000, shall be shared 50-fifty percent between ROCHESTER HILLS and the BOARD, as described in Exhibit A.
4. Under separate agreement, TROY, as lead agency, shall submit invoices to the BOARD for half of the LOCAL MATCH for TROY segment.
5. In the event the total actual Right of Way related costs within the ROCHESTER HILLS segment exceed the estimated Right of Way cost within said segment, the increased LOCAL MATCH shall be shared equally between the BOARD and ROCHESTER HILLS.

6. Upon execution of this Agreement, the BOARD shall submit an invoice to ROCHESTER HILLS for \$79,250 (being half of the ROCHESTER HILLS' share of the estimated LOCAL MATCH for the ROCHESTER HILLS segment).
7. The BOARD shall invoice ROCHESTER HILLS periodically as Right of Way acquisition work for the ROCHESTER HILLS segment progresses and additional cost accrues, after the initial payment has been expended.
8. The total actual amount of the LOCAL MATCH shall be determined from the records of the BOARD upon completion of State financial audits of the acquisition of Right of Way and a final determination of the federal funds used toward the Right of Way related costs. Final adjustments in the respective financial obligations of the parties hereto shall be made upon completion of the required audits. The BOARD shall submit to ROCHESTER HILLS a final invoice reflecting the total actual cost and the remainder of its share, if any.
9. ROCHESTER HILLS represents herein that funds are available to pay its obligation under this agreement and upon receipt of said invoice, shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS FOR THE
COUNTY OF OAKLAND
A Public Body Corporate

By 
Brent O. Bair
Its Managing Director

CITY OF ROCHESTER HILLS


By 
Pat Somerville
Its Mayor

EXHIBIT A

RIGHT OF WAY

Crooks Road

South Boulevard Road to Auburn Road

In The

City of Rochester Hills

BOARD Project No. 42271

Project Description: Widening from 2 to 4 lanes of Crooks Road from Square Lake Road to Auburn Road; and all together with necessary related work in the Cities of Rochester Hills and Troy.

ESTIMATED COST FOR THE ROCHESTER HILLS SEGMENT

Estimated Right of Way acquisition Cost (100%)	\$1,585,000
Less Estimated Federal Funds (80%)	<u>(1,268,000)</u>
Estimated Total LOCAL MATCH (20%)	<u>\$ 317,000</u>

ESTIMATED LOCAL MATCH FOR THE ROCHESTER HILLS SEGMENT
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BOARD (10%)	\$ 158,500
ROCHESTER HILLS (10%)	\$ 158,500