



# LANDSCAPE MAINTENANCE AGREEMENT

Form 2043  
(Rev. 10/18)  
Page 1 of 3

**THE STATE OF TEXAS**

**THE COUNTY OF TRAVIS**

This AGREEMENT made this 11 day of December, 2023, by and

between the Texas Department of Transportation, hereinafter referred to as the "State," and the Town of **Prosper**, **Collin** County, Texas, acting by and through its duly authorized officers, hereinafter called the "Town".

## WITNESSETH

**WHEREAS**, Chapter 311 of the Transportation Code gives the Town exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the Town to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

**WHEREAS**, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

**WHEREAS**, the State and the Town have entered into a Municipal Maintenance Agreement dated **September 6, 1994**, the provisions of which are incorporated herein by reference, and wherein the Town has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

**WHEREAS**, the State has existing and proposed landscape improvements, such as but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the Town as shown on Attachment "A"; and

**WHEREAS**, the State will provide funding for such landscape improvements, provided that the Town agrees to be responsible for the installation and all required maintenance of the landscape improvements.

**WHEREAS**, the State reserves the right to perform maintenance and/or construction activities at this location in the future. The Town shall indemnify and save harmless the State and its representatives against any claims arising from these activities.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

### **Contract Period**

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

### **Coverage**

This agreement prescribes the responsibilities of the State and the Town relating to the installation and maintenance of landscape improvements and scenic enhancements on **US380**, controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in attachment A, the location map for this project, and limited to the portions on **US380 from Mahard Pkwy to SH289, and from SH 289 to South Lovers Lane.**

### **Amendment**

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

### **State's Responsibilities**

The State may install landscape elements including but not limited to trees, shrubs, groundcovers, grasses, and irrigation systems (sidewalks and hardscape features, will not be funded in accordance with the Green Ribbon Program) through its employees or duly appointed agents.

### **Town's Responsibilities**

The Town may install landscape enhancements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards and must be approved by the State in writing prior to any work being performed.

The Town shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The Town will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing

condition.

The Town shall hold the State harmless for any future maintenance in an established planting location. The Town may submit a Green Ribbon application to repair damages incurred by these works.

**TERMINATION**

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the Town terminate this agreement, as prescribed here above, the Town shall, at the option of the State, reimburse any reasonable costs incurred by the State.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures, the Town of Prosper on the 11 day of December, year 2023, and the Texas Department of Transportation, on the 14th day of December, year 2023.

**ATTEST:**

**THE STATE OF TEXAS**

  
(Signature)

TOWN OF PROSPER

By Mario Canizres  
(Town Manager)

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

DS  
AD

DS  
DM

DocuSigned by:  
By JEFFREY BUSH  
Jeffrey Bush  
Dallas District Director of Operations

**List of Attachments:**

Attachment A – Landscape Improvements – Project Location Map

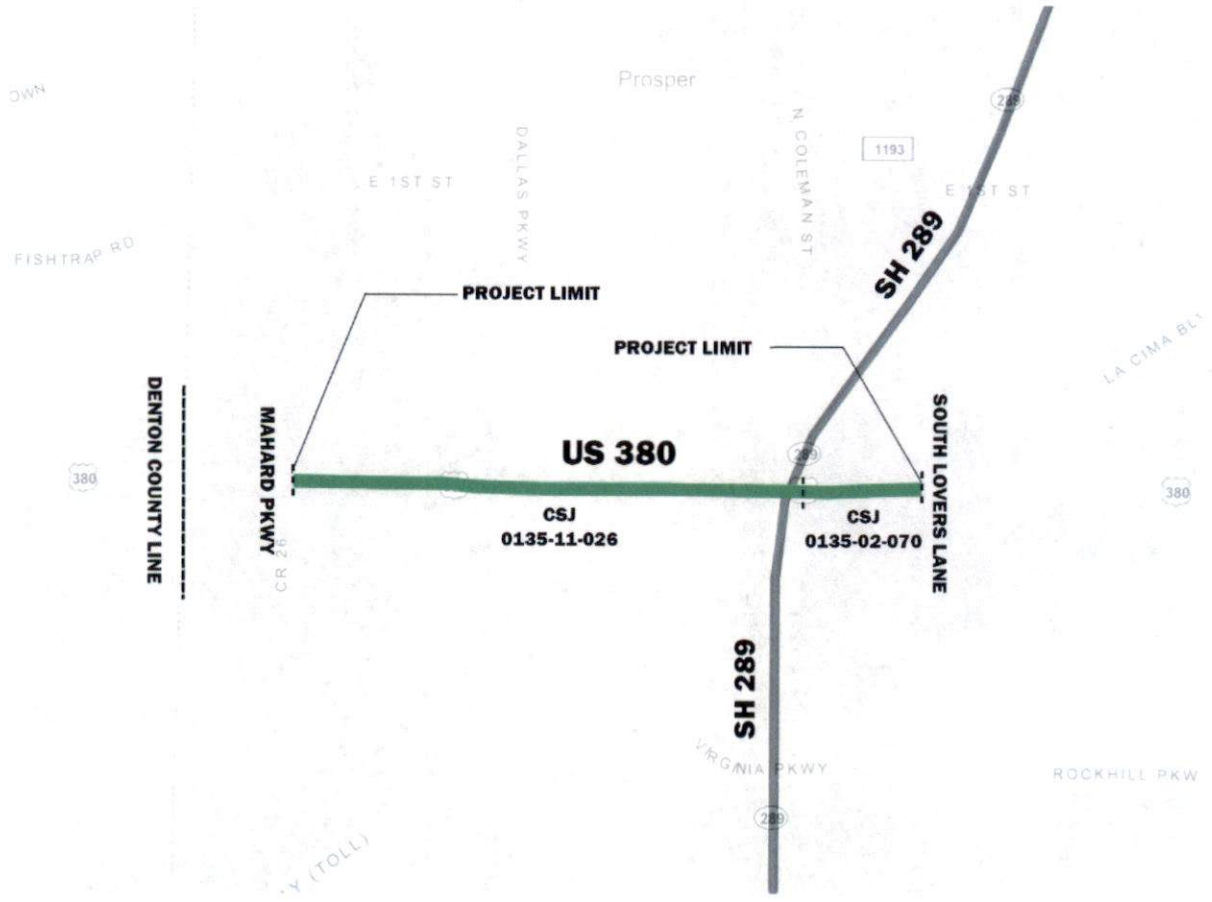
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# ATTACHMENT A

## Project Location Map

CCSJ 0135-02-070

CSJ's 0135-11-026



**TOWN:** OF PROSPER, TEXAS

**FUNDING SOURCE:** GREEN RIBBON

**PROJECT DESCRIPTION:** LANDSCAPE ENHANCEMENTS AND IMPROVEMENTS TO INCLUDE TREES, SHRUBS, GROUNDCOVERS, AND IRRIGATION

**PROJECT LIMITS:**

On US380 from Mahard Pkwy to SH289, and from SH 289 to South Lovers Lane.