Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

August 21, 2013

CONTACT: Project Development and Support
Pharr, District

U-Number: **U-13666**
Utility Adjustment, (LUP) Determination of Upper Limits
AEP Texas Central Co.
Federal Project No.: STP 1102 (025) MM
RCSJ No.: 0862-01-048
CCSJ No.: 0862-01-047
County: Hidalgo
Highway: FM 2221

L&G Engineering c/o Hidalgo County Precinct No. 3
2100 West Expressway 83
Mission, Texas 78572

Attention: Mr. Robert Macheska

Dear Mr. Macheska,

This letter, serves as the notice of an approved utility adjustment Local Utility Process (LUP) Determination of Upper Limits. Hidalgo County may now execute the LPA Standard Utility Agreement (SUA) with AEP Texas Central Co (AEP-TCC). This adjustment is 100 % percent reimbursable for all eligible costs estimated in the amount of $ 129,085.93. Reimbursement will be made to Hidalgo County upon completion of Audit and demonstration that the County has paid the utility (Form ROW-U-45). State cost participation will be based on Statute 23CFR 645A. All quantities in the estimate portion of the agreement are preliminary. Final quantities and participation will be based upon actual scope of work performed.

The owner AEP-TCC acknowledges and fully accepts responsibility and liability for the design, construction, maintenance, and operation of this proposed adjustment. If during or after construction of AEP-TCC facilities, a modification is necessary due to a revision of the utilities plans. Your office/Hidalgo County should be notified prior to the implementation of the change. Any required revisions to the scope of work must be included in an amendment. The amendment must be prepared in advance and presented to the State for consideration prior to any work being preformed. Also, the amendment must be executed and incorporated into the existing executed SUA.

All costs should be clearly defined and indicated in a line item format that should match the items shown in the original cost estimate. All major items should be supported by contractor invoices. Your final billing will need to compare the estimated quantities and cost to the actual quantities and cost. Then an explanation of any overruns or underruns in the quantities or cost will need to be provided. The date construction began and ended should also be submitted with your final billing along with the address and telephone number of the location where the records may be audited.

If you have any questions, please contact Pat González of this office at (956) 702-6176.

Sincerely,

Evan Roberts, P.E.
Pharr District, Project Development and Support

er:pg
cc: Honorable Ramon Garcia, Hidalgo County Judge
Honorable Joe Flores, Commissioner, Hidalgo County Pct. 3
Jacinto Garza, P.E., L&G
Pedro Alvarez, P.E. Pharr District, Deputy District Engineer
Homer Bazan, Jr. P.E. Pharr District, Director of Transportation Planning and Development
Norma Y. Garza, P.E. Pharr District, Advanced Planning / Project Management Supervisor
Valente Olivarez, Jr. P.E. Pharr Area Engineer
Griselda Saldivar, P.E. Pharr District, Project Manager

L&G Engineering
Transportation Consultants

August 6, 2013

Texas Department of Transportation, Pharr District
Attn: Patrick Gonzalez, Utility Coordinator
PO Box 1717
Pharr, TX 78577-1717

County: Hidalgo
Federal Project No.: STP 1102(025)MM
Highway: FM 2221

U13666
ROW CSJ: 0862-01-048
From: 0.25 Miles W of Moorefield Road
To: FM 681

RE: AEP Compensable Utility

Dear Mr. Gonzalez,

This letter, together with the attached documents, is to request a DETERMINATION OF UPPER LIMITS for compensable utilities related to the FM 681/2221 project in Hidalgo County, Texas.

AEP Texas Central Company has prepared the attached package and has requested Hidalgo County (County) execute the LPA STANDARD UTILITY AGREEMENT (Section 7a). The agreement states that the County will reimburse the eligible costs as pre-approved by TxDOT. Your pre-approval, through the DETERMINATION OF UPPER LIMITS, will be required before execution by the County.

If you have any questions, please contact me at (956) 585-1909 or toll free at 1-866-585-1909.

Sincerely,

Robert Macheska, P.E., CFM
Project Manager

cc: Honorable Ramon Garcia, Hidalgo County Judge
Honorable Joe Flores, Commissioner, Hidalgo County Pct. #3
Norma Garza, P.E., TxDOT
Griselda Saldivar, P.E., TxDOT
Frank J. Pritzlaff, P.E., AEP
Jacinto Garza, P.E., L&G
Behrooz Badiozzamani, P.E., L&G

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

AMERICAN ELECTRIC POWER

American Electric Power
212 E. 6th Street
Tulsa, OK 74119
AEP.com

July 24, 2013

Mr. Joe A. Califa, AICP
L & G Engineering
R-O-W Department
900 RR 9
Mission, TX 78572

Dear Mr. Califa:

RE: ROW CSJ No.: 0862-01-046
Highway No.: FM 2221
Contract No.: U-13666
Bates – N. Edinburg Pole Relocation
AEP W.O. No. 41899735-02
Determination of Upper Limits Submittal

Enclosed please find two (2) AEP executed originals of all documents required by TxDOT for Determination of Upper Limits and reimbursable work.

Please do not hesitate to contact me at (918) 599-2695 should you have any questions or need additional information.

Sincerely,

Frank J. Pritzlaff, P.E.
Project Manager
American Electric Power
Transmission Engineering and Project Services
212 E. Sixth Street, 4NW
Tulsa, OK 74119-1295

cc: N. Curiel
G. Hagar
L. Ordner
M. Ahmed

Enclosures

SECTION 7a.

LPA STANDARD UTILITY AGREEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

LPA STANDARD UTILITY AGREEMENT

FM 681 AEP TEXAS CENTRAL COMPANY TRANSMISSION TOWER ADJUSTMENT, REMOVAL, AND/OR REPLACEMENT

This agreement is made by and between the County Of Hidalgo, Texas hereinafter referred to as "County" and *AEP Texas Central Company,* hereinafter referred to as "Utility", acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the County.

WHEREAS, the State of Texas has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration located on the highway as indicated above;

WHEREAS; the County is a county in the State of Texas;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: *Relocation of a Transmission Tower* to accommodate the proposed roadway widening being performed by the Texas Department of Transportation and more specifically shown in the Utility's plans, specifications and estimated costs, which are attached hereto in Attachment "A";

WHEREAS, the County, in receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain facilities located upon lands as indicated in Attachment "A";

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally bound, the County and the Utility agree as follows:

1. The County will pay the Utility all eligible actual costs which are incurred in the adjustment, removal, and/or relocation of the Utility's facilities.

2. The Utility agrees that all conduct under this agreement, including but not limited to the adjustment, removal, and/or relocation of the facility, the development of reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. The Utility agrees to supply, upon request by the County, proof of compliance with the aforementioned laws, rules and regulations prior to commencement of construction.

3. The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the County, or may, with the County's written approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the Utility. The bill for the work hereunder will be submitted to the County not later than ninety (90) days after completion of the work.

4. Upon execution of this agreement by both parties hereto, the County will, by written notice, authorize the Utility to proceed with the necessary adjustment, removal, and/or relocation. The Utility agrees to proceed in a diligent manner and will take all prudent actions to avoid delay or interference with the highway construction.

5. The Utility will endeavor to perform this work at its earliest window of opportunity.

6. The County will, upon satisfactory completion of the relocation or adjustment, receipt of a proper certification by the Utility that the work has been completed in accordance with the approved plans and specifications, receipt and verification of the bill prepared in an approved form and manner, and pre-approval by TxDOT, make payment to the Utility.

7. This agreement in its entirety consists of the following:

    a. LPA Standard Utility Agreement;
    b. Plans of Adjustment (color coded), Specifications, and Estimated Costs (Attachment "A")(2 Originals);
    c. Statement Covering Contract Work – TxDOT ROW-U-48 (Attachment "B")(2 Originals);
    d. Schedule (Start & End Dates)
    e. Proof of Property Interest – TxDOT ROW-U-1A (Attachment "C")(2 Originals and 1 copy of recorded instrument);
    f. Eligibility Ratio(Attachment "D")(2 Originals),
    g. Cost Comparison (if Betterment) (Attachment "D")(2 Originals),
    h. Betterment Statement (Attachment "D")(2 Originals),
    i. Quit Claim Deed – TxDOT ROW-U-30 (Attachment "E")(2 Originals), if applicable,
    j. Joint Use Agreement (Attachment "F")(2 Originals), if applicable.

    All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the County.

8. The Utility agrees to provide "as-built" plans to the County within sixty (60) days of the completion of the work.

9. This agreement is subject to immediate cancellation by the County at any time up to the date that work under this Agreement has been authorized and that such cancellation will not create any liability on the part of the County.

10. The Utility by execution of this agreement does not waive any of the rights which the Utility may have within the limits of the law.

11. It is expressly understood that the Utility conducts the adjustment, removal, and/or relocation using its own methods, and that the Utility agrees to indemnify and hold the County harmless for any and all damages and attorney's fees caused by the Utility's actions and/or conduct.

12. The Utility affirms that it has the authority to enter into this agreement, and that it has obtained the approval, if necessary, from any bankruptcy court exercising jurisdiction over the Utility.

13. Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be(i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Utility: AEP Texas Central Company
Attention: Frank J. Pritzlaff, Project Manager
212 E. 6th Street, 4th Floor
Tulsa, OK 74119-1295

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Joe Flores, Commissioner, Precinct No. 3
724 N. Breyfogle
Mission, Texas 78574

14. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all

purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

15. Additional Documents: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

16. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas

17. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

18. Assignment: This Agreement shall not be assignable.

19. Headings. The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

20. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

21. Authority to Execute. The execution and performance of this Agreement by the Utility and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Utility and County in accordance with its terms.

22. Governmental Purpose. Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

23. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the

expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

24. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

AEP TEXAS CENTRAL COMPANY

By: _____
AEP Texas Central Company
Authorized Agent

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

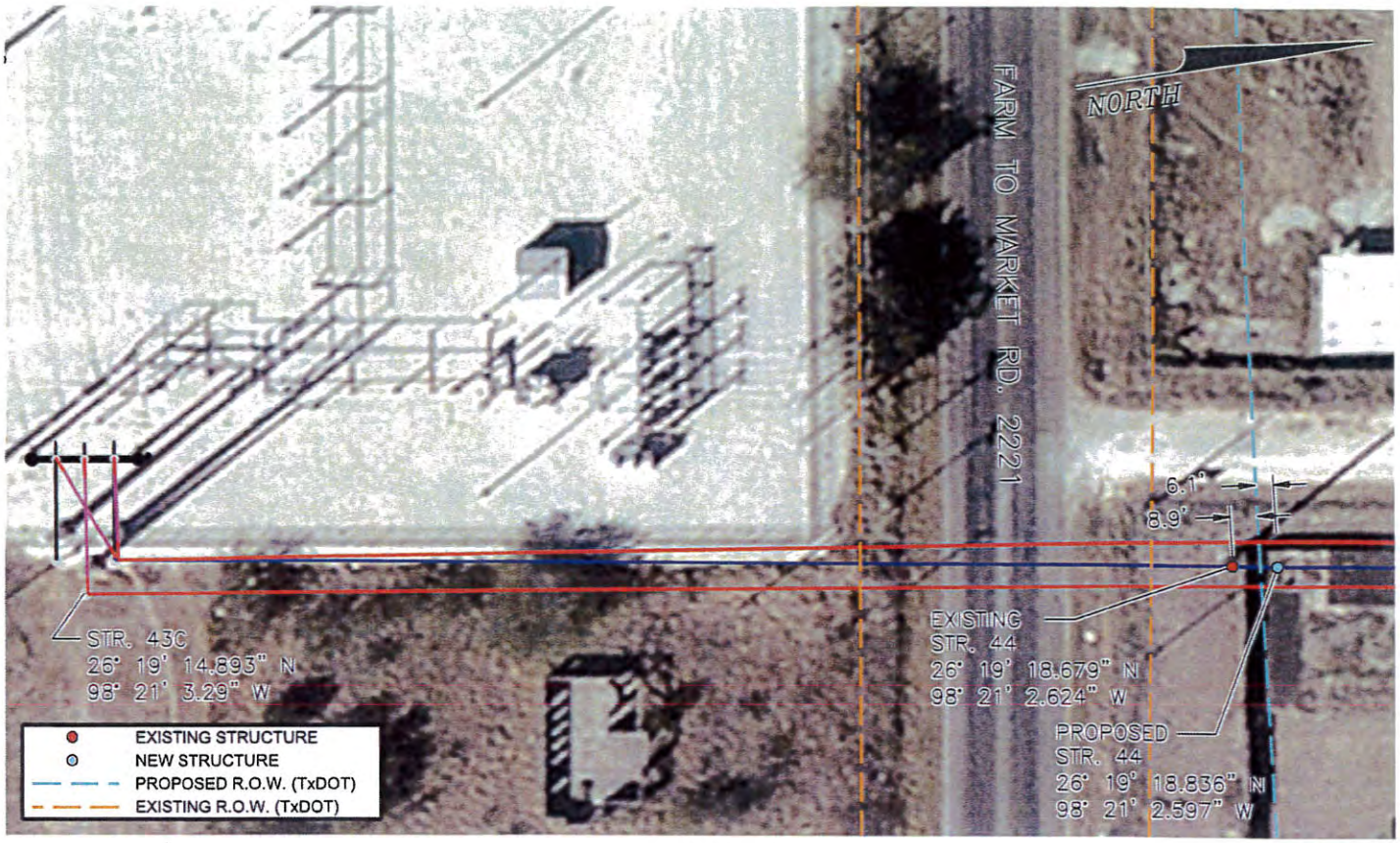
APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

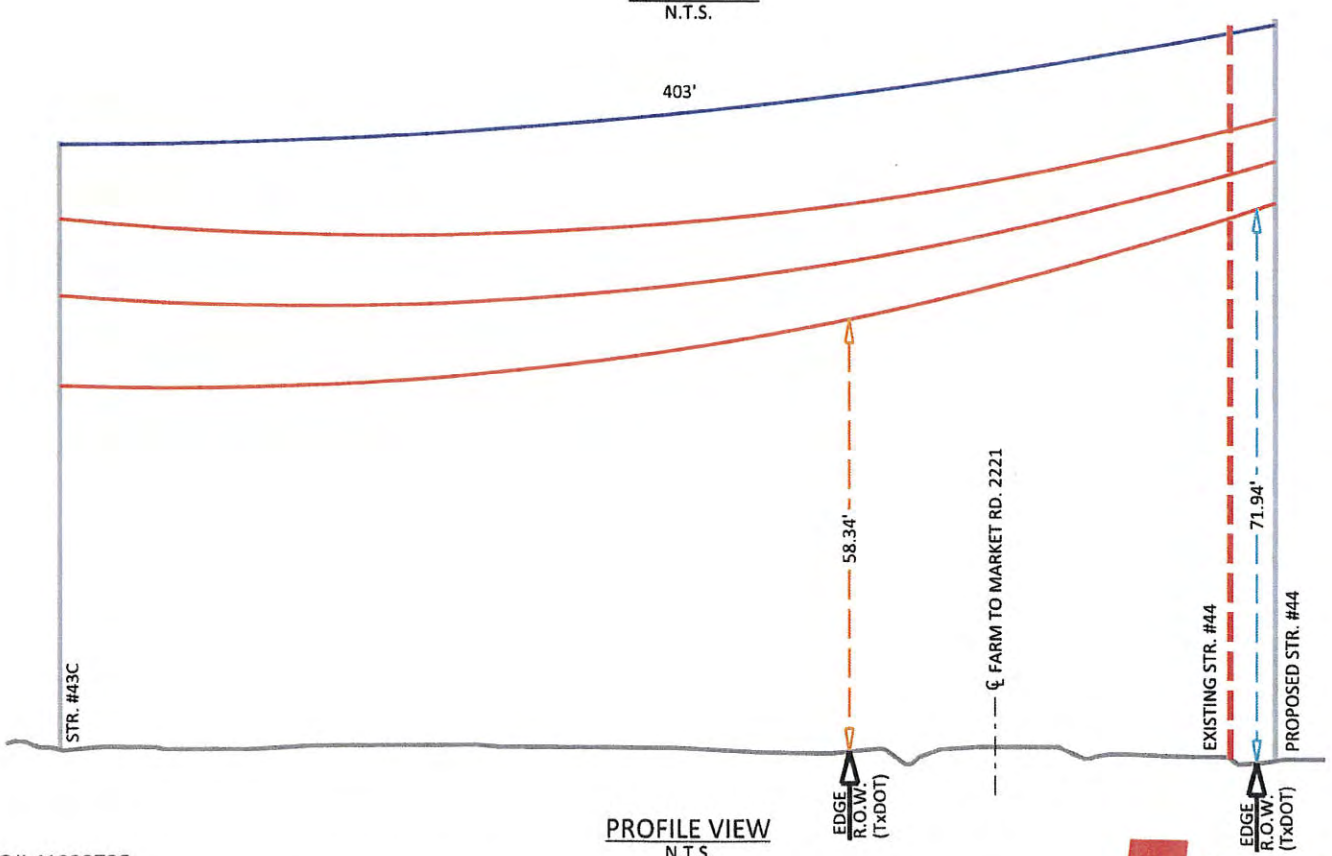
By: _____
Stephen L. Crain

SECTION 7b.

PLANS OF ADJUSTMENT, SPECIFICATIONS, AND ESTIMATED COSTS



PLAN VIEW
N.T.S.



PROFILE VIEW
N.T.S.

WO# 41899735

AEP AMERICAN ELECTRIC POWER

BATES - N. EDINBURG TxDOT RELOCATE

SCALE: N.T.S.	ENG. MA	DR. CLB	DATE: 3/13/2013	DWG. NO. 2221 CROSSING	REV

Initials

9/10/13
Date

Attachment "A"
STANDARD AGREEMENT COST ESTIMATE
U-NUMBER: U13666
UTILITY: AEP Texas Central Company
HWY: FM 2221
ROWCSJ: 0862-01-046
March 19, 2013

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	$	$
Engineering	1	Project Manager	Hours	40	$ 70.00	$ 2,800.00
	2	Design Engineer	Hours	200	$ 50.00	$ 10,000.00
	3	Travel Expense (Air Travel, Hotel, etc)	Trip	2	$ 1,110.00	$ 2,220.00
Materials	1	Hardware Assemblies	EA	1	$ 4,000.00	$ 4,000.00
	2	Anchor Bolt Assembly	EA	1	$ 5,100.00	$ 5,100.00
	3	Stores Expense	Project	1	$ 728.00	$ 728.00
Contract Labor	1	Project Planning	Hours	4	$ 100.00	$ 400.00
	2	Site Preparation (Clearing, grubbing, etc.)	Hours	100	$ 175.00	$ 17,500.00
Company Labor*	1	Mobilization	Hours	10	$ 1,000.00	$ 10,000.00
	2	Structure Removal	EA	1	$ 1,000.00	$ 1,000.00
	3	Structure Erection	EA	1	$ 1,000.00	$ 1,000.00
	4	Foundations	Cu. Yd.	15	$ 725.00	$ 10,875.00
	5	Cleanup	Hours	20	$ 100.00	$ 2,000.00
	8	Transmission Services Labor	Hours	100	$ 60.00	$ 6,000.00
	7	Inspection (Construction Project)	Hours	100	$ 60.00	$ 6,000.00
		Inspection Expenses				
	8	Per Diem (Meals/Hotel)	Days	10	$ 123.00	$ 1,230.00
	9	Vehicle Expenses	Hours	106	$ 11.00	$ 1,170.00
Survey (Contract Labor)		Boundary & Easements				
	1	Project Manager/RPLS	Hours	7	$ 125.00	$ 875.00
	2	Survey Technician	Hours	10	$ 80.00	$ 800.00
	3	Clerical	Hours	2	$ 45.00	$ 90.00
	4	3 man conventional	Hours	4	$ 140.00	$ 560.00
	5	3 man GPS	Hours	5	$ 170.00	$ 850.00
	6	Hotel	Days	1	$ 200.00	$ 200.00
	7	Perdiem	Days	3	$ 30.00	$ 90.00
	8	State Sales Tax (see #3 below)	LS	1	$ 466.38	$ 466.38
		Design Survey				
	9	Project Manager/RPLS	Hours	2	$ 125.00	$ 250.00
	10	Survey Technician	Hours	20	$ 80.00	$ 1,600.00
	13	3 man GPS	Hours	8	$ 170.00	$ 1,360.00
	14	Hotel	Days	1	$ 200.00	$ 200.00
	15	Perdiem	Days	3	$ 30.00	$ 90.00
		Plan & Profile Sheets				
	16	Project Manager/RPLS	Hours	2	$ 125.00	$ 250.00
	17	Survey Technician	Hours	8	$ 80.00	$ 640.00
		Construction Staking				
	19	Survey Technician	Hours	3	$ 80.00	$ 240.00
	21	3 man conventional	Hours	9	$ 140.00	$ 1,260.00
ROW Charges	1	Company Labor	Hours	40	$ 60.00	$ 2,400.00
ROW (Contract Labor)	1	Abstracting	Hours	32	$ 50.00	$ 1,600.00
	2	Permitting	Hours	32	$ 47.00	$ 1,504.00
	3	Damage Settlement	Hours	10	$ 50.00	$ 500.00
	4	Labor (Clerical Assistance, Report Preparation, Project Oversight)	Hours	75	$ 40.00	$ 3,000.00
Overhead	1	Project Overheads	%	28%		$ 28,237.55
		TOTALS				$ 129,085.93

Assumptions:

1. Traffic Control is not anticipated and is not included in this estimate.
2. Estimate has been calculated using AEP Texas Company forces. Circumstances may dictate the use of contract labor to perform the work.
3. State of Texas charges sales tax on survey activities

Initials

7/17/13
Date

SECTION 7c.

STATEMENT COVERING CONTRACT WORK – TXDOT ROW-U-48

STATEMENT COVERING CONTRACT WORK

In accordance with the estimate found in Section 7b., the breakdown of work is anticipated to be performed by the following:

Item(s) of Work	Company
Engineering	AEP Texas Central Company
Planning, Clearing & Grubbing	Wright Tree Service
Structure Relocation and Materials	AEP Texas Central Company
Survey	CDS Muery
R.O.W Oversight	AEP Texas Central Company
R.O.W. Abstracting, Permitting, and Damages	Right of Way Services, Inc.

Initals

7/12/13

Date

Form ROW-U-48
Rev. 12/2004
Replaces Form D-15-48
GSD-EPC

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK

(AS APPEARING IN ESTIMATE)

U-No. 13666

District: Pharr
County: Hidalgo
Federal Project No.: STP1102(026)MM

ROW CSJ No.: 0862-01-046
Highway No.: FM 2221

I, Thomas Schaffer, a duly authorized and qualified representative of AEP Texas Central Company, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:

1.
2.
3.
4.
5.

☒ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

7/17/2013
Signature

Thomas Schaffer
Date

AUTHORIZED SIGNER
Title

PROPOSED RATES FOR AEP - TEXAS - Central

ROW Vegetation Management Rate Sheet

Diesel Fuel Price $4.00

Labor		Billing Rate					
Labor Description	Labor Code	Labor Rate	ST		NH		OT
General Foreman A	GFA	$ 39.60	$ 52.93		$ 39.01	$	52.02
General Foreman B	GFB	$ 38.97	$ 51.39		$ 37.19	$	49.59
Foreman A	FA	$ 35.18	$ 46.12		$ 29.78	$	39.68
Foreman B	FB	$ 33.84	$ 44.41		$ 28.58	$	38.10
Work Planner A	WPA	$ 32.68	$ 42.80		$ 32.70	$	43.60
Work Planner B	WPB	$ 31.68	$ 41.50		$ 30.68	$	40.91
Work Planner C	WPC	$ 30.88	$ 40.78		$ 29.37	$	39.16
Trimmer A	TA	$ 29.64	$ 39.28		$ 22.82	$	30.43
Trimmer B	TB	$ 28.63	$ 37.58		$ 20.64	$	27.78
Trimmer C	TC	$ 26.80	$ 35.21		$ 19.21	$	25.62
Safety Professional	SP	$ 29.42	$ 38.14		$ 26.07	$	34.76
Equipment Operator	EO	$ 31.93	$ 41.39		$ 31.27	$	41.69

Equipment						
Equipment Description	Equipment Code	Equipment Rate	OT Equipment Codes	OT Equipment Rate (>40 hrs)	Fuel Per	
1800 Brush Bandit Track Chipper	BMC	$ 133.31	BMCO	$ 99.98	$	3.50
200 Gal Skid Sprayer	SP20	$ 11.98	SPOT	$ 8.99	$	1.70
2x4 Work Planner Truck w/Phone	WPP	$ 10.07	WPOT	$ 7.55	$	1.40
4 X 4 Urban Lift	4UL	$ 20.66	4UOT	$ 15.49	$	1.80
4WD Spray Truck LVP	SP7	$ 12.51	SP7O	$ 9.38	$	1.70
4WD Sprayer	4WD	$ 11.58	4WDO	$ 8.69	$	1.70
4x4 SF Standard Bucket	TBS	$ 20.66	TBSO	$ 15.49	$	1.80
4X4 Pickup/Car Transport Only	4PT	$ 9.78	4PTO	$ 7.33	$	1.80
4X4 RUN Truck	4RW	$ 10.97	4RWO	$ 8.15	$	1.40
70 Tracked Mechanical Trimmer with transportation vehicle	JMF4	$ 57.46	JMFO	$ 43.09	$	1.80
70 Wheeled Mechanical Trimmer with transportation vehicle	WMT	$ 54.99	WMTO	$ 41.22	$	1.80
ATV broadcast spray unit	ARBT	$ 9.37	ARBT	$ 4.79	$	0.30
ATV W/Sprayer	ATVS	$ 5.88	ATOT	$ 4.24	$	0.30
Back Yard Bucket	BYB	$ 17.34	BYBT	$ 13.00	$	1.00
Back Cut Mower	BMB	$ 48.97	BMOT	$ 36.73	$	3.00
Brush Mower - Cab Stay or Hydro Ax w/o transport vehicle	BMT	$ 65.40	BMT	$ 49.11	$	3.80
Brush Mower - Cab Stay or Hydro Ax w/o support vehicle	BMB	$ 62.93	BMO	$ 47.23	$	3.80
Cargo Trailer	CT	$ 4.15	CTOT	$ 3.11	$	-
Chipper Diesel	CHD	$ 3.90	CHDO	$ 2.97	$	0.40
Chipper Disc	CH	$ 3.88	CHOT	$ 2.87	$	0.40
Chipper Drum	CD	$ 3.47	CDOT	$ 2.60	$	0.30
Crew Cab Pickup	CRC	$ 3.88	CRCO	$ 0.41	$	-
Chip Truck - 20 cu yard capacity	CT1	$ 8.42	CTOT	$ 6.31	$	1.30
Chip Truck - 10 cu yard capacity	CTW	$ 10.52	CTOT	$ 7.89	$	1.20
F450 with 500 gallon sprayer	FCS	$ 14.31	FCOT	$ 10.69	$	1.70
General Foreman Truck	GFP	$ 10.07	GFOT	$ 7.55	$	1.40
General Foreman Truck 4x2 w/out phone	GFPC	$ 10.02	GOT	$ 7.08	$	1.40
HH SF Track Bucket with Support Vehicle	TSBK	$ 34.38	SBOT	$ 25.78	$	1.20
Laptop Computer	LTC	$ 1.18	LTOT	$ 0.88	$	-
Large Bucket	LOB	$ 19.82	LOOT	$ 14.86	$	1.40
Log Loader Truck	LLT	$ 28.94	LLOT	$ 21.70	$	1.80
70 Tracked Mechanical Trimmer with support vehicle	MBT	$ 55.46	MBOT	$ 41.59	$	1.80
70 Wheeled Mechanical Trimmer with support vehicle	TMT	$ 52.99	TMOT	$ 39.72	$	1.80
Passenger Van	PV	$ 9.93	PVOT	$ 8.70	$	0.60
Pickup Transport Only	PTT	$ 9.15	PTOT	$ 6.11	$	1.40
Power Pruner	PPR	$ 1.10	PPOT	$ 0.82	$	-
Puddle Jumper	PJ	$ 29.78	PJOT	$ 22.31	$	2.00
Rubber Tired Off Road Bucket	RDB	$ 29.78	RDOT	$ 22.31	$	2.00
Skid Steer Mower W/Fecon	SSM	$ 48.97	SMOT	$ 36.73	$	3.00
Standard Bucket	STB	$ 13.36	STOT	$ 10.03	$	1.20
Stump Grinder	SGR	$ 24.27	SGOT	$ 18.20	$	0.90
Tracked ATV w/Sprayer	TATS	$ 8.87	TAOT	$ 5.03	$	0.90
Tracked Stump Cutter	SCT	$ 29.96	SCT	$ 22.47	$	3.80
Tractor/Mower	BM4	$ 38.54	BOM	$ 28.90	$	2.50
Water Supply Truck	WST	$ 19.98	WSOT	$ 11.90	$	1.80
Work Planner Off Elec. Package	WPEP	$ 2.85	WPO	$ 2.14	$	-
Back Yard Bucket SF	BYS	$ 22.59	BYO	$ 16.99	$	1.20
Work Horse/Cage	BHWT	$ 6.45	WHOT	$ 4.84	$	0.20
General Foreman Truck 4x4 w/out phone	GFP4	$ 11.82	GFO	$ 8.71	$	1.40
Service Truck	SET	$ 12.50	SETO	$ 9.45	$	1.30

STORM			STORM LOADED RATES		
Labor Description	Labor Code	Labor Rate	ST	Rate	OT
General Foreman A	GFA	$ 30 82	$ 35 54	$ 48 36	$ 61 47
General Foreman B	GFB	$ 10 15	$ 32 50	$ 44 41	$ 56 32
Foreman A	FA	$ 18 24	$ 30 98	$ 41 07	$ 51 19
Foreman B	FB	$ 17 28	$ 29 29	$ 38 81	$ 48 34
Work Planner A	WPA	$ 17 40	$ 29 53	$ 40 26	$ 50 99
Work Planner B	WPB	$ 16 27	$ 27 62	$ 37 58	$ 47 55
Work Planner C	WPC	$ 15 68	$ 26 61	$ 36 18	$ 45 75
Trimmer A	TA	$ 16 22	$ 27 53	$ 36 43	$ 45 32
Trimmer B	TB	$ 15 24	$ 25 88	$ 34 16	$ 42 47
Trimmer C	TC	$ 14 21	$ 24 11	$ 31 78	$ 39 48
Safety Professional	SP	$ 20 35	$ 34 54	$ 47 28	$ 59 80
Equipment Operator	EO	$ 18 82	$ 32 11	$ 42 64	$ 53 17

Material			
Material Description	Material Code	Material Rate*	Material Markup %
Accord (QT)	ACD	$ 5 07	5%
Ortiz Control Agara (gal)	OC	$ 8 73	5%
Escort (oz)	ESC	$ 8 84	5%
Garlon 4 - 2 5 gal	GA 4	$ 332 94	5%
Garlon 3A (gal)	GAR	$ 77 04	5%
Glypro (gal)	GLP	$ 15 02	5%
Gly 4(20% Tor K 2%) Oil (gal)	GTO	$ 30 67	5%
Krenite DT (gal)	KRE	$ 19 09	5%
Krenite/Tordon Pre-Mix (gal)	KREP	$ 37 25	5%
Milestone (qcart)	MSTQ	$ 89 29	5%
Nufarm 61 (gal)	NUF	$ 40 31	5%
Nu-Flare 40 (oz)	NUFO	$ 0 31	5%
Pathfinder II (gal)	PAP	$ 43 67	5%
Pathfinder II (pts)	PAPP	$ 5 46	5%
Spike 80W (50DF) (lb)	SPK	$ 22 84	5%
Spyglass 8-5 m5% Arsenal (lb)	SPKA	$ 7 13	5%
Spyglass (lb)	SPKL	$ 5 09	5%
Tordon/Garlon FOL Premix (gal)	TGM	$ 82 47	5%
Tordon K (gal)	TK	$ 89 05	5%
Tordon 101M 1 Gal	TOR	$ 45 79	5%
Tribenil RTU (gal)	TRTU	$ 15 39	5%
Vista ART (gal)	VIS	$ 188 23	5%
Ally/ARSQ/TOX/Oil/Thinner (gal)	ATVT	$ 57 08	5%
Ally/ARSQ/TOX/25%Surfactant (gal)	ATVS	$ 30 85	5%
Garlon 4 Ultra Basal Oil 20% Premix (gal)	G4BO	$ 31 09	5%
Garlon 4 Ultra Basal Oil 25% Premix (gal)	G4BP	$ 35 16	5%
High Volume Pre-Mix (Garlon 3A/Tordon K/Surfactant) (gal)	HVPM	$ 64 48	5%
Low Volume Pre-Mix (Accord/Milestone/Arsenal) (gal)	LVPM	$ 48 16	5%
Stingerplus (oz)	STR	$ 8 31	5%
Viewpoint (lb)	VWP	$ 71 65	5%
Weed-Trad 335 (gal)	WT3	$ 35 82	5%
Transline (gal)	TL	$ 100 58	5%
Prodiz (gal)	PRO	$ 442 13	5%
Roundup Concentrate (gal)	RND	$ 18 69	5%
Garlon 4 Ultra 20%/5% Surfactant/77% Basal Oil Premix (gal)	G4OL	$ 41 16	5%
Arsenal Powerline (gal)	ARSP	$ 77 88	5%
25% Garlon 3A/25% Tordon K/2% Escort XP (gal)	G3AT	$ 60 39	5%
50% Garlon 3A/5 15% Methanol/2 oz Escort XP (gal)	G3AE	$ 61 52	5%
High Volume Foliar Mix (Garlon 3A/Tordon K)	HVF	$ 102 91	5%

Expense		
Expense Description	Expense Code	Expense Rate ($/unit)
Meal	MEA	$ 12 00
Other Billable Expense	OBE	$ -
Per Diem (in excess of 50 miles)*	PD	$ 85 00
Per Diem (between 50 & 80 miles)*	PD10	$ 10 00

Overheads	ET	RM	OT	Storm
Workers' Comp	11 75%	11 73%	11 75%	18 50%
PL/PD	1 94%	1 94%	1 94%	1 94%
FUTA	0 60%	0 60%	0 60%	0 60%
SUTA	1 00%	1 00%	1 00%	1 50%
Social Security Tax	7 65%	7 65%	7 65%	7 65%
Other Taxes				
Benefits	22 88%	1 00%	1 00%	19 77%
Admin & Overheads	14 05%	2 15%	2 15%	15 02%
Training/Certification				
Profit	4 41%	4 41%	4 41%	4 58%
Total Overhead %	65 45%	30 70%	30 70%	69 73%

Emergency Storm Work - Mileage Rates [1]	
Type of Vehicle	Mileage Charge
Pickups/Cars	$0 75 per Mile
Chipper Trucks	$1 60 per Mile
Bucket Trucks	$1 60 per Mile
Service Trucks w/Low Boy	$1 60 per Mile

[1]Mileage rates will be charged when an system crews are required to travel from one operating company to another on AEP system for all emergency work These rates would also be used for any required by AEP for all system crews during the contract period

Unit	Trim Unit		Removal Unit	
Descrip	Scenario	Scenario	Scenario	Scenario
Brush			$143 59	$180 88
Small	$ 89 30	$190 13	$173 25	$267 50
Large	$178 60	$267 25	$415 80	$561 00

RATE SCHEDULE 2013
CIVIL DESIGN SERVICES, INC. dba CDS MUERY

Personnel:

Principal	-	$ 175.00 per hour
Senior Project Engineer	-	$ 140.00 per hour
Project Manager	-	$ 125.00 per hour
Project Engineer	-	$ 115.00 per hour
Staff Engineer	-	$ 100.00 per hour
Senior Project Surveyor	-	$ 135.00 per hour
Project Surveyor	-	$ 115.00 per hour
Senior Engineering/Survey Technician	-	$ 90.00 per hour
HDS Technician	-	$ 100.00 per hour
Engineering/Survey Technician	-	$ 80.00 per hour
Draftsman I	-	$ 55.00 per hour
Clerical/Messenger	-	$ 45.00 per hour

The rate for expert testimony shall be negotiated at the time of request.

Survey Crews:

Survey crews will be billed at fixed hourly party rates. Hourly rates include normal supplies used in the field such as laths, guards, flagging, etc.

One (1) man field crew	-	$ 65.00 per hour
Two (2) man field crew	-	$ 110.00 per hour
Three (3) man field crew	-	$ 140.00 per hour
Four (4) man field crew	-	$ 160.00 per hour
GPS - One (1) man crew	-	$ 80.00 per hour
GPS - Two (2) man crew	-	$ 150.00 per hour
GPS - Three (3) man crew	-	$ 175.00 per hour
GPS - Four (4) man crew	-	$ 195.00 per hour
HDS – Mobilization minimum (half day)	-	$ 1,200.00 per day
HDS – Two (2) man crew	-	$ 175.00 per hour
HDS Equipment	-	$ 125.00 per hour
Off-Road Vehicles	-	$ 150.00 per day

Overtime charges:

Any projects requiring personnel to work overtime to meet schedules set by the client will be billed at a premium multiplier of 1.5 times the standard hourly rate.

Printing charges: (Bulk Printing Only)

Black & White/Color - Line	-	$ 0.75 per square foot
Black & White/Color - Line/Raster	-	$ 2.50 per square foot

VENDOR	Right of Way Service, Inc. of Alice
Contact Information	P.O. Box 69, Alice, Texas 78333
Contract No.	222538
Contract Approval Date	TBD:05/31/11
Contract Expiration Date	TBD
Job Title/Descriptions	
Right of Way Program Manager	$ 90.00
The Right-of-Way Program Manager, assists in establishing policies and procedures, ensures that project procedures are kept current and are adhered to from the field staff and subcontractors, communicate with AEP and other personnel to ensure project needs, development of project timelines and budgets, project forecasting, assist and coordinate in public involvement planning and implementation, coordination with any regulatory project approval processes, assist in and oversees review of incoming information from the field to ensure their accuracy. Determines key information to be captured in the database and oversees data management controls. Prepare & Issue periodic project reports indicating the status and cost of the managed projects. Track the project quality, timeliness and performance against annual work plans. Responsible for overall project reporting, via Transmission's Right of Way system (TransROW). Responsible for the oversight of all supervisors, the acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission lines and/or distribution facilities. The Right-of-Way Program Manager shall also be responsible for overseeing the acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission and/or distribution lines. Remain knowledgeable in real estate values and accepted real estate appraisal practices; advise and assist in establishing a range of fair market values to be used in the acquisition of land and land rights. Draft and/or supervise the preparation of documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission and/or distribution facilities using Transmission document database (TransROW). Oversees all supervisors and direct contract personnel in the settlement of complex damage claims with land owners (or their designees) relative to property damage caused or created during the construction, reconstruction, enlargement, maintenance or removal of transmission and/or distribution facilities.	
Right of Way Supervisor	RATE $60.00
The Right-of-Way Supervisor evaluates, plans, and manages the right of way process for projects and coordinates right of way determinations and cost estimates for acquiring necessary property rights. Responsible for the supervision and acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission lines and/or distribution facilities. Supervise and direct contract personnel in the settlement of complex damage claims with land owners (or their designees) relative to property damage caused or created during the construction, reconstruction, enlargement, maintenance or removal of transmission and/or distribution facilities. Prepare & Issue periodic project reports indicating the status and cost of the managed projects. Track the project quality, timeliness and performance against annual work plans. Responsible for overall project reporting, via Transmission's Right of Way system (TransROW). Supervisor shall also be responsible for the acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission and/or distribution lines. Remain knowledgeable in real estate values and accepted real estate appraisal practices; advise and assist in establishing a range of fair market values to be used in the acquisition of land and land rights. Draft and/or supervise the preparation of documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission and/or distribution facilities using Transmission document database (TransROW). Assume additional responsibilities and projects as required, and communicate closely with the AEP Personnel.	
Lead Right of Way Agent	RATE $58.00

The Right-of-Way Lead Agent works under the Right of Way Supervisor and supervises the right of way process for projects and coordinates right of way determinations and cost estimates for acquiring necessary property rights. Responsible for the supervision and acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission lines and/or distribution facilities. Supervise and direct contract personnel in the settlement of complex damage claims with land owners (or their designees) relative to property damage caused or created during the construction, reconstruction, enlargement, maintenance or removal of transmission and/or distribution facilities. Prepare & Issue periodic project reports indicating the status and cost of the managed projects. Track the project quality, timeliness and performance against annual work plans. Responsible for overall project reporting, via Transmission's Right of Way system (TransROW). Lead Agent shall also be responsible for the acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission and/or distribution lines. Remain knowledgeable in real estate values and accepted real estate appraisal practices; advise and assist in establishing a range of fair market values to be used in the acquisition of land and land rights. Draft and/or supervise the preparation of documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission and/or distribution facilities using Transmission document database (TransROW). Assume additional responsibilities and projects as required, and communicate closely with the AEP Personnel.	
Sr. Right of Way Agent	**RATE $55.00**
Responsible for the acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission and/or distribution lines. Handle diverse and complex negotiations with land owners (or their designees) for the acquisition of rights relative to the construction, reconstruction, enlargement or maintenance of electric transmission and/or distribution facilities. Settle complex damage claims with land owners (or their designees) relative to property damage caused or created during the construction, reconstruction, enlargement, maintenance or removal of transmission and/or distribution facilities. Search courthouse and other records as may be available to determine present property ownership(s) and the extent of interest therein. Remain knowledgeable in real estate values and accepted real estate appraisal practices; advise and assist in establishing a range of fair market values to be used in the acquisition of land and land rights. Draft and/or supervise the preparation of documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission and/or distribution facilities using Transmission document database (TransROW). Assume additional responsibilities and projects as required, and communicate closely with the AEP Personnel.	
Right of Way Agent	**RATE $47.00**
Responsible for the acquisition of land, land rights, licenses, leases, permits, and other documents necessary for the construction, operation and maintenance of electric transmission lines and/or distribution facilities. Able to handle complicated negotiations with land owners (or their designees) for the acquisition of rights relative to the construction, reconstruction, enlargement or maintenance of electric transmission and/or distribution facilities and supervise contract agents as required. Able to settle complicated damage claims with land owners (or their designees) relative to property damage caused or created during the construction, reconstruction, enlargement, maintenance or removal of transmission and/or distribution facilities and supervise contract agents as required. Search courthouse and other records as may be available to determine present property ownership(s) and the extent of interests therein. Remain knowledgeable in real estate values and accepted real estate appraisal practices; advise and assist in establishing a range of fair market values to be used in the acquisition of land and land rights. Draft & prepare documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission and/or distribution facilities using Transmission document database (TransROW). Assume additional responsibilities and projects as required, and communicate closely with the AEP Personnel.	
Right of Way Associate	**RATE $44.00**

Responsible for assisting in the acquisition of land, land rights, licenses, leases, permits and other documents necessary for the construction, operation and maintenance of electric transmission lines and/or distribution facilities. With the advice of the Supervising Right of Way Agent or Right of Way Agent, negotiate with property owners (or their designees) for the acquisition of rights relative to the construction, reconstruction, enlargement or maintenance of electric transmission and/or distribution facilities. Settle damage claims with property owners (or their designees) relative to property damage caused or created by AEP during the construction, reconstruction, enlargement, maintenance or removal of transmission and/or distribution facilities. Search courthouse and other records as may be available to determine present property ownership(s) and the extent of interests therein. Under supervision, draft documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission and/or distribution facilities. With the advice of the Supervising Right of Way Agent or Right of Way Agent, assist in providing functional support to other AEP Business Units in regard to questions and procedures in the acquisition of land and land rights. Assume additional responsibilities and projects as required, and communicate closely with the AEP Personnel.	
Right of Way Coordinator	**RATE $58.00**
Assist Program Manager, Right of Way (ROW) Supervisors and Project Leads in developing, monitoring, and maintaining project schedules and budgets on right of way projects, including, but not limited to, survey, right of way acquisition & damage settlement during construction activities. Communicate frequently with appropriate personnel to keep abreast of project status. Create and update project status reports. Assist with project analysis and other reporting as required. Provides status of each project and administers schedules and reports, and assists with other administrative areas for projects and daily right of way management operation. Perform project analysis and other support to Right of Way Supervisor, Engineering, Project Management, Construction Management and Project Leads.	
Title Examiner / Abstractor	**RATE $50.00**
Search public records and examine titles to determine legal condition of property title. Copy or summarize (abstracts) recorded documents which affect condition of title to property (e.g., mortgages, deeds, and contracts). Search, analyze & summarize titles to determine if title deed is correct. Make sure that the title to a property is free of restrictions that may affect the construction, operation and maintenance of electric transmission lines and/or distribution facilities. Verify ownership and the legal description of a property and check for zoning ordinances. May assist in drafting documents for the right of entry, damage claims, contracts, easements, licenses, leases, permits, option to purchase and other documents as may be necessary to acquire adequate rights for AEP's electric transmission facilities using Transmission document database (TransROW).	
Clerical/Administrative Personnel	**RATE $30.00**
Provide administrative and clerical support including following routine procedures. Generate letters and fax transmittals providing general restrictions and/or engineering restrictions to developers, landowners, etc. Maintain documents at the project level within the Transmission ROW File System (TROWDS), and preparation of working files, project files, etc. Maintain Transmission ROW database (TransROW) - update landowner data, log-in ROW projects, track project status and generate project status reports. Record ROW documents with appropriate County, and log recording information into TransROW database, and TROWDS file system. Review and code invoices, expense reports, and timesheets. Prepare documents including: letters, memos, fax transmittals, schedules, reports, budgets, overheads, charts, and presentations using standard personal computer tools such as word processing (Word) and spreadsheets (Excel) and presentation software (Powerpoint). Assume additional responsibilities and projects as required.	
Mileage	**Current IRS Rate**
Reimbursement for job related mileage.	
Cell Phone	**$6.00/per work day**
Reimbursement for personal cell phone, per working day	
Per Diem	**Not to Exceed Current IRS Rate**
Per Diem reimbursement will be based on the CONUS rate. Per Diem shall be approved by AEP Personnel prior to work authorization. Agent roster shall be kept with the Transmission ROW depicting said agents permanent residence.	

Expenses	Actual Cost
Reimbursement for the actual cost of job related expenses, such as courthouse copies, recording fees, or other reimbursable expenses related to the scoping of the project.	

SECTION 7d.

SCHEDULE

Utility's Schedule of Work and Estimated Date of Completion

Dates below are tentative contingent upon Utility receipt of the Utility Agreement, fully executed by TxDOT and/or Hidalgo County.

Estimated Date to begin: 09/03/13

Estimated Date of completion: 12/31/13

Estimated number of days: 124

Initials

9/10/13
Date

SECTION 7e.

PROPERTY INTEREST – TXDOT ROW-U-1A

Form ROW-U-1A
Rev. 3/2004
Replaces Form D-15-U1
GSD-EPC

AFFIDAVIT

(for Utility Owner)

U-No.13666

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.: STP1102(026)MM
		ROW CSJ No.: 0862-01-046
		Highway No.: FM 2221
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Thomas Schaffer of the AEP Texas Central Company, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Thomas Schaffer am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. See Attached;
   [legal description of land]

2. ;
   [facts indicating affiant's familiarity with subject land, including inspection and surveys]

3. ;
   [facts attesting to ownership, including claims through deeds, etc.]

4. ;
   [facts showing use of property]

5. ;
   [facts showing nature and state of repair of enclosures or fencing]

6. ;
   [facts showing continuous possession for statutory period].

Further affiant sayeth not."

Thomas Sloff
Signature

Authorized Signer
Title

AEP Texas Central Company
Company

Corporate Acknowledgment

State of Ohio
County of Franklin

This instrument was acknowledged before me on July 17, 2013 by Thomas Schaffer manager, Transmission Right of Way of American Electric Power Service Corporation, a New York corporation, on behalf of said corporation.

VICTORIA L DUNFEE
NOTARY PUBLIC
FOR THE STATE OF OHIO
MY COMMISSION EXPIRES 4/6/2016

Victoria L Dunfee
Notary Public's Signature

NO. 165 - J. L. BATES - EDINBURG 138 KV LINE

Proj. 9-035
Acct. No. 340.1
Mult. 4 Poles & 0 Guys

CP 188 Rev - 8/58

11064

EASEMENT AND RIGHT OF WAY

MAP 201
1075-167

THE STATE OF TEXAS }
County of HIDALGO }

KNOW ALL MEN BY THESE PRESENTS:

That I (we) GLENN E. KEY

of the County of _____, and State of Texas, for, and in consideration of the sum of TWO HUNDRED AND NO/100---------- ($ 200.00) Dollars, to me (us) in hand paid by CENTRAL POWER AND LIGHT COMPANY, the receipt of which is hereby acknowledged and confessed, have this day GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said CENTRAL POWER AND LIGHT COMPANY, a Texas corporation, its successors and assigns, an easement and right of way for an electric transmission line, consisting of poles made of wood, metal or other materials, variable numbers of wires, static wires, telephone and telegraph wires, cross arms, pins, insulators, braces, props, guys, anchorages, and all necessary and desirable attachments and appurtenances, at or near the location and along the general course now located by said CENTRAL POWER AND LIGHT COMPANY, over, across and upon the following described lands now owned by me (us), located in the County of Hidalgo and State of Texas, to-wit:

Being all of Lots No. 289 and 291 and the East 4.5 acres of Lot No. 293, lying East of the Main Canal, of the Bentsen Groves Subdivision Addition "C" out of Porcion 50, situated in Hidalgo County, Texas, according to the map or plat thereof, recorded in Volume 7, at page 30 of the Map Records of Hidalgo County, Texas, and being the same tract of land conveyed by R. M. Hutchins to Glenn E. Key, by deed dated January 9, 1952, recorded in Volume 737, at page 230, of the Deed Records of Hidalgo County, Texas.

Together with the right of ingress and egress over my (our) adjacent lands to and from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines, poles, wires and appurtenances; the right to relocate along the same general direction of said line; and, the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the safety and efficiency of said line, or its appurtenances.

TO HAVE AND TO HOLD the above described rights, easement and rights of way unto the said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, until said line shall be abandoned and removed.

Not more than FOUR (4) poles and NO (0) guys shall be erected along the course of said line upon the above described land unless the said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, shall pay me (us), my (our), heirs or legal representatives, at the rate of Fifty And No/100---------($ 50.00) Dollars for each pole or guy erected in excess of said number; and upon such payment the said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, shall have the right, and the right is hereby granted, to erect poles or guys along said course in excess of said number.

And I (we) do hereby bind myself (ourselves), my (our), heirs and legal representatives, to WARRANT and FOREVER DEFEND all and singular the above described rights, easement and rights of way unto the said CENTRAL POWER AND LIGHT COMPANY, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN TESTIMONY WHEREOF, witness my (our) hand(s) on this the ___ day of _____, A. D. 1952

Glenn E. Key

165

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
County of Cameron }

BEFORE ME the undersigned authority, on this day personally appeared Alva E. Ray known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of April A. D. 1959

Arthur J. Sherlan

Notary Public in and for Cameron County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
County of _____ }

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ A. D. 19____

_____

Notary Public in and for _____ County, Texas

JOINT ACKNOWLEDGMENT — HUSBAND AND WIFE

THE STATE OF TEXAS }
County of _____ }

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, GEORGE L. ANDERSON, Clerk, County Court, Hidalgo County, Texas, do hereby certify that the above and foregoing instrument, with its certificates of authentication, was filed for record in my office the 5th day of June A. D. 1959 at 3:13 o'clock P. M., and duly recorded the 16th day of June A. D. 1959 at 2:40 o'clock P. M., in Vol. 948 Page 171-172 of the Deed Records of Hidalgo County, Texas.

To Certify Which, Witness my hand and the seal of said Court at office in Edinburg, this 10th day of June A. D. 1959.

By L. Jordan, Deputy.

GEORGE L. ANDERSON, Clerk, County Court
Hidalgo County, Texas

Easement and Right of Way

From

To CENTRAL POWER AND LIGHT COMPANY

THE STATE OF TEXAS
County of

I, _____, County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the _____ day of _____ 19__ at _____ o'clock ____M., and duly recorded by me on the _____ day of _____ 19__ in Book ____ Page ____ Records of Deeds of said County, at page _____.

Given under my hand and seal of office the day and date last above written.

JUN 5 1959

County Clerk, _____ County, Texas.

By _____ Deputy

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Gwyn Shea
Secretary of State

Office of the Secretary of State

CERTIFICATE OF AMENDMENT
OF

AEP Texas Central Company
8501100

[formerly: CENTRAL POWER AND LIGHT COMPANY]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 12/23/2002
Effective: 12/23/2002

THE STATE OF TEXAS

Gwyn Shea
Gwyn Shea
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

DEC 20 2002

Corporations Section

ARTICLES OF AMENDMENT
TO THE
RESTATED ARTICLES OF INCORPORATION
OF
CENTRAL POWER AND LIGHT COMPANY

Pursuant to the provisions of the Texas Business Corporation Act, the undersigned corporation hereby amends its Articles of Incorporation, and for that purpose, submits the following statement:

The name of the corporation is: Central Power and Light Company

2. Article I of the Restated Articles of Incorporation is hereby amended so as to read as follows: The name of the Corporation shall be AEP Texas Central Company.

3 The date of adoption of each amendment is: December 1 2002.

4. The number of shares of the corporation outstanding at the time of adoption of the amendment was 2,217,629, and the number of shares entitled to vote thereon was 2,211,678.

5. The designation and number of outstanding shares of each class or series entitled to vote thereon as a class were as follows

Class or Series	Number of Outstanding Shares and Entitled to Vote
Common Stock	2,211,678

6. The Number of shares of the corporation voted for the amendment was 2,211,678.

The number of shares of each class or series entitled to vote as a class or series voted for or against such amendment was as follows:

Class or Series	Number of Shares Voted For	Number of Shares Voted Against
Common Stock	2,211,678	0

7. The foregoing amendment will not effect a change in the amount of stated capital of the corporation.

Date December 18 2002

By T. V. Shockley, III

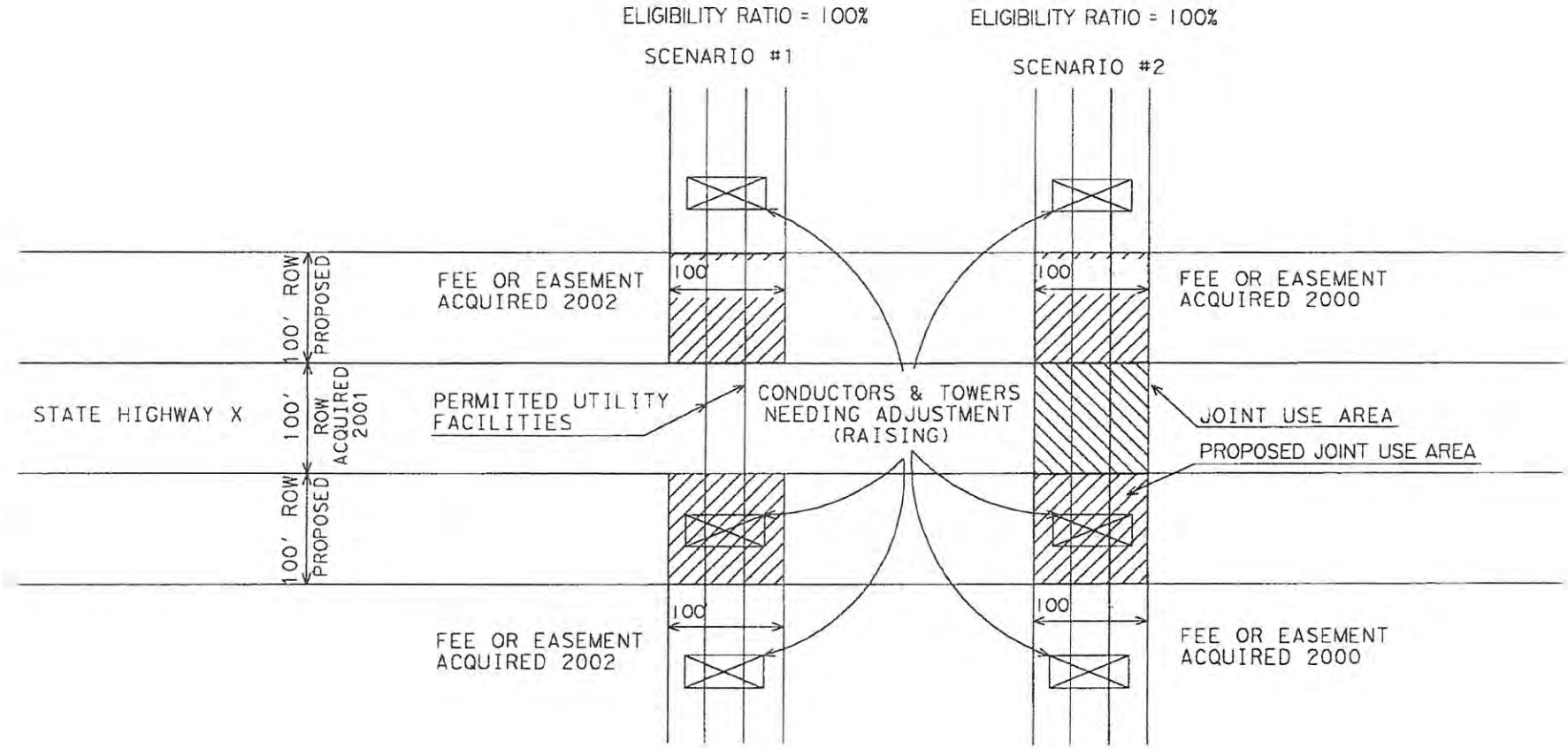
Thomas V. Shockley, III,
Vice President

SECTION 7f.

ELIGIBILITY RATIO

F

EXISTING FACILITY IN PROPOSED ROW



Initials

7/12/13
Date

SECTION 7g.

COST COMPARISON

N/A – A cost comparison is not applicable as this project is not a betterment.

Initials	Date
	7/17/13

SECTION 7h.

BETTERMENT STATEMENT

Betterment Calculation and Estimates

X **No Betterment**

☐ **Betterment – Estimated Cost for Betterment attached hereto.**

Initials

7/17/13
Date

SECTION 7i.

QUIT CLAIM DEED

N/A – A Quit Claim Deed is not applicable as part of this project.

Initials

7/17/13
Date

SECTION 7j.

JOINT USE AGREEMENT – TXDOT ROW-U-JUAA

UTILITY JOINT USE ACKNOWLEDGEMENT
REIMBURSABLE UTILITY ADJUSTMENT

U-Number: 13666

ROW CSJ: 0862-01-046
County: Hidalgo
District: Pharr
Highway: FM 2221
Federal Project No.: STP 1102(026)MM
From: 0.25 Mi. W of Moorefield Rd
Projected Highway Letting Date: 06/12/13
To: 0.25 Mi. W of SH 364 (La Homa)

WHEREAS, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the AEP Texas Central Company , ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Initial	Date	Initial	Date
			7/22/13
TxDOT		Utility	

If Utility's facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Acknowledgement , do not waive or relinquish any right that they may have under the law.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

Utility: AEP Texas Central Company
Name of Utility

By: Thomas Schaffer
Authorized Signature

Thomas Schaffer
Print or Type Name

Title: Manager of Right of Way
AUTHORIZED SIGNER

Date: 07/22/13

EXECUTION RECOMMENDED:

District Engineer, District

THE STATE OF TEXAS

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

By: _____
Director, Right of Way Division

Date: _____

Initial	Date	Initial	Date
		TS	7/22/13
TxDOT		Utility	