

STATE OF TEXAS §

COUNTY OF HIDALGO §

## LPA STANDARD UTILITY AGREEMENT

### FM 681 AT&T REMOTE TERMINAL BOX FACILITY ADJUSTMENT, REMOVAL, AND/OR REPLACEMENT

This agreement is made by and between the County Of Hidalgo, Texas hereinafter referred to as "County" and Southwestern Bell Telephone Company d/b/a AT&T Texas, 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: *Replacement and relocation of 3 existing Remote Terminal Box Facilities* 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-N-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: Southwestern Bell Telephone Company d/b/a AT&T Texas  
Attention: Lucy Salinas, Area Manager OSP Planning and  
Engineering Design  
721 Beech Avenue  
McAllen, Texas 78501

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.

SOUTHWESTERN BELL TELEPHONE  
COMPANY D/B/A AT&T TEXAS

By: *Lucy Salinas*  
Lucy Salinas, Area Manager OSP  
Planning and Engineering Design

COUNTY OF HIDALGO

By: \_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

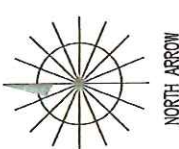
ATLAS, HALL & RODRIGUEZ, LLP

By: *SLC*  
Stephen L. Crain

ATTACHMENT A

MSSNTXU4738 / 7 MILE & CLARITA ST / JOB # 9329521  
 MATERIALS/ EQUIPMENT

DESCRIPTION	Unit	Price	Total	TOTAL COST
TELLABS 1000 E/W3; 52EU CAB; E/W (1) FW4100ES;56T1	1 EACH	\$74,795.00	\$ 74,795.00	
TELLABS 1000 RT E-POTS CARD	30 EACH	\$704.00	\$ 21,120.00	
TELLABS 1000 COMMONS DLP CARD	1 EACH	\$1,447.00	\$ 1,447.00	
TELLABS 1000 COMMONS EBC-3 CARD	1 EACH	\$700.00	\$ 700.00	
TELLABS 1000 COMMONS MTU CARD	1 EACH	\$449.00	\$ 449.00	
SAI - 2700 PR	1 EACH	\$9,502.32	\$ 9,502.32	
TELLABS 1000 LET GR303 BAY 8 DMAX	1 EACH	\$6,000.00	\$ 6,000.00	
REPEATER SHELF	1 EACH	\$10,000.00	\$ 10,000.00	
REPEATER CARDS	12 EACH	\$704.00	\$ 8,448.00	
PREFABRICATED CONCRETE PAD	1 EACH	\$500.00	\$ 500.00	
COPPER				
ANMW-1800	25 FT	\$40.00	\$ 1,000.00	
ANMW-900	50 FT	\$15.00	\$ 750.00	
FIBER	620 FT	\$1.10	\$ 682.00	
HANDHOLES	2 EACH	\$800.00	\$ 1,600.00	
CONDUITS				
4" HDPE	25 FT	\$2.50	\$ 62.50	
4" PVC-C	165 FT	\$1.25	\$ 206.25	
POLE 25' - CLASS 5 (For drop down pwr service for RT)	1 EACH	\$225.00	\$ 225.00	
ANCHOR AND GUY	1 EACH	\$125.00	\$ 125.00	
6 white stranded wire, black stranded wire for RT pwr			\$ 600.00	\$138,612.07
10 green stranded wire to provide pwr service for RT			\$ 400.00	
AT&T DESIGN ENGINEERING LABOR	40 HRS	\$150.00	\$ 6,000.00	
AT&T SPLICING LABOR	150 HRS	\$150.00	\$ 22,500.00	\$28,500.00
CONTRACT LABOR				
CONTRACT ENGINEER			\$ 5,000.00	
PLACE PREFAB CONCRETE PAD & DISTRIBUTION SAI	1 EACH	\$500.00	\$ 500.00	
PLACE PREFAB CONCRETE PAD & REMOTE TERMINAL	1 EACH	\$1,500.00	\$ 1,500.00	
HANDHOLE/CONDUIT/COPPER/FIBER PLACEMENTS			\$ 3,600.00	
REMOVAL			\$ 1,000.00	
SURVEY & EASEMENT ACQUISITION			\$ 2,625.00	
EASEMENT COST			\$ 20,000.00	
INSTALL 100 AMP ELECTRIC SERVICE ON NEW METER				
POLE; CONNECT CONDUIT AND WIRING TO NEW RT UNIT			\$ 2,750.00	\$36,975.00
COSTS INCURRED AND PAYMENT MADE DUE TO DESIGN				
POINT REQUIREMENTS NECESSITATING ACTUAL				
MEASUREMENTS IN ORDER TO COMPLETE DESIGN PHASE			\$ 750.00	\$750.00
AEP POWER APPLICATION & TRANSFER				
AEP POWER APPLICATION & TRANSFER				
TOTAL COST				\$204,837.07



SPECIAL CIRCUITS  
 6203 FORWARDED  
 PERMIT REQUIRED

OPERATING RANGE OF JOB STEPS  
 TASK 1 TO 0

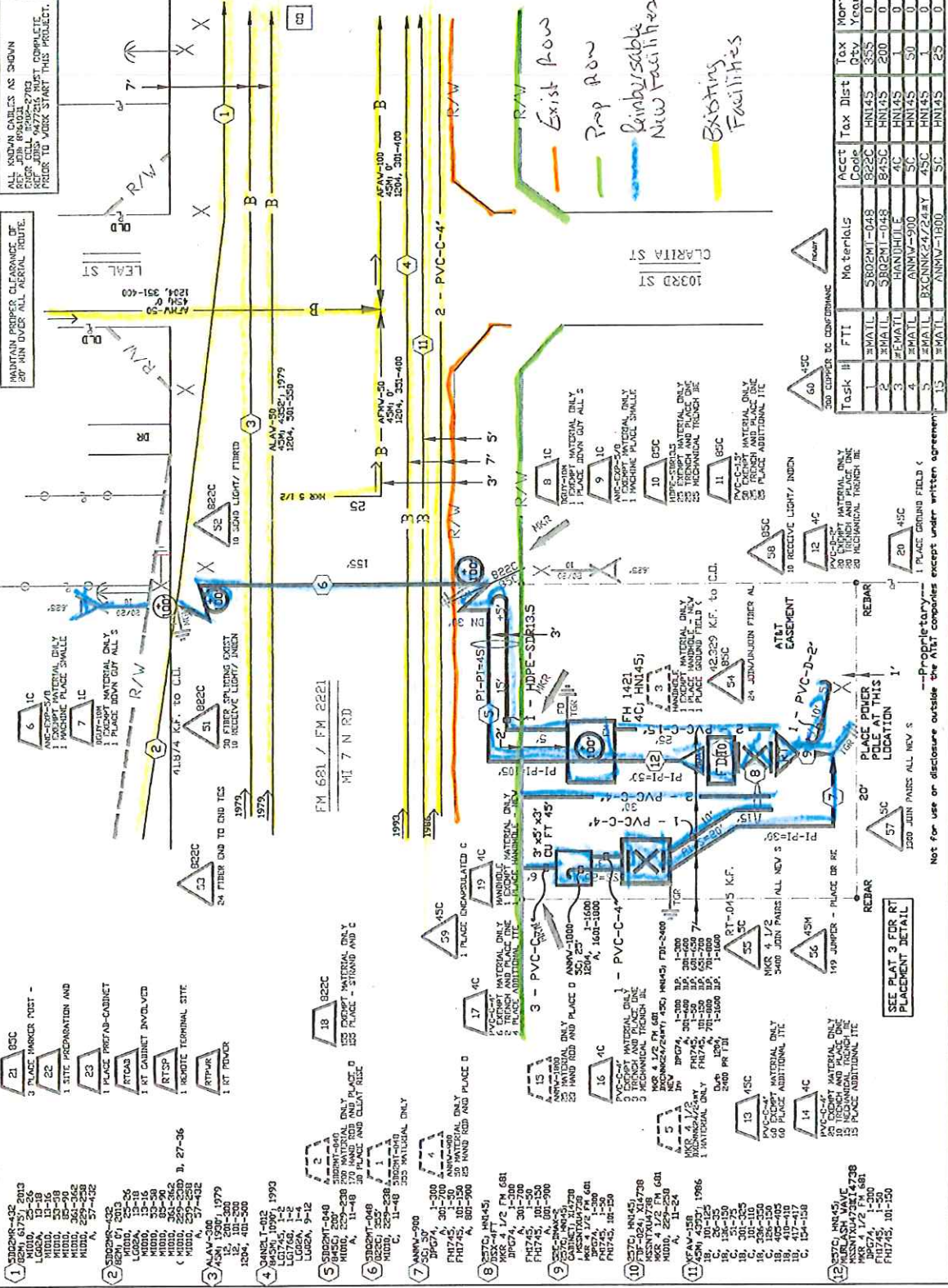
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 RZ 0 CZ 9 TAPER CODE 1/4S12  
 CAUTION HIGH VOLTAGE  
 BURIED II  
 HIGHWAY PERMIT NO.

UTILITY CO. WEC - WAGLE VALLEY ELECTRIC CO.  
 REP. NAME  
 REP. TEL. NO. 1060 225-583  
 POLE CONTACTS (+) 0 (-) 0

UTILITY CO.  
 REP. NAME  
 REP. TEL. NO.  
 POLE CONTACTS (+) 0 (-) 0

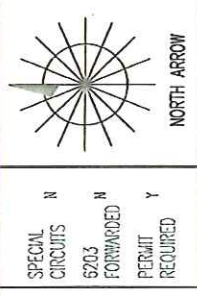
UTILITY CO.  
 REP. NAME  
 REP. TEL. NO.  
 POLE CONTACTS (+) 0 (-) 0

PROJECT NO 932921  
 TOT. PRINTS 4  
 PRINT NO. 1  
 NPA/NNX: 32-385  
 PRT: 955385  
 EXCH. MISSION  
 TAX DIST. HHI45  
 GEO. LOC. M6595  
 ENGR. JFG  
 TELEPHONE NO. (955) 630-8211  
 REC. REF. 215-43  
 MAP REF. 215-43  
 SCALE NONE  
 ISSUE DATE  
 PROJ. TITLE GWR122 US ENNIS F1661  
 REV. NUMBER  
 DATE REV.



Task #	FTI	Materials	Acct Code	Tax Dist	Tax Dev	Mort Year
1	WATL	S802M1-048	822C	HNI45	355	0
2	WATL	S802M1-048	845C	HNI45	200	0
3	FEMATL	HNN1D101E	4C	HNI45	1	0
4	FEMATL	ANNM1-900	5C	HNI45	30	0
5	FEMATL	BICNNK2424AY	45C	HNI45	1	0
6	FEMATL	ANNM1-1800	5C	HNI45	25	0

Not for use on disclosure outside the AT&T companies except under written agreement



SPECIAL CIRCUITS N  
6203 FORWARDED Y  
PERMIT REQUIRED

OPERATING RANGE OF JOB STEPS  
TASK 1 TO 11

MFR CODE  
TRANSMISSION ZONE  
RZ 0 CZ 9 TAPER CODE 1743RZ

CAUTION HIGH VOLTAGE  
KVT 7.20 ASSEMBLY BURIED II

HIGHWAY PERMIT NO.

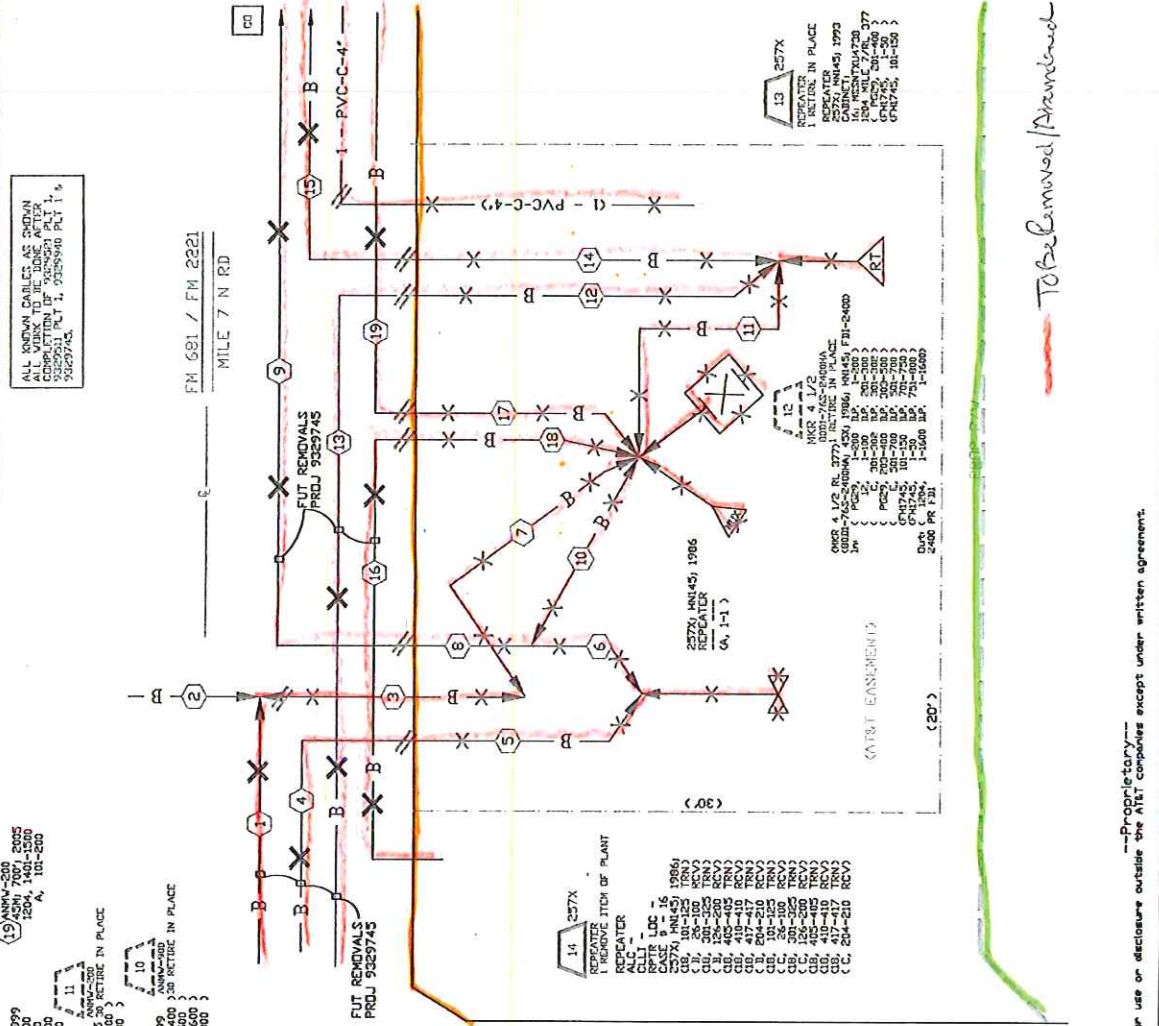
UTILITY CO MFR - REP-CENTRAL POWER & LIGHT  
REP NAME  
REP TEL NO. 1877 373-4058  
POLE CONTACTS (+) 0 (-) 0

UTILITY CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

UTILITY CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9329521

TOT. PRINTS 4 PRINT NO. 3  
NPA/ANX: 556-585 PRT: 556585  
EXCH. MISSION  
TAX DIST. HNI45  
GEO LOC. X.6585  
ENGR. IFC DRAWN IJHL  
TELEPHONE NO. (556) 630-8211  
REC. REF. 562-910-71  
MAP REF. 215-43  
SCALE NONE  
ISSUE DATE  
PROJ. TITLE GRI/RT22 LWS EDWARDS F4681  
REV. NUMBER  
DATE REV.

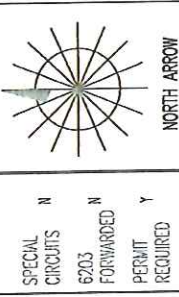


Task #	FTI	Materials	Acct Code	Tax Dist	Year	Mort
1	+RIP	AFAV-1800	45X	HNI45	40	1985
2	+RIP	AFAV-1588	45X	HNI45	40	1986
3	+RIP	AFAV-200	45X	HNI45	10	1986
4	+RIP	AFAV-200	45X	HNI45	21	1986
5	+RIP	AFAV-200	45X	HNI45	40	1986
6	+RIP	AFAV-54	45X	HNI45	21	1986
7	+RIP	ANNAV-900	45X	HNI45	51	1993
8	+RIP	34NPLT-012	845X	HNI45	30	1993
9	+RIP	34NPLT-012	845X	HNI45	30	1993
10	+RIP	ANNAV-900	45X	HNI45	30	1999
11	+RIP	ANNAV-200	45X	HNI45	30	2000
12	+RIP	BOUJ-76S-2400HA	45X	HNI45	1	1985

Not for use on disclosure outside the AT&T Companies except under written agreement.







SPECIAL CIRCUITS  
6203  
FORWARDED PERMIT REQUIRED

OPERATING RANGE OF JOB STEPS  
TASK 1 TO 8

MFCR 257X  
TRANSMISSION ZONE  
RZ 0 CZ 9 TAPER CODE 17/9/02

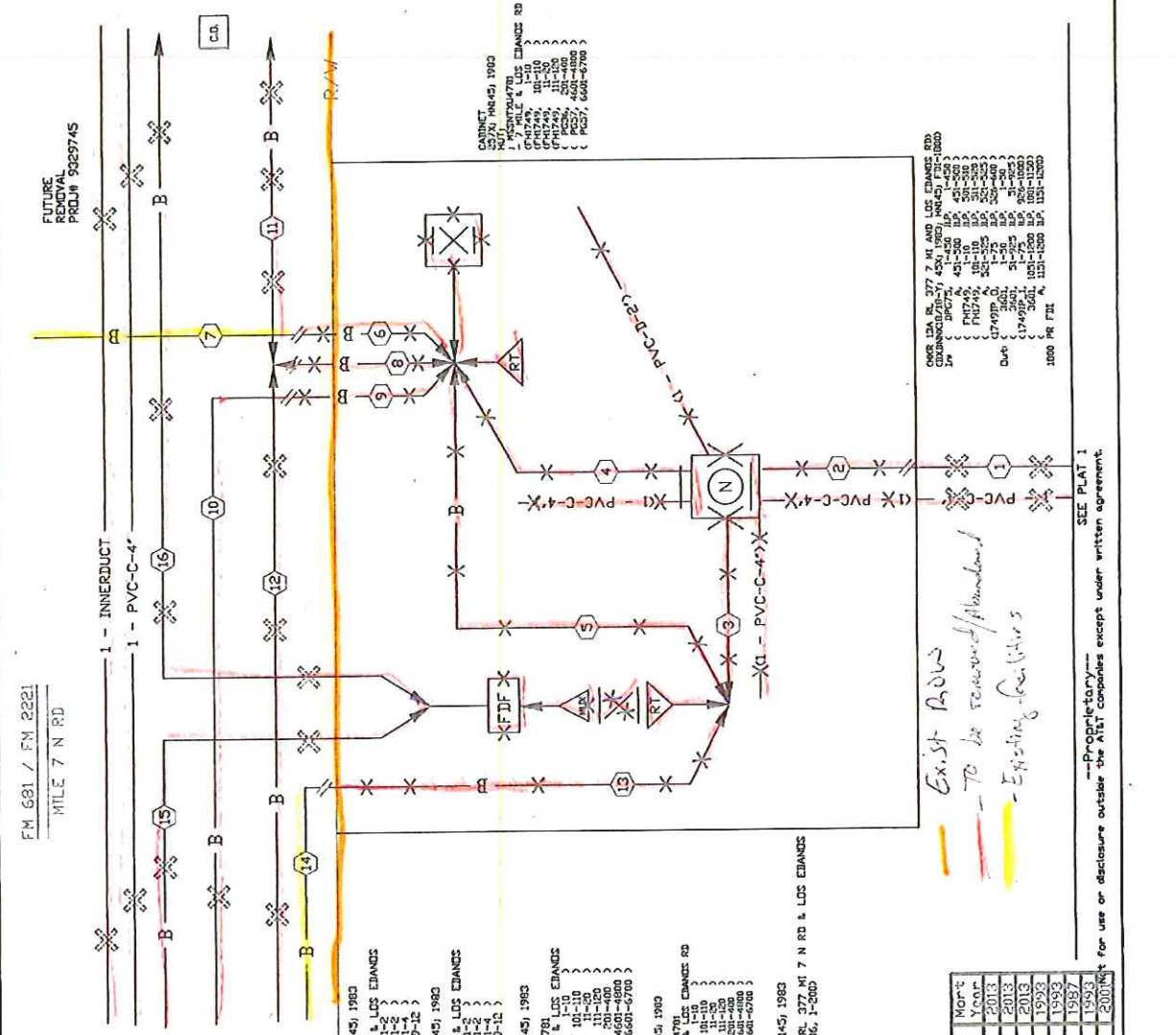
CAUTION HIGH VOLTAGE BURIED II  
HIGHWAY PERMIT NO.

UTILITY CO. IREC - INKIC VALLEY ELECTRIC COD  
REP NAME  
REP TEL NO. 6860 257-5803  
POLE CONTACTS (+) 0 (-) 0

UTILITY CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

UTILITY CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

PROJECT NO 9329711  
TOT. PRINTS 3 PRINT NO. 3  
NPA/ANX: 594-385 PRT: 936385  
EXCH. MISSION  
TAX DIST. HNI45  
GEO LOC. 46385  
ENGR. IFFG  
TELEPHONE NO. (956) 630-8211  
REC. REF. 592-910-51  
MAP REF. 24-E2  
SCALE NONE  
ISSUE DATE  
PROJ. TITLE GWR/RT16 N 10320 P1681  
REV. NUMBER  
DATE REV.



Task #	FTI	Materials	Acct Code	Tax Dist	Year	Mort
1	+RIP	SBI02M24-150LP	85X	HNI45	15	2013
2	+RIP	ANMV-900	3X	HNI45	45	2013
3	+RIP	ANMV-900	3X	HNI45	45	2013
4	+RIP	AFMV-600	45X	HNI45	23	1993
5	+RIP	AFMV-600	45X	HNI45	25	1993
6	+RIP	AFMV-105	45X	HNI45	25	1987
7	+RIP	AFMV-600	45X	HNI45	25	1993
8	+RIP	ANMV-900	45X	HNI45	25	2001

ALL KNOWN CABLES SHOWN  
ALL WORK TO BE DONE AFTER COMPLETION OF 9329745  
9329745  
9329745

SEE PLAT 1  
For use or disclosure outside the AT&T companies except under written agreement

---Proprietary---

MSSNTXU4739 / 7 MILE & LA HOMA / JOB # 9329740  
 MATERIALS/ EQUIPMENT

DESCRIPTION	Unit	Price	Total	TOTAL COST
TELLABS 1000 COMMONS DLP CARD	1 EACH	\$1,447.00	\$ 1,447.00	
TELLABS 1000 COMMONS EBC-3 CARD	1 EACH	\$700.00	\$ 700.00	
TELLABS 1000 COMMONS MTU CARD	1 EACH	\$449.00	\$ 449.00	
SAI - 2700 PR	1 EACH	\$9,502.32	\$ 9,502.32	
TELLABS 1000 LET GR303 BAY 8 DIMAX	1 EACH	\$6,000.00	\$ 6,000.00	
DSL SHELF	1 EACH	\$10,000.00	\$ 10,000.00	
DSL CARDS	30 EACH	\$704.00	\$ 21,120.00	
REPEATER SHELF	1 EACH	\$10,000.00	\$ 10,000.00	
TELLABS 1000 RT E-POTS CARD	30 EACH	\$704.00	\$ 21,120.00	
TELLABS 1000 52EU CAB; DMAX W/4 & E/4; 7330	1 EACH	\$78,565.00	\$ 78,565.00	
PREFABRICATED CONCRETE PAD	1 EACH	\$500.00	\$ 500.00	
COPPER				
	25 FT	\$40.00	\$ 1,000.00	
	50 FT	\$15.00	\$ 750.00	
FIBER	250 FT	\$1.10	\$ 275.00	
HANDHOLES	2 EACH	\$800.00	\$ 1,600.00	
CONDUITS				
	165 FT	\$1.25	\$ 206.25	
POLE 25' - CLASS 5 (For drop down pwr service for RT)	1 EACH	\$125.00	\$ 125.00	
6 white stranded wire, black stranded wire for RT pwr			\$ 600.00	
10 green stranded wire to provide pwr service for RT			\$ 400.00	\$164,359.57
AT&T DESIGN ENGINEERING LABOR	40 HRS	\$150.00	\$ 6,000.00	
AT&T SPICING LABOR	150 HRS	\$150.00	\$ 22,500.00	\$28,500.00
CONTRACT ENGINEER			\$ 5,000.00	
PLACE PREFAB CONCRETE PAD & DISTRIBUTION SAI	1 EACH	\$500.00	\$ 500.00	
PLACE PREFAB CONCRETE PAD & REMOTE TERMINAL	1 EACH	\$1,500.00	\$ 1,500.00	
HANDHOLE/CONDUIT/COPPER/FIBER PLACEMENTS			\$ 3,600.00	
REMOVAL			\$ 1,000.00	
SURVEY & EASEMENT ACQUISITION			\$ 2,625.00	
EASEMENT COST			\$ 20,000.00	
INSTALL 100 AMP ELECTRIC SERVICE ON NEW METER				
POLE; CONNECT CONDUIT AND WIRING TO NEW RT UNIT			\$ 2,750.00	\$36,975.00
COSTS INCURRED AND PAYMENT MADE DUE TO DESIGN				
POINT REQUIREMENTS NECESSITATING ACTUAL				
MEASUREMENTS IN ORDER TO COMPLETE DESIGN PHASE			\$ 750.00	\$750.00
TOTAL COST SUMMARY (MATERIAL)				
ENGINEERING				
SPICING				
TOTAL COST SUMMARY (ATT LABOR)				
CONTRACT LABOR				
TOTAL COST SUMMER (CONTRACT LABOR)				
AEP POWER APPLICATION & TRANSFER				
AEP POWER APPLICATION & TRANSFER				
TOTAL COST				\$230,584.57





## ATTACHMENT "C"

### Statement Covering Contract Work

#### **Lump Sum Bid Practice:**

Competitive lump sum bidding is defined as the process of inviting bids from multiple suppliers, acting independently, and awarding the work to the supplier who submits the lowest price. Lump sum bidding is the preferred method of contracting because it normally results in obtaining the most value for the Company, and is mandatory when the cost estimate for a project is above the locally established bid thresholds.

All specifications and instructions (written or verbal) provided to suppliers MUST be identical. Individual suppliers should never be provided information that has not been shared with all bidders.

**STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK**  
(AS APPEARING IN ESTIMATE)

U-Number: U13671

ROW CSJ Number: 0862-01-046/0669-01-052 District: Pharr  
County: Hidalgo Highway No.: FM681/FM2221  
Federal Project No.: N/A

I, Lucy I Salinas, a duly authorized and qualified representative of Southwestern Bell Telephone Company d/b/a AT&T Texas, 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. See attachment
  - 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.

  
Signature

01/30/15  
Date

Area Manager OSP Planning and Engineering Design  
Title

Attachment U-48

Construction

A & R Construction  
A & S Communications  
AC Contracting  
B & B Services  
D and R Utilities  
GET Escobedo  
Housley  
M. Serrano  
Merge  
Morris Construction  
R & E  
R & G Construction  
TKC Construction  
Zamarron Construction

## ATTACHMENT "D"

### Utility Schedule of Work and Estimated Date of Completion

START DATE: May 31, 2015

DURATION: 90 Business days

ESTIMATED COMPLETION DATE: September 30, 2015

ATTACHMENT "E"

Proof of Property Interest



**AFFIDAVIT**  
 (for Utility Owner)

U-No.U13671

**THE STATE OF TEXAS**

§  
§  
§

District: Pharr  
 County: Hidalgo  
 Federal Project No.: STP 1102 (024)MM  
 ROW CSJ No.: 0669-01-052  
 Highway No.: FM 681  
 (To be filled in by State)

**COUNTY OF HIDALGO**

**BEFORE ME, THE UNDERSIGNED AUTHORITY**, on this day personally appeared Lucy Salinas of the ATT, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Lucy Salinas 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. Being a 0.014 acre tract of land out of the East 5.89 acres of the West 15.0 acres of Lot 48-6 West Addition to Sharyland Subdivision;  
 [legal description of land]
2. N/A;  
 [facts indicating affiant's familiarity with subject land, including inspection and surveys]
3. Property is more fully described in Volume 2127 Page 646 H.C.D.R.;  
 [facts attesting to ownership, including claims through deeds, etc.]
4. N/A;  
 [facts showing use of property]
5. N/A;  
 [facts showing nature and state of repair of enclosures or fencing]
6. N/A;  
 [facts showing continuous possession for statutory period].

Further affiant sayeth not."

*Lucy Salinas*  
 \_\_\_\_\_  
 Signature

*Area Mgr - OSP Planning & Eng Design*  
 Title

*Southwestern Bell Telephone Company*  
 Company *d/b/a AT&T Texas*

---

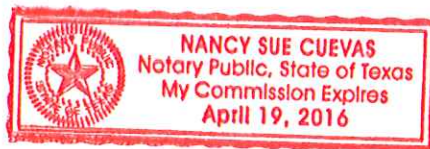
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Corporate Acknowledgment

State of Texas  
County of *Hidalgo*

This instrument was acknowledged before me on *April 1, 2015* by *Lucy I. Salinas*  
*Area Mgr. - OSP, Planning + Eng. Design of Southwestern Bell Telephone*  
*Company d/b/a AT&T Texas* corporation, on behalf of said corporation.

*Nancy S Cuevas*  
Notary Public's Signature



Vol. 2127-646

113672

Texas Plant Form 206  
Rev. 11-71 MISC. (gs)



Southwestern Bell - EASEMENT

*Chas. Sw*

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTH-  
WESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of  
TWO THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$ 2,700.00),  
and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN  
AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective  
successors and assigns, a permanent easement to construct, operate, maintain, inspect, replace and remove underground  
cable, conduit, manholes, above ground closures, huts and all associated hardware  
( a blanket easement).

upon, over and under Grantors' land, situated in Hidalgo County, Texas, and described as follows

Being a 0.014 acre tract of land out of the East 5.89 acres of the West 15.0  
acres of Lot 48-6 West Addition to Sharyland as recorded in Volume 1, Page 56,  
Map Records Hidalgo County, Texas, and being more specifically described by  
metes and bounds as follows:

Beginning at an iron pin set for the Northwest corner of this tract; said point  
being S 08°33'10" W, 20.27 feet from the Northwest corner of the above mentioned  
East 5.89 acre tract;

Thence S 71°54'05" E, along a line 20' South of and parallel to the South R.O.W.  
line of F.M. 681, a distance of 20.28 feet to an iron pin set for the Northeast  
corner of this tract;

Thence S 08°33'10" W, a distance of 30.00 feet to an iron pin set for the South-  
east corner of this tract;

Thence N 81°26'50" W, a distance of 20.00 feet to an iron pin set for the South-  
west corner of this tract; said point being on the West line of the above  
mentioned East 5.89 acres;

Thence N 08°33'10" E, along said West line, a distance of 33.36 feet to the  
point of beginning and containing 0.014 acres of land, more or less.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its  
successors and assigns, until the use of the easement is relinquished or abandoned, including (1) the right of ingress  
and egress to and from the easement by reasonable routes across Grantors' property, and (2) the right to clear and  
trim trees, overhanging branches, roots, brush and other obstructions in the easement.

Grantee, its successors and assigns, shall repair and restore the property and pay for damage to crops and  
other property following construction and maintenance work.

Grantors warrant that they are the owners of the land here conveyed and have the right to make this  
conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors and assigns, may  
quietly enjoy the premises for the uses herein stated.

Signed and executed this 24 day of April 19 85

*Mike D. Smith*

Witness: \_\_\_\_\_

Grantee's Mailing Address:

P.O. Box 2407  
McAllen, Texas 78501

VOL 2127 647

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF HIDALGO  
appeared MICHAEL WARSHAK BEFORE ME, the undersigned authority, on this day personally  
person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed  
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24 day of APRIL A.D. 1985

Richard L. Kaufman  
Notary Public in and for Hidalgo County, Texas  
My Commission Expires 7-2-85

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_  
appeared \_\_\_\_\_ BEFORE ME, the undersigned authority, on this day personally  
person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed  
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas  
My Commission Expires \_\_\_\_\_

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_  
appeared \_\_\_\_\_ BEFORE ME, the undersigned authority, on this day personally  
foregoing instrument, as \_\_\_\_\_ known to me to be the person whose name is subscribed to the  
\_\_\_\_\_ of \_\_\_\_\_  
a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed,  
in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas  
My Commission Expires \_\_\_\_\_

Ch & Pat. Southwestern Bell  
P.O. Box 2407  
McAllen, TX 78502

HIDALGO COUNTY, TEXAS  
J. EDGAR HINE  
FILED FOR RECORD  
APR 30 PM 4 33

118672



**AFFIDAVIT**  
 (for Utility Owner)

U-No.U13671

**THE STATE OF TEXAS**  
  
**COUNTY OF HIDALGO**

§  
 §  
 §

District: Pharr  
 County: Hidalgo  
 Federal Project No.: STP1102 (024)MM  
 ROW CSJ No.: 0669-01-052  
 Highway No.: FM 681/FM 2221  
 (To be filled in by State)

**BEFORE ME, THE UNDERSIGNED AUTHORITY**, on this day personally appeared Lucy Salinas of the ATT, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Lucy Salinas 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. Being a 0.014 acre tract of land out of the West 30.0 acres of Lot 48-3 West Addition to Sharyland Subdivision;  
 [legal description of land]
2. N/A;  
 [facts indicating affiant's familiarity with subject land, including inspection and surveys]
3. Property is more fully described in Volume 2328 Page 708 H.C.D.R.;  
 [facts attesting to ownership, including claims through deeds, etc.]
4. N/A;  
 [facts showing use of property]
5. N/A;  
 [facts showing nature and state of repair of enclosures or fencing]
6. N/A;  
 [facts showing continuous possession for statutory period].

Further affiant sayeth not."

*Lucy Salinas*  
 \_\_\_\_\_  
 Signature

*Area Mgr. - OSP Planning & Eng. Design*  
 Title

*Southwestern Bell Telephone Company*  
 Company *d/b/a AT&T Texas*

---

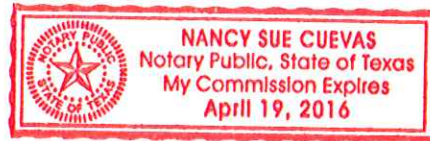
---

Corporate Acknowledgment

State of Texas  
County of *Hidalgo*

This instrument was acknowledged before me on *April 1, 2015* by *Lucy I. Salinas*,  
*Area Mgr. - OSP Planning + Eng. Design* of *Southwestern Bell Telephone*  
*Company d/B/a AT&T, Texas* corporation, on behalf of said corporation.

*Nancy Sue Cuevas*  
Notary Public's Signature





VOL 2328 PAGE 708

176928

Texas Plat Form 208  
Rev. 11-71 MISC.

### Southwestern Bell - EASEMENT

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTH WESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a permanent easement to construct, operate, maintain, inspect, replace and remove

Underground cable, conduit, manholes, above ground closures and all associated hardware.

upon, over and under Grantors' land, situated in Hidalgo County, Texas, and described as follows

Being a 0.014 acre tract out of the West 30.00 acres of Lot 48-3 West Addition to Sharyland Subdivision as recoded in Volume 1, Page 56, Map Records, Hidalgo County, Texas, and being more specifically described by metes and bounds as follows:

Beginning at an iron pin set on the South R.O.W. line of F.M. 681 for the Northwest corner of this tract; said corner being S 81°19'00" E., 152.00 feet and S 08°41'00" W., 35.00 feet from the Northwest corner of Lot 48-3;

Thence S 81°19'00" E., along said South R.O.W., a distance of 20.00 feet to an iron pin set for the Northeast corner of this tract;

Thence S 08°41'00" W., a distance of 30.00 feet to an iron pin set for the Southeast corner of this tract;

Thence N 81°19'00" W., a distance of 20.00 feet to an iron pin set for the Southwest corner of this tract;

Thence N 08°41'00" E., a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.014 acres of land, more or less.

THE GRANTEE SHALL INDEMNIFY and hold the grantor harmless for any damages or injury resulting from negligence due to installation or maintenance of appurtenances on the easement by grantee.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its successors and assigns, until the use of the easement is relinquished or abandoned, including (1) the right of ingress and egress to and from the easement by reasonable routes across Grantors' property, and (2) the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the easement.

Grantee, its successors and assigns, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work.

Grantors warrant that they are the owners of the land here conveyed and have the right to make this conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors and assigns, may quietly enjoy the premises for the uses herein stated.

Signed and executed this 12th day of August 19 86

*Jo Ann Lasley*  
Jo Ann Lasley, Owner

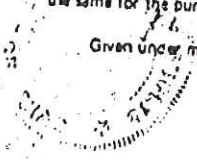
Witness: \_\_\_\_\_

Grantees Address:  
Southwestern Bell Telephone  
P.O. Box 2407  
McAllen, Texas 78502

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF HIDALGO  
appeared JO ANN LASLEY BEFORE ME, the undersigned authority, on this day personally  
person whose name is/are subscribed to the foregoing instrument and acknowledged to me that s/he/they executed  
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 12th day of August A.D. 19 86.



Ruth N. Hudsonpillar  
Notary Public in and for Hidalgo County, Texas  
My Commission Expires June 10, 1987

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_  
appeared \_\_\_\_\_ BEFORE ME, the undersigned authority, on this day personally  
person whose name is/are subscribed to the foregoing instrument and acknowledged to me that s/he/they executed  
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_.

Notary Public in and for \_\_\_\_\_ County, Texas  
My Commission Expires \_\_\_\_\_

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_  
appeared \_\_\_\_\_ BEFORE ME, the undersigned authority, on this day personally  
foregoing instrument, as \_\_\_\_\_ known to me to be the person whose name is subscribed to the  
a corporation, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed,  
in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_.

Notary Public in and for \_\_\_\_\_ County, Texas  
My Commission Expires \_\_\_\_\_

*NOT*  
*of the record book, per*  
*return to:*  
*S.W. Bee*  
*Serg. Mgt.*  
*P.O. Box 2407*  
*Morgan, Tx.*  
*78502*

HIDALGO COUNTY, TEXAS  
COUNTY CLERK  
J. EDWARD  
ZIMM  
86 AUG 20 PM 12 02  
FILED FOR RECORD

176928



**AFFIDAVIT**  
(for Utility Owner)

U-No.U13671

**THE STATE OF TEXAS**

§  
§  
§

District: Pharr  
County: Hidalgo  
Federal Project No.: STP 1102 (026)MM  
ROW CSJ No.: 0862-01-0146  
Highway No.: FM 681/FM 2221  
(To be filled in by State)

**COUNTY OF HIDALGO**

**BEFORE ME, THE UNDERSIGNED AUTHORITY**, on this day personally appeared Lucy Salinas of the ATT, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Lucy Salinas 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. Being a 0.014 acre tract of land out of Lot 78 Block 1 La Homa Citrus Groves Unit 2 Subdivision;  
[legal description of land]
2. N/A;  
[facts indicating affiant's familiarity with subject land, including inspection and surveys]
3. Property is more fully described in Volume 2127 Page 648 H.C.D.R.;  
[facts attesting to ownership, including claims through deeds, etc.]
4. N/A;  
[facts showing use of property]
5. N/A;  
[facts showing nature and state of repair of enclosures or fencing]
6. N/A;  
[facts showing continuous possession for statutory period].

Further affiant sayeth not."

*Lucy Salinas*  
\_\_\_\_\_  
Signature

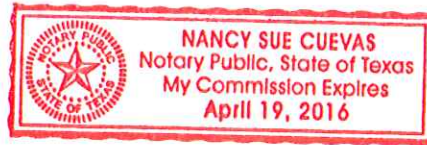
*Area Mgr - OSP Planning & Eng Design*  
Title  
*Southwestern Bell Telephone Company*  
Company *d/b/a AT&T Texas*

Corporate Acknowledgment

State of Texas  
County of *Hidalgo*

This instrument was acknowledged before me on *April 1, 2015* by *Lucy I. Salinas*  
*Area Mgr. - OSP Planning + Eng. Design* of *Southwestern Bell Telephone*  
*Company d/b/a AT&T Texas* corporation, on behalf of said corporation.

*Nancy S Cuevas*  
Notary Public's Signature





**AFFIDAVIT**  
 (for Disinterested Party)

U-No. .U13671

**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 \_\_\_\_\_, who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, \_\_\_\_\_, 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. My current residence is \_\_\_\_\_, \_\_\_\_\_, Texas;
2. I am familiar with the land that is the subject of this Affidavit because \_\_\_\_\_ (reason for knowledge, i.e., county commissioner, agricultural agent);
3. I have personal knowledge that ATT ("Utility") has occupied a 0.014 acre tract of land out of Lot 78 Block 1 La Homa Citrus Groves Unit 2 Subdivision [description of land] for a period of \_\_\_\_\_ years.
4. The Utility has occupied the land by the placing of \_\_\_\_\_ [electric poles and lines, water lines, etc.], and said facilities have been present continuously during the period of the Utility's occupation.

Further affiant sayeth not."

\_\_\_\_\_  
 Signature

---

---

**Acknowledgement**

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

FILE

Est. 0601416 - Mission

113673

GS.

Chv  
Su



Southwestern Bell - EASEMENT

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTH-  
WESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of  
TWO THOUSAND AND NO/100 ----- Dollars (\$ 2,000.00 ),  
and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN  
AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective  
successors and assigns, a permanent easement to construct, operate, maintain, inspect, replace and remove underground  
cable, conduit, manholes, above ground closures, huts and all associated hardware  
(a blanket easement).

upon, over and under Grantors' land, situated in Hidalgo County, Texas, and described as follows

Being a 0.014 acre tract out of Lot 78, Block 1, La Homa Ranch Citrus Groves,  
Unit 2 Subdivision as recorded in Volume 8, Page 9, Map Records, Hidalgo  
County, Texas and being more specifically described by metes and bounds  
and follows:

Beginning on the East line of Lot 78 for the Southeast corner of this tract;  
said point being N 08°50'00" E a distance of 8.0 feet from the Southeast  
corner of Lot 78;

Thence N 81°10'00" W, 8.0' North of and parallel to the South line of Lot 78,  
a distance of 20.00 feet to the Southwest corner of this tract; said point  
being N 08°50'00" E, 8.0 feet from an iron pin set on the South line of  
Lot 78;

Thence N 08°50'00" E a distance of 30.00 feet to an iron pin set for the  
Northwest corner of this tract;

Thence S 81°10'00" E, a distance of 20.00 feet to an iron pin set on the  
East line of Lot 78 for the Northeast corner of this tract;

Thence S 08°50'00" W, along said East line, a distance of 30.00 feet to the  
point of beginning and containing 0.014 acres of land, more or less.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its  
successors and assigns, until the use of the easement is relinquished or abandoned, including (1) the right of ingress  
and egress to and from the easement by reasonable routes across Grantors' property, and (2) the right to clear and  
trim trees, overhanging branches, roots, brush and other obstructions in the easement.

Grantee, its successors and assigns, shall repair and restore the property and pay for damage to crops and  
other property following construction and maintenance work.

Grantors warrant that they are the owners of the land here conveyed and have the right to make this  
conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors and assigns, may  
quietly enjoy the premises for the uses herein stated.

Signed and executed this 24 day of April, 1985

[Signature]

RECEIVED

Witness: \_\_\_\_\_

Grantee's Mailing Address:  
P.O. Box 2407  
McAllen, Texas 78501

MAY 24 1985

REC'D DEPT. McALLEN

File 15-27-85

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

appeared GENE MERCER

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

Given under my hand and seal of office this the 24 day of APRIL A.D. 19 85

Richard J. Kepler  
Notary Public in and for Hidalgo County, Texas  
My Commission Expires 7-2-85

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

appeared \_\_\_\_\_

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

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas  
My Commission Expires \_\_\_\_\_

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

appeared \_\_\_\_\_

foregoing instrument, as \_\_\_\_\_ of \_\_\_\_\_ a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas  
My Commission Expires \_\_\_\_\_

*chrkt*  
*Southwestern Bell*

PROOF READ

STATE OF TEXAS  
COUNTY OF HIDALGO  
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time Stamped hereon by me; and was duly RECORDED in the official Public Records of Real Property of Hidalgo County, Texas



*[Handwritten signature]*

COUNTY CLERK  
HIDALGO COUNTY, TEXAS

*[Faint, mirrored text from reverse side of page]*

## ATTACHMENT "F"

### Eligibility Ratio

Private easements with existing facilities on exclusive AT&T easement being encumbered by TXDOT ROW acquisition for the proposed FM681 widening project requiring relocation of existing facilities to new exclusive easement location outside of proposed ROW. 100% eligible for reimbursement.

Note: only applies to work inside AT&T private easement (ingress & egress)

ATTACHMENT "G"

Cost Comparison N/A

## ATTACHMENT "H"

### Betterment Statement

Replacement in kind therefore no betterment credit will be applied. All cables to be abandoned in place, materials are non-salvageable.

Due to equipment availability Tellabs 1000 is the only approved (N) GDLC system not manufacture-discontinued. All remote terminals will be replaced with this company standard equipment.

ATTACHMENT "I"

Quit Claim Deed

EXHIBIT "A"

County: Hidalgo  
Highway: FM 681 & FM 2221  
CSJ: 0669-01-043  
RCSJ: 0669-01-052

Parcel 56  
Property Description

A tract of land containing 0.862 acre (37,534 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 48-3, WEST ADDITION TO SHARYLAND**, recorded in Volume 1, Page 56, H.C.M.R., and said 0.862 acre (37,534 square feet) also being a part or portion of a 10.909 Acre tract of land deeded to LDF Investments, recorded in Document #2024618, H.C.D.R., by First National Bank on July 30, 2009, and said 0.862 acre (37,534 square feet) also being more particularly described as follows;

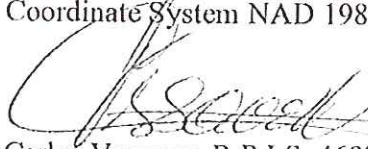
**COMMENCING** on the southeast corner of said 10.909 Acre tract;

**THENCE** N 08° 31' 53" E (N08°50'E), along the East line of said 10.909 Acre tract, a distance of 781.58 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the proposed South right-of-way line of FM 681, for a point of curvature and the southeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1042192.65 and Y=16641447.46. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** along the proposed South right-of-way line of said FM 681 and said curve to the right with a radius of 8,075.00 feet, an interior angle of 03° 04' 01", an arc length of 432.24 feet, a tangent of 216.17 feet and a chord that bears N 83° 00' 10" W, a distance of 432.19 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for a point of tangency and an outside corner of this tract;
2. **THENCE** N 81° 28' 09" W, continuing along the proposed South right-of-way line of said FM 681, a distance of 67.97 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

3. **THENCE** S 53° 31' 57" W, continuing along the proposed South right-of-way line of said FM 681, a distance of 28.29 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the East right-of-way line of Los Ebanos Road, for the southwest corner of this tract;
4. **THENCE** N 08° 32' 04" E (N08°50'E), along the East right-of-way line of said Los Ebanos Road, a distance of 95.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the South right-of-way line of said FM 681, for the northwest corner of this tract;
5. **THENCE** S 81° 28' 07" E (S81°10'E), along the South right-of-way line of said FM 681, a distance of 520.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the East line of said 10.909 Acre tract, for the northeast corner of this tract;
6. **THENCE** S 08° 31' 53" W (S08°50'W), along the East line of said 10.909 Acre tract, a distance of 63.43 feet to the **POINT OF BEGINNING**, containing 0.862 acre (37,534 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

  
Carlos Vasquez, R.P.L.S. 4608  
Registered Professional Land Surveyor  
State of Texas No. 4605  
Date: July 13, 2009



**LOS EBANOS RD**

**FM 681**

(EAST) **S 81°28'07" E**

520.00' (PROPOSED)

430-00

(PROPOSED)

**56**

SOUTHWESTERN BELL EASEMENT  
VOL. 2328, PG. 708  
H.C.D.R.

LDF INVESTMENTS  
DOCUMENT NO. 2024618  
H.C.D.R.

**LOT 48-3**  
**WEST ADDITION TO SHARYLAND**  
(VOL. 1, PG 56, H.C.M.R.)

P.D.B. PARCEL 56  
X=10442192.65  
Y=16641447.46  
STA 430+16.14  
DS 75.00 RT

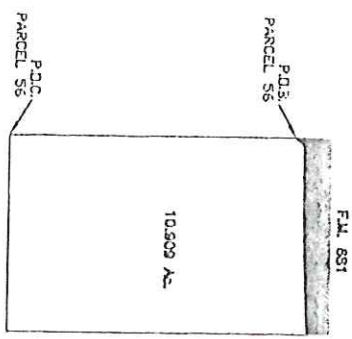
HIDALGO COUNTY  
DOCUMENT NO. 1810864  
H.C.D.R.

NUMBER	DELTA ANGLE	RADIUS	CHORD LENGTH	CHORD DIRECTION	TANGENT ARC LENGTH
C33	03°04'01"	18075.00	432.19	N 83°00'10" W	215.17
L77	S 53°31'57" W		28.29'		
L78	N 08°32'04" E		95.00'		
L79	S 08°31'53" W		63.43'		

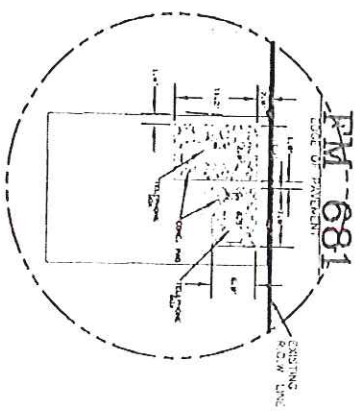
LDF INVESTMENTS

**RIGHT OF WAY SKETCH**  
**SHOWING PROPERTY OF**

- NOTE:**
1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.
  2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVO LS" SET, UNLESS OTHERWISE NOTED.



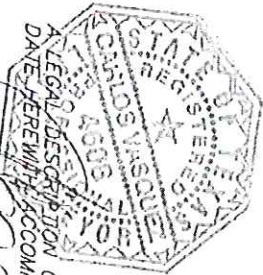
**N08°31'53"E 781.58'**  
(NORTH)



SCALE 1" = 100.00'

**LEGEND:**

- |                   |                 |            |                     |                 |  |                     |                |
|-------------------|-----------------|------------|---------------------|-----------------|--|---------------------|----------------|
| RIGHT-OF-WAY POST | CHAINLINK FENCE | WOOD FENCE | FOUND 1/2" IRON ROD | FOUND IRON PIPE | SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVO LS" | FOUND 1/2" IRON ROD | OVERHEAD POWER |
| ⊠                 | —X—             | —/—        | ○                   | ○               | ○  | —1/2"—              | —OH—           |
- MANHOLE (TELEPHONE)  
TRAFFIC SIGNAL LIGHT POLE  
TELEPHONE PEDESTAL  
LIGHT POLE  
WATER METER  
FIRE HYDRANT  
GUY  
POWER POLE



CARLOS VASQUEZ, R.P.L.S. 4608



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517 BELMONT AVE.  
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**DETAIL 'A'**  
N.T.S.

RECEIVED OCTOBER 22, 2010 RECEIVED NOVEMBER 22, 2010 RECEIVED MAY 14, 2010	DATE OF SURVEY 5/21/10
ACCOUNT NO. 0588-01-052	DATE OF SHEET 3 OF 3
PHARR AND FM 2221	COUNTY HIDALGO
EXISTING ROW TRADING: 0.682 AC REMAINING: 10.909 AC	

**EXHIBIT "A"**

County: Hidalgo  
Highway: FM 681 & FM 2221  
RCSJ: 0669-01-052

Parcel 81  
Property Description

A tract of land containing 0.280 acre (12,185 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 48-6, WEST ADDITION TO SHARYLAND**, recorded in Volume 1, Page 56, H.C.M.R., and said 0.280 acre (12,185 square feet) also being a part or portion of a 5.890 acre tract of land deeded to James R. & Matilde McLain, recorded in Volume 3103, Page 94, H.C.D.R., by Michael & Cindy Warshak on July 10, 1991, and said 0.280 acre (12,185 square feet) also being more particularly described as follows;

**COMMENCING** on the southeast corner of said 5.0 acre tract;

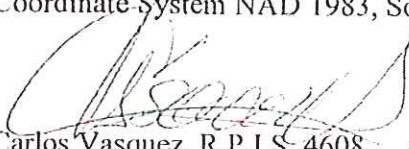
**THENCE** N 08° 33' 10" E (N08°33'50"E), along the east line of said 5.0 acre tract, a distance of 1203.99 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed south right-of-way line of FM 681, for the southeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1046062.11 and Y=16640849.89. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

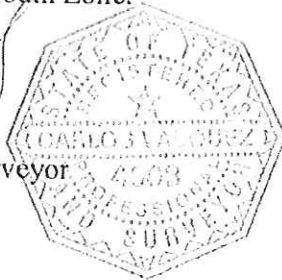
1. **THENCE** N 81° 27' 27" W, along the proposed south right-of-way of said FM 681 a distance of 90.97 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;
2. **THENCE** continuing along the proposed south right-of-way line of said FM 681 and said curve to the right with a radius of 8075.00 feet, an interior angle of 00° 44' 00", an arc length of 103.35 feet, a tangent of 51.68 feet and a chord that bears N 81° 05' 27" W, a distance of 103.35 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the west line of said 5.0 acre tract, for the southwest corner of this tract;

Page 2 of 3  
July 13, 2009  
Revised May 14, 2010  
Revised August 26, 2010  
Revised October 8, 2010  
Parcel 81

3. THENCE N 08° 30' 58" E (N08°33'50"E), along the west line of said 5.0 acre tract a distance of 78.44 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the south right-of-way of said FM 681, for the northwest corner of this tract;
4. THENCE S 71° 56' 30" E (S71°54'05"E), along the south right-of-way line of said FM 681 a distance of 197.10 feet to a 1/2" iron rod found, on the south right-of-way of said FM 681, for the northeast corner of this tract;
5. THENCE S 08° 33' 10" W, along the east line of said 5.0 acre tract a distance of 46.52 feet the **POINT OF BEGINNING**, containing 0.280 acre (12,185 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

  
Carlos Vasquez, R.P.L.S. 4608  
Registered Professional Land Surveyor  
State of Texas No. 4605  
Date: July 13, 2009



EXISTING RIGHT-OF-WAY

PROPOSED ALIGNMENT CURVE

PI STA: 464+49.56  
DELTA: 5° 43' 55" (LT)  
TAN: 400.50  
L: 800.33  
R: 8,000.00  
PC STA: 460+49.06  
PT STA: 468+49.40

SOUTHWESTERN BELL EASEMENT  
VOL. 2127, PG. 646, H.C.D.R.

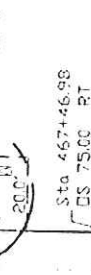
(N8°33'50"E)  
N 08°30'58" E

FM 681 ROW VARIES

PROP. & ALIGNMENT



DETAIL 'A'



R=8075.00  
D=00°44'00"  
L=103.35  
T=51.68  
CH=103.35  
N 81°05'27" W

10' DRAINAGE SWALE  
10' UTILITY ESMT

48-6  
WEST ADDITION TO SHARYLAND  
(VOL. 1, PG 56 H.C.M.R.)

JAMES R. & MATILDE MCCLAIN  
VOL. 3103, PG. 94  
H.C.D.R.

P.O.B. PARCEL 81  
X=1046062.11  
Y=16640849.89  
STA 469+40.37  
DS 75.00 RT

SCHUCK FARMS, L.L.C.  
Texas Limited Liability Company  
DOC. NO. 623239, H.C.D.R.

NOTE:

- 1. ALL BEARING AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE
- 2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED 'CVO LS' SET, UNLESS OTHERWISE NOTED.

SCALE: 1" = 50.00'

DETAIL 'A'  
N.T.S.

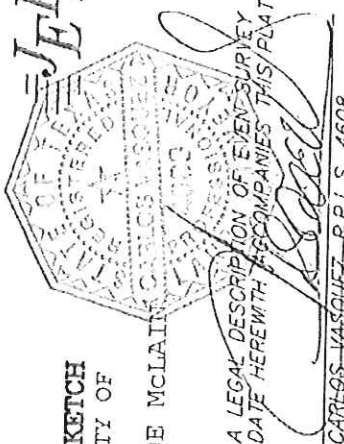


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517 BEAUMONT AVE.  
WACALLEN, TEXAS 75086  
P.H. (956) 518-1555  
FAX (956) 618-1547



RIGHT OF WAY SKETCH  
SHOWING PROPERTY OF

JAMES R. & MATILDE MCCLAIN



A LEGAL DESCRIPTION OF EASEMENT SURVEY  
DATE HERewith ACCOMPANIES THIS PLAT  
CARLOS VASQUEZ, R.P.L.S. 4608

LEGEND:

- SIGN
- MANHOLE (TELEPHONE)
- TRAFFIC SIGNAL LIGHT POLE
- TELEPHONE PEDESTAL
- LIGHT POLE
- WATER METER
- FIRE HYDRANT
- GUY
- POWER POLE
- RIGHT-OF-WAY POST
- CHAINLINK FENCE
- WOOD FENCE
- FOUND 1/2" IRON ROD
- FOUND 1/2" IRON PIPE
- SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED 'CVO LS'
- FOUND 1/2" IRON ROD
- OVERHEAD POWER

PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	0658-01-057	DATE OF SURVEY
EXISTING	5.889 Ac	REMAINING
	(12.185 Ac)	(16.074 Ac)
		3 OF 3

EXHIBIT "A"

County: Hidalgo  
Highway: FM 681 & FM 2221  
RCSJ: 0862-01-046

Parcel 8  
Property Description

A tract of land containing 0.241 acre (10,487 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 78, BLOCK 1, LA HOMA RANCH CITRUS GROVES UNIT 2**, recorded in Volume 8, Page 9, H.C.M.R., and said 0.241 acre (10,487 square feet) also being a part or portion of a 0.910 Acre tract of land deeded to Lucio De Anda and Ivon Peralez, recorded in Document No. 1402344, H.C.D.R., by Mario A. & Maria I. Sanchez on November 10, 2004, and said 0.241 acre (10,487 square feet) also being more particularly described as follows;

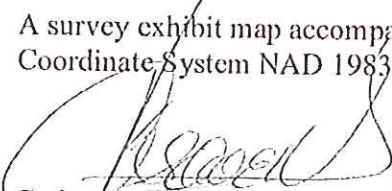
**COMMENCING** on the east line of said Lot 78 and the northeast corner of said 0.91 Acre Tract;

**THENCE** S 08° 52' 11" W (S 08° 50' W), along the East line of said Lot 78 and the east line of said 0.91 Acre Tract, a distance of 157.65 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of FM 2221, for the northeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1034066.25 and Y=16642913.98. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** S 08° 52' 11" W (S 08° 50' W), continuing along the East line of said Lot 78 and the east line of said 0.91 Acre Tract, a distance of 70.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the North right-of-way line of said FM 2221, for the southeast corner of this tract;
2. **THENCE** N 81° 04' 54" W (N 81° 10' W), along the North right-of-way line of said FM 2221, a distance of 149.83 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the west line of said 0.91 Acre Tract, for the southwest corner of this tract;

3. THENCE N 08° 53' 48" E (N 9° 01' 17" E), along the West line of said 0.91 Acre Tract, a distance of 70.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of said FM 2221 for the northwest corner of this tract;
4. THENCE S 81° 04' 54" E, along the proposed North right-of-way line of said FM 2221, a distance of 149.80 feet to the **POINT OF BEGINNING**, containing 0.241 acre (10,487 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

  
Carlos Vasquez, R.P.L.S. 4608

Registered Professional Land Surveyor  
State of Texas No. 4605

Date: July 13, 2009



P.O.C. PARCEL 8

LA HOWA RANCH CITRUS GROVES UNIT 2 (VOL. 8, PG 9, H.C.M.R.)

JUDITH RIOS (DOC. #103320, H.C.D.R.)

LOT 78, BLK 1 LUCIO DE ANDA & IVON PERALEZ (DOC. #1402344, H.C.D.R.)

LOT 79, BLK 1 JOSEPH EROMOSELE (DOC. #1864538, H.C.D.R.)

PROPOSED RIGHT-OF-WAY

S 81°04'54" E 149.80'

P.O.B. PARCEL 8  
X=1034066.25  
Y=16642913.98  
STA 468+65.19  
OS 75.00 LT

(8)

15.00' SWSC EASEMENT (VOL. 1668, PG. 991, H.C.D.R.)

PROP. & ALIGNMENT

N 81°04'54" W 149.83'  
(N 81°10' W) 468+00

40.00' R.O.W. EASEMENT VOL. 760, PG. 174, H.C.D.R.

FM 2221 80' ROW

EXISTING RIGHT-OF-WAY

- NOTE:
1. ALL BEARING AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE
  2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, UNLESS OTHERWISE NOTED.

RIGHT OF WAY SKETCH SHOWING PROPERTY OF

LUCIO D. ANDA & IVON PERALEZ

- LEGEND:
- RIGHT-OF-WAY POST
  - CHAINLINK FENCE
  - WOOD FENCE
  - FOUND 1/2" IRON ROD
  - FOUND IRON PIPE
  - SET # 5 3/8" IRON ROD WITH PLASTIC CAP STAMPED "CVO U.S."
  - FOUND 1/2" IRON ROD OVERHEAD POWER
  - SIGN
  - MANHOLE (TELEPHONE)
  - TRAFFIC SIGNAL LIGHT POLE
  - TELEPHONE PEDESTAL
  - LIGHT POLE
  - WATER METER
  - FIRE HYDRANT
  - GUY
  - POWER POLE

SCALE 1" = 40.00'



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FAX (956) 618-1547

A LEGAL DESCRIPTION OF EVERY SURVEY DATE HEREWITH ACCOMPANIES THIS PLAN

CARLOS VASQUEZ, R.P.L.S. 4608

RECEIVED OCTOBER 22, 2010	PLAT OF SURVEY	COUNTY
REVISED AUGUST 26, 2010		
REVISED MAY 14, 2010		
U.S.T. NAME	FM 631	
PHARR	AND FM 2221	HIDALGO
AGGREGATE AC.	0962-01-048	
EXISTING	TAKING	REMAINING
0.91 AC.	(10,281 Sq Ft)	0.665 AC.
		SHEET 3 OF 3

ATTACHMENT "J"

Joint Use Agreement N/A

## BUY AMERICA

Document ATT-TELCO-002-203-860 is to be used as a procedural guideline for the AT&T C&E organizations to follow when ordering or placing products for utility relocation projects where Buy America applies. The methods and procedures in this document are current and applicable, yet may be superseded by external influences such as local, state and federal guidelines.