

November 18, 2015

TO: Robert Macheska, P.E., CFM  
L&G Engineering –Transportation Consulting Engineers  
900 S. Stewart Rd., Ste. 9  
Mission, Tx 78572  
Ofc: (956) 585-1909 Fax: (956) 585-1927 Cell: (956) 684-698  
www.lgengineers.com  
www.lgengineers.com/laboratory

FROM: Ulises Garcia, P.E.  
5602 E. Grimes Road  
Harlingen, TX 78550

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**SH 364 (La Homa Road) – Compensable Relocation Package (Executed)**

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Mr. Macheska:

Attached to this letter you will find the executed reimbursable package in regards to the aforementioned and for further processing unto the corresponding executing entities. I have attached the following for your dissemination, which includes:

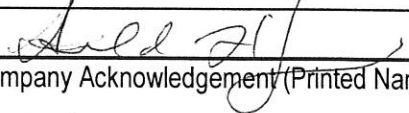
- Two (2) original Reimbursement Packages (Executed)
- And One CD-R containing Reimbursement Package (Executed).

If you should need any additional information in regards to these matters, please don't hesitate on reaching me at 956-444-3936 or 956-238-0517.

Attentively,



Ulises Garcia, P.E.


Company Acknowledgement (Printed Name)
L & G
Company Title
11/18/15
Date (Print)

SUA  
LPA Version

STATE OF TEXAS           §

COUNTY OF HIDALGO      §

## LPA STANDARD UTILITY AGREEMENT

### **SH 364 (La Homa Rd) TEXAS GAS SERVICE, a Division of ONE Gas, Inc. GAS LINE ADJUSTMENT, REMOVAL, AND/OR REPLACEMENT**

This agreement is made by and between the County Of Hidalgo, Texas hereinafter referred to as "County" and *Texas Gas Service, a division of ONE Gas, Inc.*, 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 an Underground 8" High Pressure Steel Gas Line* 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 concurrence 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. Accounting Method (Attachment "B")(2 Originals)
  - d. Schedule (Start & End Dates) (Attachment "C")(2 Originals)
  - e. Statement Covering Contract Work – TxDOT ROW-U-48 (Attachment "D")(2 Originals);
  - f. Proof of Property Interest – TxDOT ROW-U-1A (Attachment "E")(2 Originals and 1 copy of recorded instrument);
  - g. Eligibility Ratio(Attachment "F")(2 Originals),
  - h. Cost Comparison (if Betterment) (Attachment "G")(2 Originals),
  - i. Betterment Statement (Attachment "H")(2 Originals),
  - j. Quit Claim Deed – TxDOT ROW-N-30 (Attachment "I")(2 Originals), if applicable,
  - k. Joint Use Agreement (Attachment "J")(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: Texas Gas Service, a division of ONE Gas, Inc.  
Attention: Jim Jarret, Vice President of Operations  
1301 South MoPac, Suite 400  
Austin, Texas 78746

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

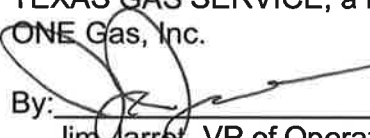
14. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

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.

TEXAS GAS SERVICE, a Division of  
ONE Gas, Inc.

By:  \_\_\_\_\_  
Jim Jarret, VP of Operations

TLC  
RC

COUNTY OF HIDALGO

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

ATTEST:

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

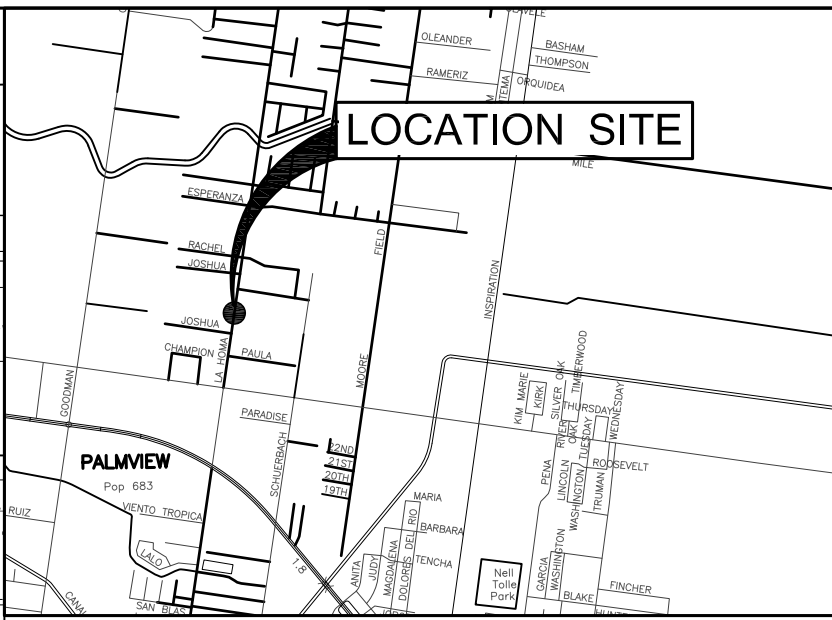
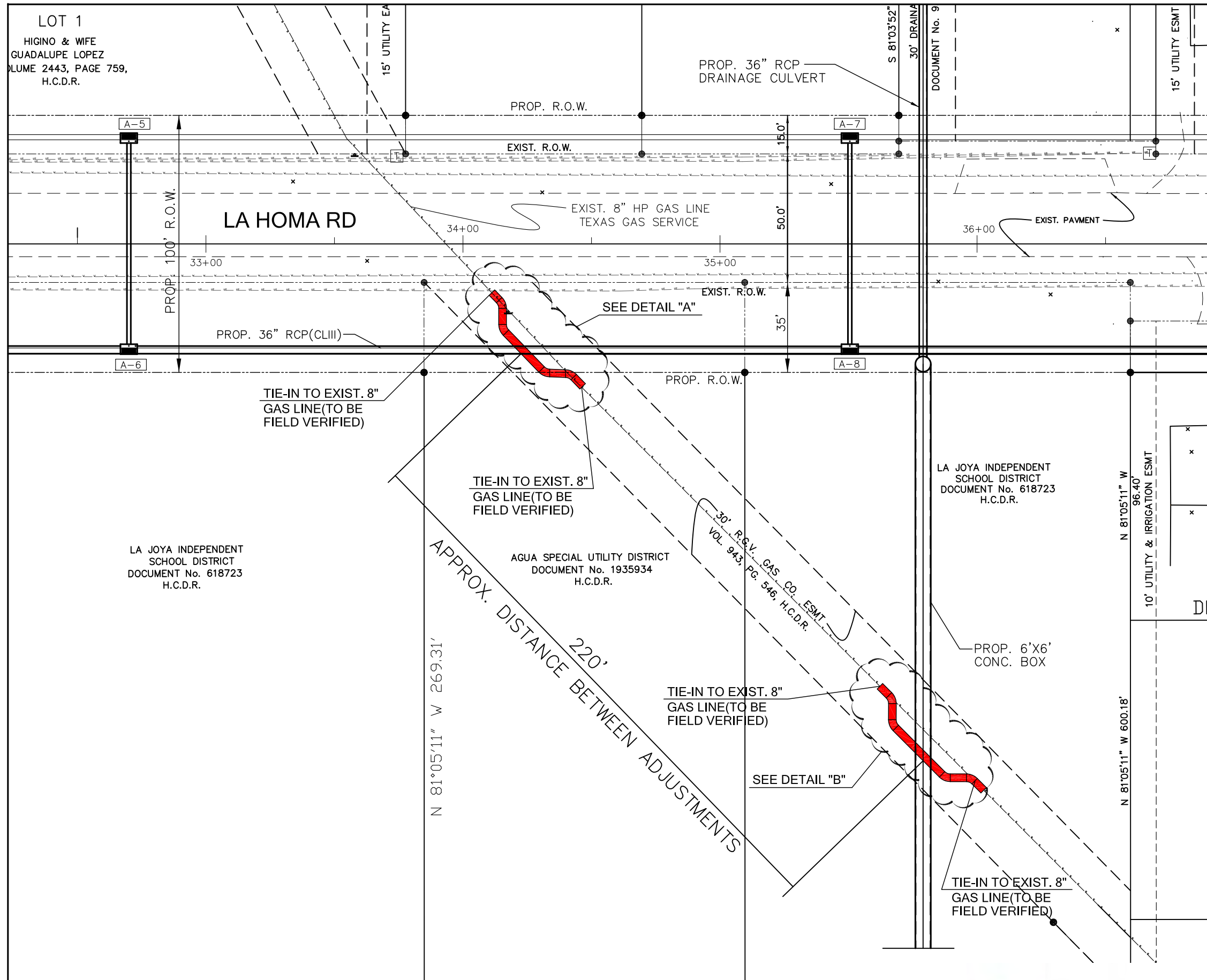
APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

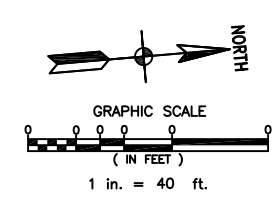
By: \_\_\_\_\_  
Stephen L. Crain

# Attachment “A”

Plans, Specifications & Cost estimate



VICINITY MAP



LEGEND

- NEW GAS MAIN
- NEW SERVICE LINE
- PROPERTY LINE
- EXIST. HIGH PRESSURE GAS
- EXIST. LOW PRESSURE GAS
- EXIST. WATER LINE
- EXIST. WASTE WATER
- EXIST. STORM SEWER
- EXIST. OVERHEAD ELECTRIC
- EXIST. UNDERGROUND ELECTRIC
- EXIST. OVERHEAD TELEPHONE
- EXIST. UNDERGROUND FIBER

NOTES

1. CONTRACTOR TO CONTACT T. G. S. ENG. DEPT. PRIOR TO CONSTRUCTION TO VERIFY ASSIGNMENTS OF MAINS & SERVICES.
2. DETERMINATION OF GRADE FOR GAS MAINS AT STORM SEWER CROSSINGS TO BE DONE IN THE FIELD IN CONJUNCTION WITH PROFILE SHEETS.
3. ALL SPOIL SHALL BE REMOVED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALLATION.
4. MARKER TAPE TO BE INSTALLED 1 FOOT BELOW SUBGRADE & PARALLEL TO MAINS & SERVICES.
5. COMPACTION OF TRENCHES IN ALL ROADWAYS SHALL BE DONE IN ACCORDANCE WITH DSS-2, PAGE 3, OF THE DISTRIBUTION SYSTEM CONSTRUCTION FOR BOTH STEEL & PLASTIC PIPELINE INSTALLATION.
6. CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. ALL BORES WILL BE DIRECTIONAL.

DISTRIBUTION OF MAPS

- INSPECTOR 1
- INSPECTOR 2
- CONTRACTOR
- AS-BUILT
- PIPE TRACKING
- USIC
- CONTRACT
- FOLDER COPY

DRAWN BY M.MTZ.	DATE 10/13/15
CHECKED BY R.CASAREZ	DATE 10/16/15
SCALE 1"=40'	

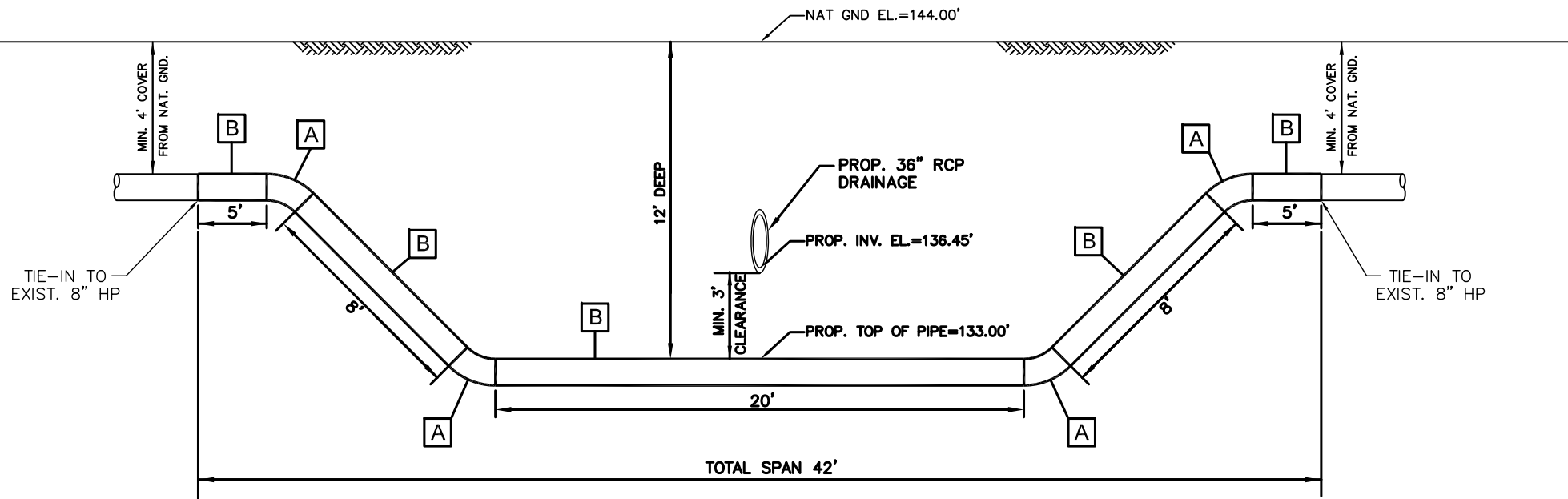
NOTE: THIS DRAWING IS THE PROPERTY OF TEXAS GAS SERVICE CORPORATION AND SHALL NOT BE TRACED, PHOTOGRAPHED, OR REPRODUCED IN ANY MANNER, NOR USED FOR ANY PURPOSE WHATSOEVER EXCEPT BY WRITTEN PERMISSION OF TGS. NOT VALID FOR CONSTRUCTION UNLESS C E R T I F I E D .

APPROXIMATE LOCATION OF EXISTING GAS LINES  
NO BLASTING WITHIN 10 FEET OF GAS LINES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE GAS LINES.  
CONTACT 1-800-DIG-TESS (1-800-344-8377) FOR LOCATIONS AT LEAST 48 HOURS PRIOR TO EXCAVATING.

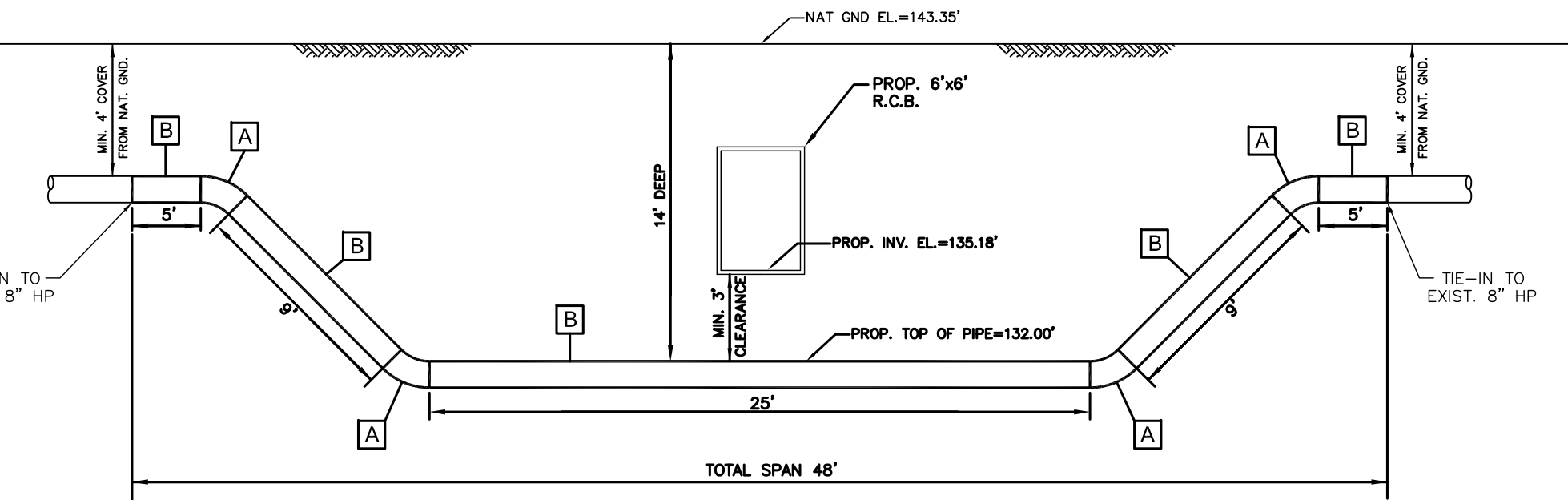


SH 364 (LA HOMA RD.)  
LINE 173J-8"HP ADJUSTMENTS  
MISSION, TX

JES. NO. 2015002987	W.O. N.O.	DATE 10-16-15	SHEET 1
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TYPICAL 8" OFFSET- DETAIL "A"  
SCALE: N.T.S.



TYPICAL 8" OFFSET- DETAIL "B"  
SCALE: N.T.S.

LEGEND

- NEW GAS MAIN
- NEW SERVICE LINE
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- EXIST. HIGH PRESSURE GAS
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MATERIAL QUANTITIES

ITEM	QTY.	DESCRIPTION
A	8	8" ELBOW-WELD, 45 DEG, LR, Y52
B	100'	8.625"OD, 0.250"WT, API-5L, X-52, ERW, FBE
*	5	TRENTON PROTOL KIT 7200

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SH 364 (LA HOMA RD.) LINE 173J-8"HP ADJUSTMENTS MISSION, TX			
JES. NO. 2015002987	W.O. N.O.	DATE 10-16-15	SHEET 2



5602 E. Grimes Road  
Harlingen, Texas 78553  
956-444-3931 • texasgasservice.com

November 18, 2015

Mr. Robert Macheska, P.E., C.F.M.  
900 S. Stewart Road, Suite 9  
Mission, Texas 78572

**RE: SH364 (La Homa Road) Utility Relocation Package  
Mission, Texas**

Mr. Macheska:

Attached is the Capital Job Order (FORM 765-K) for the compensable Texas Gas Service pipeline adjustments required for the SH364 (La Homa Road) project. The estimated total cost for the adjustments is \$213,226. This includes installation construction and retirement costs.

Please keep in mind that this Standard Utility Agreement is an actual cost agreement. The estimated total may vary from the final cost of adjustment due to material and contract labor costs. If you have any questions, feel free to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Rene C. Casares".

Rene C. Casares, P.E.  
Engineering Supervisor

cc: Ulises Garcia, P.E. – Engineer III  
Tom Capps – Director of Operations - RGV

# CAPITAL JOB ORDER

FORM 765-K - Mains  
 Estimate Number: 2015002987

Area Approval  
 Regional Approval

JOB ORDER NO.  
 091.055.7736.XXXXXX

Rates Mech: CIP / Funding Type:

Title Mission	Job Description CIP- SH364 - LINE 173J (HPD) 8INCH RELOCAITON DUE TO DRAINAGE IMPROVEMENTS
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<b>Scope Of Work</b> REPLACE APPROX. 420 FT. OF 8" STEEL GAS LINE IN ORDER CLEAR CONFLICTS WITH NEW STORM DRAIN AND OUTFALL PROJECT BY TXDOT.										<b>COSTS:</b>		<b>RETIREMENT</b>		<b>CONSTRUCTION</b>																																									
<b>Date Prepared</b> 06/04/15 <b>Tech ID</b> OKE08713 <b>District/Area</b> RGV <b>Contributor's Name (Attach Agreement)</b>										Material Amt	0	2,628																																											
<b>Orig JO or Acquisition (Year)</b> <b>Related JO Nos.</b> <b>Connecting JO Nos.</b>										Stores Exp-18%	0	473																																											
<b>Atlas Pg.</b> <b>City/County</b> HIDALGO <b>Location (Qtr., Sec., Twp., Rge.)</b> 1/4NW-S00-T00S-R00E <b>Grid No.</b> <b>MR No.</b>										Purchase Material	11,894	1,362																																											
<b>Pre-Const Requirement</b> US Hwy.    St. Hwy. <input checked="" type="checkbox"/> Co. Rd.    RR Cross.    Environ.    R/W <input checked="" type="checkbox"/> Survey    KCC    Irr/Drain    Ad Valorem 108000000										Co. Const. Lab	1,000	2,960																																											
<b>Inspector</b> <b>Contractor</b>										Other Co. Labor	0	0																																											
<b>Pipe Size &amp; Kind</b> 8 5/8 BS    8 FBE/CS <b>Total Feet</b>										Total Co. Labor	1,000	2,960																																											
<b>Install</b> 100 <b>Abandon/Salvaged</b> 100										Ind. Labor-40.75%	407	1,206																																											
<b>Min. Test Pressure</b> 600 PSI <b>Test Medium</b> WATER <b>Test Duration</b> 8 HRS <b>Const. Cost/Ft.</b> 1,111.54 <b>Class</b>										Vehicle Costs	160	500																																											
<b>PRESSURE DATA</b> Design 915 PSIG    Actual 320 PSIG    Allow 366 PSIG										R/W & Damages	0	0																																											
<b>Pressure &amp; Capacity</b> <b>Load MCF/H</b> <b>Capacity MCF/H</b> <b>Upstream Pressure</b> <b>Downstream Pressure</b>										Pvg. Repairs	0	0																																											
<b>Present</b> <b>Proposed</b>										Contract Costs	51,553	61,670																																											
<b>ESTIMATED MATERIALS</b>										Contract S/Tax-0%	0	0																																											
<table border="1"> <thead> <tr> <th>Est. Quantity</th> <th>Unit Price</th> <th>Amount</th> <th>Material Items</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align:center"><b>INSTALLED FACILITIES</b></td> </tr> <tr> <td>100</td> <td>16.10</td> <td>1,610</td> <td>PIPE, ST, 8.625 IN OD, 0.250 WT, X52, ERW, BARE, DRL, API 5L, 22.38 LBS PER FT, BEV</td> </tr> <tr> <td>22</td> <td>46.25</td> <td>1,018</td> <td>COATING, TWO LTR KIT, BASE AND HARDENER, EPOXY KIT, FOR COATING REP, HIGH BUILD, DENSO</td> </tr> <tr> <td colspan="4" style="text-align:center"><b>MAJOR/RECONCILED GENERIC MATERIALS</b></td> </tr> <tr> <td>2</td> <td>5,946.81</td> <td>11,894</td> <td>TDW 8" SINGLE STOPPLE</td> </tr> <tr> <td>8</td> <td>170.22</td> <td>1,362</td> <td>ELBOW, 8 INCH, STEEL, WE, 45 DEG LR, STD, Y52, SEAMLESS</td> </tr> <tr> <td colspan="4" style="text-align:center"><b>ABANDON FACILITIES</b></td> </tr> <tr> <td>100</td> <td></td> <td>0</td> <td>RETIRE-PIPE-TH FILM ST / COAT &amp; WRAP 8 IN</td> </tr> <tr> <td colspan="2"><b>Total</b></td> <td><b>15,884</b></td> <td><b>Retire: 11,894 - Construction: 3,990</b></td> </tr> </tbody> </table>										Est. Quantity	Unit Price	Amount	Material Items	<b>INSTALLED FACILITIES</b>				100	16.10	1,610	PIPE, ST, 8.625 IN OD, 0.250 WT, X52, ERW, BARE, DRL, API 5L, 22.38 LBS PER FT, BEV	22	46.25	1,018	COATING, TWO LTR KIT, BASE AND HARDENER, EPOXY KIT, FOR COATING REP, HIGH BUILD, DENSO	<b>MAJOR/RECONCILED GENERIC MATERIALS</b>				2	5,946.81	11,894	TDW 8" SINGLE STOPPLE	8	170.22	1,362	ELBOW, 8 INCH, STEEL, WE, 45 DEG LR, STD, Y52, SEAMLESS	<b>ABANDON FACILITIES</b>				100		0	RETIRE-PIPE-TH FILM ST / COAT & WRAP 8 IN	<b>Total</b>		<b>15,884</b>	<b>Retire: 11,894 - Construction: 3,990</b>	Contract Costs-Ex	0	0			
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<b>REMARKS</b> ***** ALL MATERIALS NEED TO COMPLY WITH "BUY AMERICA" COMPLAINT MATERIALS*****																																																							
<b>APPROVALS/DATE</b>										Subtotal	65,014	70,799																																											
										Salvage	0																																												
										Const Over-57%	37,058	40,355																																											
										Net Cost	102,072	111,154																																											
										Allowable		0																																											
										Deposit/Contrib.	0	0																																											
										Net Investment	102,072	111,154																																											

# DESIGN WORK POINT DETAIL

FORM DWPD (05/03)

ESTIMATE NUMBER: 2015002987

JOB ORDER NO.

091.055.7736.XXXXXX

TITLE Mission	JOB DESCRIPTION CIP- SH364 - LINE 173J (HPD) 8INCH RELOCAITON DUE TO DRAINAGE IM
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<b>Point: 1.00</b>	<b>Span to: 2.00</b>	<b>Span Len: 1.00</b>	<b>Task: 137600-Mains</b>	<b>AVTC: 108000000</b>		
<b>Remarks: MAIN MATERIALS</b>						
MATERIAL ITEM NUMBER	DESCRIPTION	UOM	QUANTITY	UNIT AMT	TOTAL	
008000264	PIPE, ST, 8.625 IN OD, 0.250 WT, X52, ERW, BARE, DRL, API 5L, 22.38 LBS PER FT, BEV	FT	100	16.10	1,610.00	
240000794	COATING, TWO LTR KIT, BASE AND HARDENER, EPOXY KIT, FOR COATING REP, HIGH BUILD, DENSO	KIT	22	46.25	1,017.50	
GENERICMATERIAL	ELBOW, 8 INCH, STEEL, WE, 45 DEG LR, STD, Y52, SEAMLESS	EA	8	170.22	1,361.76	
<b>Work Point Total</b>					<b>3,989.26</b>	

<b>Point: 2.00</b>	<b>Span to: 3.00</b>	<b>Span Len: 1.00</b>	<b>Task: 137600-Mains</b>	<b>AVTC: 108000000</b>		
<b>Remarks: COMPANY LABOR</b>						
MATERIAL ITEM NUMBER	DESCRIPTION	UOM	QUANTITY	UNIT AMT	TOTAL	
GENERICLABORCOMPNY	INSPECTOR	DAY	10	250.00	2,500.00	
GENERICVEHICLE	INSPECTOR VEHICLE	DAY	10	40.00	400.00	
GENERICLABORCOMPNY	PC&M TECH	DAY	2	230.00	460.00	
GENERICVEHICLE	PC&M VEHICLE	DAY	2	50.00	100.00	
<b>Work Point Total</b>					<b>3,460.00</b>	

# DESIGN WORK POINT DETAIL

FORM DWPD (05/03)

ESTIMATE NUMBER: 2015002987

JOB ORDER NO.

091.055.7736.XXXXXX

TITLE Mission	JOB DESCRIPTION CIP- SH364 - LINE 173J (HPD) 8INCH RELOCAITON DUE TO DRAINAGE IM
------------------	---

<b>Point: 3.00</b>	<b>Span to: 4.00</b>	<b>Span Len: 1.00</b>	<b>Task: 137600-Mains</b>	<b>AVTC: 10800000</b>		
<b>Remarks: CONTRACTOR LABOR</b>						
MATERIAL ITEM NUMBER	DESCRIPTION	UOM	QUANTITY	UNIT AMT	TOTAL	
GENERICLABORCONTRCT	CONTRACTOR LABOR - HYDRO TEST	EA	1	8,500.00	8,500.00	
GENERICLABORCONTRCT	X-RAY INSPECTION	DAY	4	1,300.00	5,200.00	
GENERICLABORCONTRCT	FOREMAN	HR	100	39.00	3,900.00	
GENERICLABORCONTRCT	OPERATOR	HR	100	32.00	3,200.00	
GENERICLABORCONTRCT	OPERATOR	HR	100	32.00	3,200.00	
GENERICLABORCONTRCT	LABORER	HR	100	26.00	2,600.00	
GENERICLABORCONTRCT	LABORER	HR	100	26.00	2,600.00	
GENERICLABORCONTRCT	WELDER	HR	100	92.00	9,200.00	
GENERICLABORCONTRCT	WELDER	HR	100	92.00	9,200.00	
GENERICLABORCONTRCT	MINI EXCAVATOR	HR	100	53.00	5,300.00	
GENERICLABORCONTRCT	1 TON TRUCK	HR	100	53.00	5,300.00	
GENERICLABORCONTRCT	CONTRACTOR - DRYING LINE OPERATIONS	HR	2	675.00	1,350.00	
GENERICLABORCONTRCT	CONSULTANT - ENGINEER I	HR	2	60.00	120.00	
GENERICLABORCONTRCT	CONSULTANT - DRAFTING TECHNICIAN III	HR	18	55.00	990.00	
GENERICLABORCONTRCT	CONSULTANT - SURVEY PARTY CREW	HR	8	120.00	960.00	
GENERICLABORCONTRCT	CONSULTANT - ADMINISTRATIVE ASSISTANT	HR	2	25.00	50.00	
<b>Work Point Total</b>					<b>61,670.00</b>	

<b>Point: 4.00</b>	<b>Span to: 5.00</b>	<b>Span Len: 1.00</b>	<b>Task: 237600-Retire Mains</b>	<b>AVTC: 10800000</b>		
<b>Remarks: RETIREMENT LABOR COSTS</b>						
MATERIAL ITEM NUMBER	DESCRIPTION	UOM	QUANTITY	UNIT AMT	TOTAL	
GENERICLABORCONTRCT	FOREMAN	HR	40	39.00	1,560.00	
GENERICLABORCONTRCT	OPERATOR	HR	40	32.00	1,280.00	
GENERICLABORCONTRCT	OPERATOR	HR	40	32.00	1,280.00	
GENERICLABORCONTRCT	LABORER	HR	40	26.00	1,040.00	
GENERICLABORCONTRCT	LABORER	HR	40	26.00	1,040.00	
GENERICLABORCONTRCT	WELDER	HR	40	92.00	3,680.00	
GENERICLABORCONTRCT	WELDER	HR	40	92.00	3,680.00	
GENERICLABORCONTRCT	MINI EXCAVATOR	HR	40	53.00	2,120.00	
GENERICLABORCONTRCT	1 TON TRUCK	HR	40	53.00	2,120.00	
GENERICLABORCOMPNY	INSPECTOR	DAY	4	250.00	1,000.00	
GENERICVEHICLE	INSPECTOR VEHICLE	DAY	4	40.00	160.00	
GENERICLABORCONTRCT	TDW LABOR INPUTS	KIT	2	16,876.70	33,753.40	
<b>Work Point Total</b>					<b>52,713.40</b>	

# DESIGN WORK POINT DETAIL

FORM DWPD (05/03)

ESTIMATE NUMBER: 2015002987

JOB ORDER NO.

091.055.7736.XXXXXX

TITLE Mission	JOB DESCRIPTION CIP- SH364 - LINE 173J (HPD) 8INCH RELOCAITON DUE TO DRAINAGE IM
------------------	---

Point: 5.00    Span to: 6.00    Span Len: 1.00    Task: 237600-Retire Mains    AVTC: 108000000

Remarks: RETIREMENT MATERIAL COSTS

MATERIAL ITEM NUMBER	DESCRIPTION	UOM	QUANTITY	UNIT AMT	TOTAL
GRETPTF8	RETIRE-PIPE-TH FILM ST / COAT & WRAP 8 IN	FT	100	0.00	0.00
GENERICMATERIAL	TDW 8" SINGLE STOPPLE	KIT	2	5,946.81	11,893.62
<b>Work Point Total</b>					<b>11,893.62</b>

# Attachment “B”

## Utilities Accounting Method

# Attachment "B"

## Utility Accounting Method

- Actual Cost Method of Accounting**  
The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and  
The utility proposes to request reimbursement for actual direct and related indirect costs,
- Lump Sum Method of Accounting**  
Utility proposed to request reimbursement based on an agreed lump sum amount supported by detailed cost analysis.
- Alternative Method of Accounting**  
The utility accumulates costs under an accounting procedure developed by the utility and approved by the State; and,  
The utility proposes to request reimbursement for actual direct and indirect costs; and  
The utility owner is a municipality.

Initials:  Date: 11/15/15

TLC  
RC

# Attachment “C”

## Utilities Schedule of Work and Estimated Completion Date



# Attachment “D”

Statement Covering Contract Work  
ROW Form-ROW-U-48

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

U-Number: 14211

ROW CSJ Number: 2966-01-012 District: Pharr  
County: Hidalgo Highway No.: SH 364 (La Homa)  
Federal Project No.: N/A

I, Jim Jarrett, a duly authorized and qualified representative of Texas Gas Service, a Division of ONE Gas, Inc., 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. H & S Constructors, Inc.
  - 2. P & S Construction, LLC
  - 3. A&E Oilfield Services
  - 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  
VP Operations - Texas Gas Service, a Division of ONE Gas, Inc.  
\_\_\_\_\_  
Title

12/28/15  
\_\_\_\_\_  
Date

TLC 12/1/15

RC

# Attachment “E”

Proof of Property Interest  
TxDOT ROW-U-1A

The State of Texas, }

1446

50

County of HIDALGO

WITNESS, heretofore to-wit, on the 16th day of May

A. D. 19 73

JOSEPH L. FITCH, JR. and wife, LAVERNE FITCH, Trustee, executed a certain Deed of Trust conveying to J. J. MORROW the real estate therein described, to secure JEFFERSON SAVINGS & LOAN ASSOCIATION OF TEXAS in the payment of the indebtedness therein described, said Deed of Trust being recorded in Volume 675 page 977-81, in the Deed of Trust Records of Hidalgo County, Texas; and

WHEREAS, default has occurred in the payment of said indebtedness, and JEFFERSON SAVINGS & LOAN ASSOCIATION OF TEXAS the legal owner and holder of said indebtedness, has requested the said Trustee to make sale of the property in said Deed of Trust conveyed, in order to satisfy said indebtedness;

Now, therefore, KNOW ALL MEN BY THESE PRESENTS: That I, the said J. J. MORROW do hereby decline to act as Trustee under the provision of said Deed of Trust, and do hereby resign as such Trustee aforesaid. WITNESS MY HAND, this 10th day of January, 19 80.

J. J. Morrow Trustee.

STATE OF TEXAS, }  
County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared J. J. MORROW

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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of January A. D. 19 80.

(L. S.)

Notary Public in and for Hidalgo County, Texas.

The State of Texas, }

County of HIDALGO

WHEREAS, heretofore to-wit, on the 16th day of May A. D. 1973

JOSEPH L. FITCH, JR. and wife, LAVERNE FITCH executed and delivered a certain Deed of Trust conveying to J. J. MORROW Trustee, the real estate hereinafter described, to secure JEFFERSON SAVINGS & LOAN ASSOCIATION OF TEXAS in the payment of a debt in said Deed of Trust described, said Deed of Trust being recorded in Vol. 675, page 977-81 of the Deed of Trust Records of Hidalgo County, Texas; and

WHEREAS, default has occurred in the payment of said indebtedness, and by reason of such default the indebtedness in said Deed of Trust described is now wholly due; and

WHEREAS, J. J. MORROW, the Trustee in said Deed of Trust named, has resigned and/or refused to act as said Trustee, and has so certified to JEFFERSON SAVINGS & LOAN ASSOCIATION OF TEXAS the legal owner and holder of the indebtedness in said Deed of Trust secured;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the premises, the legal owner and holder of the above described indebtedness, does hereby name, constitute, and appoint

JESSIE RODRIGUEZ of Hidalgo County, Texas, as substitute Trustee under said Deed of Trust, under the

provisions of said Deed of Trust and as provided therein, and further, does hereby request the said JESSIE RODRIGUEZ, Substitute Trustee, to sell such property to satisfy said indebtedness; said property being described as follows:

A 0.46 acre tract of land out of Lot 34, Ebony Heights Citrus Groves Unit # 2, Being a Subdivision of a part of E.M. Card Survey No. 1 and Lots 1, 2, and 3, Block 1, Hammond's Subdivision of Porciones 63 & 64, Hidalgo County, Texas.

BEGINNING at an iron pipe set on the West line of Lot 34, Ebony Heights Citrus Groves Unit # 2, Being a Subdivision of a part of E.M. Card Survey # 1 and Lots 1, 2, and 3, Block 1, Hammond's Subdivision of Porciones 63 and 64, Hidalgo County, Texas, S. 9 degrees 15' W., 395.0 feet from the Northwest corner of said lot 34, for the N.W. corner hereof.

THENCE, with the west line of Lot 34, S. 9 degrees 15' W., 140.0 feet to an iron pipe set for the Southwest corner hereof.

THENCE, parallel to the North line of Lot 34, S. 80 degrees 45' E., 140.0 feet to an iron pipe set for the Southeast corner hereof.

THENCE, parallel to the West line of Lot 34, N. 9 degrees 15' E., 161.98 feet to an iron pipe set for the northeast corner hereof. Said point being on the South line of a certain tract conveyed to William H. Sanborn.

THENCE, with the South line of said Sanborn tract as follows: S. 64 degrees 46' W., 38.82 ft. and N. 80 degrees 45' W., 108.0 feet to the PLACE OF BEGINNING. Containing 0.46 acre of land, more or less.

Executed this 10th day of January, 1980.

JEFFERSON SAVINGS & LOAN ASSOCIATION OF TEXAS

BY: *Jesus Rodriguez* Vice President

STATE OF TEXAS,  
County of HIDALGO }

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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of January A. D. 1980.

(L. S.)

*Josephine Womack*  
Notary Public in and for Hidalgo County, Texas.

1446

RESIGNATION OF TRUSTEE

TO

AND

Appointment of Substitute Trustee

TO

FILED FOR RECORD

This \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_  
\_\_\_\_\_ o'clock \_\_\_\_\_ M.

FILED FOR RECORD THIS DATE  
AL 3:44 o'clock P.M. County Clerk.

By: \_\_\_\_\_ Deputy.

JAN 14 1980

RECORDED

SANTOS SAEDANA  
County Clerk, Tarrant County, Texas A. D. 19\_\_\_\_

In \_\_\_\_\_ County \_\_\_\_\_ County Records

In Book \_\_\_\_\_, on Page \_\_\_\_\_

County Clerk.

By: \_\_\_\_\_ Deputy.

*Jefferson Law & Co*

23972  
1108

The State of Texas,

Know All Men by These Presents:

County of HIDALGO

That We, ARMANDO ROMERO and wife, SOCORRO ROMERO

of Hidalgo County, Texas, hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar in hand paid to the parties of the first part, by E. Clinton Breedlove, Trustee, party of the second part, of Cameron County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained, Sold, Alienated, Conveyed and Confirmed, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto the said party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of Hidalgo, in the State of Texas, to-wit:

Lot Eight (8), Block Two (2), Balboa Acres, a subdivision of the lands in the Rio Bravo Plantation Company's Subdivision in Hidalgo County, Texas, as per map of Balboa Acres recorded in Volume 14, Page 31, Map Records, Hidalgo County, Texas,

together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto the said party of the second part, and to his successors and his and their assigns forever, hereby covenanting and agreeing to Forever Warrant and Defend the premises aforesaid, and every part thereof, unto the said Trustee and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof for and upon the following trusts, terms and conditions, to-wit:

That, Whereas, the said parties of the first part are justly indebted to

**John M. Rowland, Jr.**  
party of the third part herein, as evidenced by their one certain promissory note executed by the said parties of the first part and payable to the order of the said party of the third part, and being further described as follows, to-wit:

**A Vendor's Lien Promissory Note in the principal sum of \$8,000, payable to the order of John M. Rowland, Jr., at the times, in the amounts and at the rate of interest in said Note provided,**

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of said parties of the first part. But should the said parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part, then, in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of said indebtedness, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the holder of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at the door of the Courthouse of the County, or each County, in which said real estate is situated, to sell the same, in accordance with such advertisement, at public vendue, at the Courthouse door of the County in which the sale is to be made, on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M. to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein and their heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay: First, all the expenses of advertising sale and conveyance, including a commission of five per cent to himself, and then to the holder of said indebtedness, the full amount of principal and interest due and unpaid on said indebtedness, as hereinbefore set forth, and all taxes, assessments, insurance premiums or other advancements made, as provided for herein, with interest thereon, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. The holder of said indebtedness shall have equal rights to become the purchaser at such sale, being the highest bidder.

In addition to the posting of the notice provided for above, the holder of said indebtedness shall, at least twenty-one days preceding the date specified in the hereinabove described notice as the date upon which said property will be sold as aforesaid, serve written notice of the proposed sale by certified mail on each debtor obligated to pay such debt according to the records of the holder of said indebtedness which service shall be completed upon deposit of the notice, or a copy thereof, enclosed in a postpaid wrapper, properly addressed to each of such debtors at the most recent address as shown by the records of the holder of such indebtedness, in a post office or official depository under the care and custody of the United States Postal Service or its successors. It is expressly agreed that the affidavit of any person having knowledge of the facts to the effect that such service was completed as aforesaid, shall be prima facie evidence of the fact of such service and it is further expressly agreed and stipulated that the party of the second part, or any employee, agent or representative of the holder of said indebtedness may make such service as aforesaid.

In any event, with or without cause or reason, at the option of the holder of the indebtedness, a successor and substitute Trustee may be named, constituted and appointed by the said holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and to pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State, or Municipal authority, and shall keep said property fully insured in some company or companies approved by the holder of said indebtedness, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expenses incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of ten per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in nowise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to said party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

It is further agreed and stipulated by parties of the first part that in the event of any sale, under the terms of this deed of trust by the Trustee or a successor substitute Trustee, of the above described property, parties of the first part, their heirs (or successors) and assigns or any party holding possession of the above described property shall forthwith deliver possession of the property to the purchaser at such sale and upon failure to so deliver possession, the relationship of landlord and tenant at will shall be created, and upon demand said purchaser shall be entitled to institute and proceed with a Forcible Detainer action in the Justice of the Peace Court in the Justice Precinct in which said property is located.

It is expressly understood and agreed that the recitals in the conveyance to the purchaser at said sale shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be conclusively presumed to have been performed, and such sale and conveyance shall be conclusive against the Parties of the First Part herein, their heirs and assigns, whether such prerequisites shall have been performed or shall not have been performed.

WITNESS OUR hands this 2nd day of January, 19 80

*Armando Romero*  
Armando Romero  
*Socorro Romero*  
Socorro Romero

SINGLE ACKNOWLEDGMENT

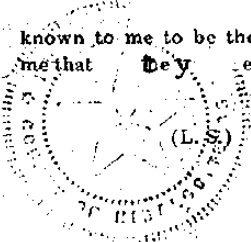
THE STATE OF TEXAS,  
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Armando Romero and wife, Socorro Romero

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this the 8th day of January, A.D. 19 80



*Irma Gutierrez*  
Notary Public in and for Hidalgo County, Texas  
IRMA GUTIERREZ

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name 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,  
this the day of A.D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

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

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,  
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for

record in my office on the day of A.D. 19 at o'clock M.,

and was duly recorded by me on the day of A.D. 19

in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk County, Texas

By Deputy.

178 1452

**Deed of Trust**

ARMANDO ROMERO AND WIFE

SOCORRO ROMERO

TO

E. CLINTON BREEDLOVE Trustee

For Benefit of JOHN M. ROWLAND, JR.

FILED FOR RECORD THIS DATE

At 3:52 o'clock P. M.

JAN 14 1980

SANTOS SALDANA

County Clerk, Hidalgo County, Texas

By *Chap* Deputy

WHEN RECORDED RETURN TO

Fred J. Newland, Attorney

P.O. Box 1385

Harlingen, Texas 78550

The Odco Company, Publishers, Dallas

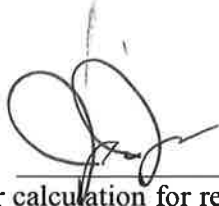
*Chap*  
TRANSAMERICA TITLE INSURANCE CO.

# Attachment “F”

## Eligibility Ratio-Sheet Showing Calculation

**ATTACHMENT "F"**

Eligibility Ratio

Texas Gas Service, a Division of ONE Gas, Inc.  (Initials) **TLC**  
determined that the Eligibility Ratio according to their calculation for reimbursement **RC**  
is 100%, as indicated on this attachment.

**Calculation of Ratio:      100'/100' = 100% Eligibility Ratio**

**Additional comments.**

**Notation:** Texas Gas Service, a Division of ONE Gas, Inc. may adjust at will within a 30' RGV GAS CO. Easement, VOL 943 PG 539 H.C.D.R.

Private Easement	=	100'
Public ROW	=	<u>0'</u>
Total		100'

# Attachment “G”

## Betterment Calculation and Estimate Sheet

## ATTACHMENT "G"

Betterment Calculation and Estimates:

There are no betterments within this utility adjustment.  
This shall be a replacement in-kind

  
Initial

TLC  
RC

11/16/16  
Date

Attachment “H”

Betterment Statement

## ATTACHMENT "H"

Betterment Calculation and Estimates:

There are no betterments within this utility adjustment.  
This shall be a replacement in-kind

  
Initial

11/15/16  
Date

TLC  
RC.

# Attachment “I”

Quit Claim Deed – N30

ATTACHMENT "I"

No Quit Claim Deed Statement:

There will not be a quitclaim on any tract or parcel of land on this utility adjustment.

  
Initial

11/15/15  
Date

TLC  
RC

# Attachment “J”

## Utility Joint Use Acknowledgment ROW Form ROW-U-JUAA



UTILITY JOINT USE ACKNOWLEDGEMENT
REIMBURSABLE UTILITY ADJUSTMENT

Form ROW-U-JUAA
(Rev. 06/12)
Page 1 of 2

U-Number: 14211

ROW CSJ: 2966-01-012 County: Hidalgo
District: Pharr Highway: SH 364 (La Homa)
Federal Project No.: N/A From: SH 495
Projected Highway Letting Date: 11/01/15 To: FM 1924

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 Texas Gas Service, a Division of ONE Gas, Inc., ("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
TxDOT Utility
11/16/15

TLC
cc.

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