L&G Engineering

Transportation Consultants

October 4, 2019

Texas Department of Transportation, Pharr District
Hazel Zepeda, Utility Coordinator
Attn: Juan Morales
PO Box 1717
Pharr, TX 78577-1717

RE: ***Mile 6 West – North Alamo Water Supply Co.–DUL Approval/Determination of Eligibility***
Compensable Utility Process & LPA Standard Utility Agreement (SUA) - U#15218
Limits: From Mile 9 to Mile 11
CSJ: 0921-02-420
RCSJ: 0921-02-356
U#15218

Dear Ms. Zepeda,

This letter, together with the attached documents, is to request a DUL Eligibility Approval and DETERMINATION OF UPPER LIMITS and for compensable utilities related to the Mile 6 West project in Hidalgo County, Texas. As you are aware, recent changes in TxDOT policy have resulted in revisions to the agreement being necessary since the July 6, 2019 submittal to TxDOT.

North Alamo Water Supply Company (NAWSC) has prepared the attached package and has requested Hidalgo County (County) execute the ACTUAL COST LPA STANDARD UTILITY AGREEMENT (Section 7a). The agreement states that the County will reimburse the eligible costs upon concurrence by TxDOT. Your concurrence, through the DETERMINATION OF UPPER LIMITS, will be required before execution by the County.

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

Sincerely,

Anthony Garza
Planning Coordinator

cc: David Fuentes, Commissioner, Hidalgo County Precinct #1
T.J. Arredondo, Hidalgo County Planning Administrator
Jorge Pena, Hidalgo County Pct. #1 RPIC
Steven P. Sanchez – NAWSC General Manager
Pete Alvarez, P.E. – TxDOT Pharr District Engineer
Dora Robles, P.E., TxDOT Project Manager
Jacinto Garza, P.E., President - L&G Engineering
Carlos Peralez, P.E. – L&G (Project Engineer)

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 10 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

Determination of Upper Limits Packet

for

North Alamo WSC

2017 Mile 6 West Road
Water Distribution System Project

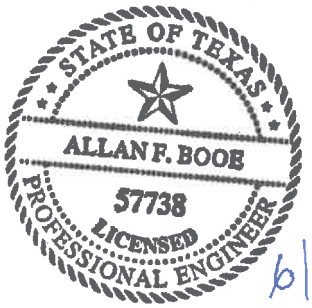
Contract: U#15218
ROW CSJ: 0921-02-356

Prepared by:

Melden & Hunt, Inc.

115 W. McIntyre Street
Edinburg, Texas 78541
P: 956.381.0981
F: 956.381.18139
Texas Registration No. F-1435

Job No. 17208.01



6/25/19

Determination of Upper Limits Packet
North Alamo Water Supply Corporation
2017 Mile 6 West Road (Westgate) Water Distribution System Project

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5.0	Statement Covering Contract Work-TXDOT ROW-U-48 (Attachment "D") (2 Originals)
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11.0	Joint Use Agreement (Attachment "J") (2 Originals)

Section 1.0 LPA Standard Utility Agreement
(Actual Cost) Exhibit "C"

Manager Approval: _____

Date: 9/24/19

EXHIBIT "C"

STATE OF TEXAS §

COUNTY OF HIDALGO §

LPA STANDARD UTILITY AGREEMENT (ACTUAL COST)

MILE 6 WEST

NORTH ALAMO WATER SUPPLY CORP.

ADJUSTMENT, REMOVAL, AND/OR REPLACEMENT

This agreement is made by and between the County Of Hidalgo, Texas hereinafter referred to as "County" and **North Alamo Water Supply Corporation** 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, Hidalgo County has deemed it necessary to make certain highway improvements as overseen 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: **Approx. 6,968 ft of 8" waterline as a result of the widening of Mile 6 North from Mile 9 to Mile 11 (approximately 1675 ft N)** being performed by County with oversight from 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:

   i. LPA Standard Utility Agreement;
   ii. Plans of Adjustment (color coded), Specifications, and Estimated Costs (Attachment "A")(2 Originals);
   iii. Accounting Method (Attachment "B")(2 Originals);
   iv. Schedule (Start & End Dates) (Attachment "C")(2 Originals);
   v. Statement Covering Contract Work – TxDOT ROW-U-48 (Attachment "D")(2 Originals);
   vi. Proof of Property Interest – TxDOT ROW-U-1A (Attachment "E")(2 Originals and 1 copy of recorded instrument);
   vii. Eligibility Ratio(Attachment "F")(2 Originals);
   viii. Cost Comparison (if Betterment) (Attachment "G")(2 Originals);
   ix. Betterment Statement (Attachment "H")(2 Originals);
   x. Quit Claim Deed – TxDOT ROW-N-30 (Attachment "I")(2 Originals), if applicable;
   xi. 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 signed and sealed "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: North Alamo Water Supply Corp.
Attention: Steve D. Krenek, Board President
420 S. Doolittle Rd.
Edinburg, TX 78542

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

With copy to: David L. Fuentes, Commissioner Pct. No.1
1902 Joe Stephens, Ste.1
Weslaco, Texas 78599

EXHIBIT "C"

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 of approval and execution by and on behalf of the County.

North Alamo Water Supply

By: _____
Steve D. Krenek - President

_____

_____

COUNTY OF HIDALGO

By: _____
Richard Cortez, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

County Legal Representative

By: _____

Section 2.0 Plans of Adjustment (Color Coded), Specifications, and Estimated Costs
Attachment "A" & 2 Originals

Manager Approval: _____

Date: 6/25/19

Section 2.0
Statement of Work of the Compensable Adjustments for
North Alamo Water Supply Corporation
2017 Mile 6 West Road (Westgate) Water Distribution System Project

North Alamo Water Supply Corporation (NAWSC), the owner of the utility cover by this Agreement owns, operates, and maintains the existing water distribution system made up of 2", 4", 6", and 8" PVC pipe waterlines lying along and crossing Mile 6 West Road. These existing lines are within NAWSC easements and within the existing road right-of-way, the attached plans of adjustment provide the location of the existing and proposed waterlines along Mile 6 West Road.

The Mile 6 West Road widening improvement project RCSJ-0921-02-356 from Mile 9 North Road to Mile 11 North Road conflict with existing NAWSC waterlines. Below is a brief description of the compensable adjustments to the water utility.

- Segment No. 1-8" PVC waterline located within a 15.0 ft. exclusive NAWSC easement recorded in Volume 49, Page 99-101 Hidalgo County Map Records. Beginning at Station 64+53 and ending at Station 69+23 for a total length of 470 feet. **(Parcels 16, 18, & 19)**

- Segment No. 2-8" PVC waterline located within a 15.0 ft. exclusive NAWSC easement recorded under Document Number 1188366 Hidalgo County Official Records. Beginning at Station 73+30 and ending at Station 77+61 for a total length of 431 feet. **(Parcel 22)**

- Segment No. 3-8" PVC waterline located within a 15.0 ft. exclusive NAWSC easement recorded under Document Number 1188366 Hidalgo County Official Records. Beginning at
- Station 73+30 and ending at Station 103+57 for a total length of 3,027 feet. **(Parcel 22 & 23)**

- Segment No. 4-8" PVC waterline located within a 15.0 ft. exclusive NAWSC easement recorded in Volume 1638, Page 955, Hidalgo County Deed Records, Volume 1637, Page 827, Hidalgo County Deed Records, Document Number 278499 Hidalgo County Map Records, Volume 1637, Page 829, Hidalgo County Deed Records, Volume 1637, Page 831, Hidalgo County Deed Records, Volume 1642, Page 205, Hidalgo County Deed Records. Beginning at Station 110+90 and ending at Station 131+74 for a total length of 2,084 feet. **(Parcel 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, & 58)**

- Segment No. 5-8" PVC waterline located within a 15.0 ft. exclusive NAWSC easement recorded in Volume 1637, Page 829, Hidalgo County Deed Records, and Volume 1642, Page 205, Hidalgo County Deed Records. Beginning at Station 137+14 and ending at Station 146+70 for a total length of 956 feet. **(Parcel 59, 60, 61, 62, 63 & 64)**

6,968 Lineal Feet of Estimated Compensable Adjustments.

It was determined a 10" PVC Waterline would be more cost effective and better serve the area. Cost comparison was performed using the single 10" PVC Waterline with a deductive bid alternative to provide an 8" line. Betterment calculations are provided in **Section G**.

NAWSC and Hidalgo County will execute an LPA SUA and Hidalgo County Agrees to provide Actual Cost reimbursement for all eligible costs included in this agreement. NAWSC will follow Buy America Guidelines and provide a Form 1818 Statement of Materials as part of this packet. NAWSC

will contract directly with the qualified and responsive bidder for the project and perform the adjustment in accordance with the plans provided in this agreement. The most current price tab be found in the Statement Covering Contract Work (ROW-U48).

NAWSC has bid the project and will award the work to the most qualified low bid vendor and be in accordance with Buy America. The line replacing the compensable portions will be a 10" PVC line beginning at sta.51+90 an ending at 182+30 a total length of 13,040.00 feet of 10" PVC Waterline replacing the existing system.

Task 1 NAWSC will begin installation of new pipe in the alignment indicated in the plans and perform all associated tests in order to place the line into service.

Task 2 Once the new line is operational the NAWSC contractor will remove the sections of pipeline indicated in the plans of adjustment.

Task 3 The NAWSC contractor will mark the plans provided indicating field changes. The NAWSC engineer will produce signed and sealed as-built plans to be submitted along with the final billing for reimbursement.

Section 2.0
Estimated Cost Summary of the Compensable Adjustments for
North Alamo Water Supply Corporation
2017 Mile 6 West Road (Westgate) Water Distribution System Project

Segment Name	Sta. (Start)	Sta. (End)	Unit (LF)
1	64+53	69+23	470
2	73+30	77+61	431
3	73+30	103+57	3,027
4	110+90	131+74	2,084
5	137+14	146+70	956
Total Compensable Length			**6,968**

Eligibility Ratio = Total Compensable Length/Total Relocation Length

Eligibility Ratio (6,968 LF/13,040 LF)= 53.43%

Task	Estimated Cost
Engineering Cost	$164,554.00
Construction Cost of 8 Inch Waterline	$500,475.00
Total Cost	**$665,029.00**
Eligibility Ratio Adjustment (53.43%)	**$355,325.00**

Engineering Firm:Melden and Hunt, Inc.
Project: NAWSC Mile 6 West Road Waterline Relocation Project

Summary of Project Cost of the Compensable Adjustments for
North Alamo Water Supply Corporation
2017 Mile 6 West Road (Westgate) Water Distribution System Project

Engineers Labor Cost & Hours

	Method of Payment for Basic Services: Lump Sum							Method of Payment for Additional Services: Hourly Rate					
TASK DESCRIPTION	Principal Engineer	Project Engineer	Project Manager	Engineering CAD Tech 4	Project Inspector	Administration	Clerical Delievery	GPS Survey Crew	Registered Land Surveyor	Survey CAD Tech 4	Survey Coordinator	Labor Hours	Cost
Basic Services													
I. Preliminary Design Phase	28		30			13						71	$7,985.00
II. Design Phase	20	80	60	150		30	15	80	20	63	15	533	$51,685.00
III. Bidding or Negotiating Phase		15	12			14	2					43	$4,000.00
IV. Construction Administration Phase	11	20	26		12	15	4					88	$8,584.00
V. As-Built Drawings		3	4	4	10	4	2					27	$2,000.00
Subtotal for Basic Services												**762**	**$74,254.00**
Additional Services													
VI. Construction Staking	5	10	15	40	20	4		50	10		14	168	$17,500.00
VIII. Permits (TXDOT, Irrigation District, Drainage District, County)	15	40	30	20		21	5					131	$13,100.00
VIII. Property Survey Plats, Metes & Bounds, & Legal Descriptions			40				10	30	10	120	20	230	$19,800.00
IX. Construction Inspection	20		20		200	65						305	$21,900.00
X. Project Administrative Requirements	16	32	63	36		33	22					202	$18,000.00
Subtotal for Additional Services												**1036**	**$90,300.00**
TOTAL LABOR HOURS	**115**	**200**	**300**	**250**	**242**	**200**	**60**	**160**	**40**	**183**	**49**	**1798**	
CONTRACT RATE PER HOUR	$150.00	$125.00	$100.00	$70.00	$65.00	$60.00	$35.00	$150.00	$125.00	$70.00	$65.00		
TOTAL LABOR COSTS	**$17,280.00**	**$25,000.00**	**$30,000.00**	**$17,500.00**	**$15,732.50**	**$11,975.00**	**$2,096.50**	**$24,000.00**	**$5,000.00**	**$12,785.00**	**$3,185.00**		**$164,554.00**
% DISTRIBUTION OF STAFFING	6.4%	11.1%	16.7%	13.9%	13.5%	11.1%	3.3%	8.9%	2.2%	10.2%	2.7%		

Engineering Firm:Melden and Hunt, Inc.
Project: NAWSC Mile 6 West Road Waterline Relocation Project

Actual Construction Cost Breakdown

Saenz Brothers Construction
Base Bid:

Item	Description	Quantity	Unit	Unit Price	Item Total
1.	10" PVC C900 DR18	13,750	LF	$ 16.00	$ 220,000.00
2.	8" PVC Certa-lok	125	LF	$ 29.00	$ 3,625.00
3.	8" PVC C900 DR18	115	LF	$ 16.00	$ 1,840.00
4.	6" PVC C900 DR18	234	LF	$ 16.00	$ 3,744.00
5.	4" PVC C900 DR18	111	LF	$ 14.00	$ 1,554.00
6.	2" PVC C900 DR18	122	LF	$ 12.00	$ 1,464.00
7.	10" Gate valve w/box	1	EA	$ 3,200.00	$ 3,200.00
8.	8" Gate valve w/box	6	EA	$ 2,850.00	$ 17,100.00
9.	6" Gate valve w/box	12	EA	$ 1,950.00	$ 23,400.00
10.	4" Gate valve w/box	4	EA	$ 1,200.00	$ 4,800.00
11.	Reconnect & adjust fire hydrant w/6" valve	11	EA	$ 3,500.00	$ 38,500.00
12.	Single service connection-adjacent	14	EA	$ 950.00	$ 13,300.00
13.	Single service connection-across	28	EA	$ 1,200.00	$ 33,600.00
14.	10" Tee	1	EA	$ 950.00	$ 950.00
15.	10"x10"x8" tee	3	EA	$ 950.00	$ 2,850.00
16.	10"x10"x6" tee	5	EA	$ 950.00	$ 4,750.00
17.	10"x10"x4" tee	4	EA	$ 850.00	$ 3,400.00
18.	10" 90 degree elbow	7	EA	$ 750.00	$ 5,250.00
19.	10" 45 degree elbow	18	EA	$ 750.00	$ 13,500.00
20.	10" 11 1/4 degree elbow	2	EA	$ 650.00	$ 1,300.00
21.	10"x8" reducer	1	EA	$ 650.00	$ 650.00
22.	10"x8" cross	1	EA	$ 950.00	$ 950.00
23.	10"x6" cross	1	EA	$ 950.00	$ 950.00
24.	8" 90 degree elbow	1	EA	$ 550.00	$ 550.00
25.	8" 45 degree elbow	4	EA	$ 550.00	$ 2,200.00
26.	8"x8"x8" tee	1	EA	$ 650.00	$ 650.00
27.	4"x2" reducer	3	EA	$ 550.00	$ 1,650.00
28.	2" 45 degree elbow	1	EA	$ 450.00	$ 450.00
29.	2" Dresser coupling	1	EA	$ 350.00	$ 350.00
30.	4" dresser coupling	3	EA	$ 650.00	$ 1,950.00
31.	6" dresser coupling	7	EA	$ 750.00	$ 5,250.00
32.	8" dresser coupling	6	EA	$ 850.00	$ 5,100.00
33.	6" tee	2	EA	$ 550.00	$ 1,100.00
34.	6"x10" reducer	2	EA	$ 750.00	$ 1,500.00
35.	6" 45 degree elbow	3	EA	$ 550.00	$ 1,650.00
36.	18" casing SDR26 pipe	545	LF	$ 85.00	$ 46,325.00
37.	18"x3/8" steel casing	243	LF	$ 95.00	$ 23,085.00
38.	16" x 3/8" steel casing	183	LF	$ 85.00	$ 15,555.00
39.	12"x3/8" steel casing	176	LF	$ 56.00	$ 9,856.00
40.	8"x3/8" steel casing	186	LF	$ 32.00	$ 5,952.00
41.	Concrete & asphalt driveways (slick bore)	303	LF	$ 95.00	$ 28,785.00
42.	Valve markers	23	LF	$ 150.00	$ 3,450.00
43.	Meter boxes	42	LF	$ 125.00	$ 5,250.00
Total Base Bid					**$ 561,335.00**

Saenz Brothers Construction
Additive Alternative Bid:

Item	Description	Quantity	Unit	Unit Price	Item Total
1.	Asbestos cement pipe targeted for removal/disposal	800	LF	$ 25.00	$ 20,000.00
Total Additive Alternate					**$ 20,000.00**

Saenz Brothers Construction
Deductive Alternative Bid:

Item	Description	Quantity	Unit	Unit Price	Item Total
1.	8" PVC C900 DR18	13,865	LF	$ 14.00	$ 194,110.00
2.	8" PVC Certa-lok	125	LF	$ 29.00	$ 3,625.00
3.	6" PVC C900 DR18	234	LF	$ 16.00	$ 3,744.00
4.	4" PVC C900 DR18	111	LF	$ 14.00	$ 1,554.00
5.	2" PVC C900 DR18	122	LF	$ 12.00	$ 1,464.00
6.	8" Gate valve w/box	7	EA	$ 2,100.00	$ 14,700.00
7.	6" Gate valve w/box	12	EA	$ 1,200.00	$ 14,400.00
8.	4" Gate valve w/box	4	EA	$ 950.00	$ 3,800.00
9.	Reconnect & adjust fire hydrant w/6" valve	11	EA	$ 3,500.00	$ 38,500.00
10.	Single service connection-adjacent	14	EA	$ 950.00	$ 13,300.00
11.	Single service connection-across	28	EA	$ 1,200.00	$ 33,600.00
12.	8" Tee	4	EA	$ 650.00	$ 2,600.00
13.	8"x 8" x 6" tee	5	EA	$ 650.00	$ 3,250.00
14.	8"x8"x4" tee	4	EA	$ 650.00	$ 2,600.00
15.	8" 90 degree elbow	8	EA	$ 550.00	$ 4,400.00
16.	8" 45 degree elbow	22	EA	$ 550.00	$ 12,100.00
17.	8" 11 1/4 degree elbow	2	EA	$ 550.00	$ 1,100.00
18.	8" Cross	1	EA	$ 750.00	$ 750.00
19.	8"x6" cross	1	EA	$ 650.00	$ 650.00
20.	8"x8"x6" tee	1	EA	$ 650.00	$ 650.00
21.	4"x2" reducer	3	EA	$ 550.00	$ 1,650.00
22.	2" 45 degree elbow	1	EA	$ 450.00	$ 450.00
23.	2" Dresser coupling	1	EA	$ 350.00	$ 350.00
24.	4" dresser coupling	3	EA	$ 650.00	$ 1,950.00
25.	6" dresser coupling	7	EA	$ 750.00	$ 5,250.00
26.	8" dresser coupling	6	EA	$ 850.00	$ 5,100.00
27.	6" tee	2	EA	$ 650.00	$ 1,300.00
28.	6"x10" reducer	2	EA	$ 750.00	$ 1,500.00
29.	6" 45 degree elbow	3	EA	$ 550.00	$ 1,650.00
30.	16" casing SDR26 pipe	545	LF	$ 75.00	$ 40,875.00
31.	16"x3/8" steel casing	426	LF	$ 85.00	$ 36,210.00
32.	12" x 3/8" steel casing	176	LF	$ 56.00	$ 9,856.00
33.	8"x3/8" steel casing	186	LF	$ 32.00	$ 5,952.00
34.	Concrete & asphalt driveways (slick bore)	303	LF	$ 95.00	$ 28,785.00
35.	Valve markers	23	LF	$ 150.00	$ 3,450.00
36.	Meter boxes	42	LF	$ 125.00	$ 5,250.00
Total Deductive Alternative					**$ 500,475.00**

Total Deduction: Base bid minus Deductive Bid: **$ 60,860.00**
CALENDAR DAYS: **160**

Eligible Project Cost Summary

Engineering Cost	$ 164,554.00
Construction Cost for 8 Inch Waterline	$ 500,475.00
Subtotal Cost	**$ 665,029.00**
Eligibility Ratio Adjustment (53.43% of subtotal cost)	53.43%
Total Eligible Cost	**$ $355,325.00**

Engineering Cost

Melden & Hunt, Inc.

ENGINEERS
SCOPE OF SERVCIES
NAWSC 10-INCH WATERLINE
ALONG MILE 6 WEST ROAD
FROM MILE 9 NORTH ROAD TO MILE 11 1/2 NORTH ROAD

Basic Services (Fixed Fee)

The ENGINEER agrees to perform professional services in connection with the project, including normal civil engineering services related thereto, as set forth below and contained within this Agreement.

Preliminary Design Phase

After written authorization to proceed with the design, ENGINEER shall:

1. Consult with the OWNER to clarify and define the OWNER'S requirements for the project and review available data.

2. Organize, coordinate and conduct a series of workshops, participants include North Alamo's Project Team and appropriate members of the Melden and Hunt team. The purpose of the workshops are to present, discuss and develop project design concepts and issues; and, if possible, either reach consensus on these issues or develop an approach to reach consensus.

3. Prepare preliminary engineering construction drawings (30% level) on 22" x 34" to show the character and extent of the Project.

4. Meet with the Irrigation District's, Hidalgo County Drainage District, TXDOT, Hidalgo County Planning and other agencies along with North Alamo WSC to work out the details of the project as it pertains to the requirements and roles of these agencies.

5. Conduct field surveys as necessary to secure topographic information needed for the preparation of the plans.

6. Prepare easement descriptions (if necessary) of areas where they will be required for construction.

7. Prepare an opinion of probable project cost.

Design Phase

1. Prepare for incorporation in the contract Documents final drawings on 22" x 34" to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

3. Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

4. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.

5. Furnish four (4) copies of the above documents and present and review them in person with OWNER. The construction drawings submitted for review shall be half size drawings (11" x 17") on bond paper. The final construction plans to be filed at the North Alamo Water Supply Corporation shall be bond paper (22" x 34").

Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1. Conduct a pre-bid conference, inviting prospective bidders to discuss all aspects and requirements to the proposed work.

2. Issue all addenda which do not affect the scope of the proposed project. Obtain OWNER'S approval prior to issuance of addenda which affect the scope of the project or significantly alters the project as approved by OWNER.

3. Assist the OWNER in obtaining bids and prepare tabulations of bids received; submit copies of the bid tabulation and the ENGINEER'S recommendation for the award of contract to the OWNER.

4. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

5. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

Construction Phase

1. Perform the duties and discharge the responsibilities stated in project specifications after receiving written authorization to proceed with construction. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in Project Specifications shall not be modified except as ENGINEER may otherwise agree in writing. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, and shall notify OWNER of defects and deficiencies and may disapprove or reject work failing to conform to the Contract Documents.

3. Review and approve or take other appropriate action in respect of Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto: determine the acceptability of substitute materials and equipment proposed by Contractor(s)), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

4. Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority as

OWNER'S representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the Contract Documents pertaining to the execution and progress of the work: but ENGINEER shall not be liable for the results of any such interpretation or decisions rendered by him in good faith.

5. Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price.

6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed), by any such recommendation and notice shall be subject to the limitations expressed in Paragraph 5.

7. Revise contract drawings, with the assistance of the Contractor and OWNER. Provide OWNER with one (1) set of record drawings on bond paper, and one set of record drawings and contract documents (front end and technical specifications) in digital (pdf) format.

8. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

Payment Schedule for Basic Services

For Basic Services

OWNER shall pay ENGINEER for Basic Services on a monthly basis as a percentage of completion of the itemized task. The total fixed fee of the itemized basic services tasks is **$74,254.00** Fees for the itemized basic services tasks are as follows

Preliminary Design Phase	$ 7,985.00
Design Phase	$51,685.00
Bidding Phase	$ 4,000.00
Construction Phase	$ 8,584.00
As-Built Drawings	$ 2,000.00

Additional Services (Hourly Rate)

1. Performance of detailed staking for the construction of the project. **(Estimated Budget $17,500.00)**

2. All work related to securing permits from agencies having jurisdiction where construction work is to be performed such as TXDOT, Irrigation District's, Drainage District, and Hidalgo County Planning. **(Estimated Budget $13,100.00)**

3. Property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assistance in negotiating for easement rights. **(Estimated Budget $19,800.00)**

4. Routine daily Inspection to provide further protection for Owner against defects and deficiencies in the Work. However, the Inspector shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall the Inspector have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. **(Estimated Budget $21,900.00)**

5. All other items or services not specifically mentioned as part of the basic service such as necessary laboratory work or cost of advertising. Items such as this will be charged at the cost of the service as a reimbursable.

6. All preliminary work related to comply with the LPA 2-Compensable Utility Process/Special Administrative Requirements. **(Estimated Budget $18,000.00)**

Payment For Additional Services

OWNER shall pay ENGINEER for Additional Services on a monthly basis for actual services rendered. A detailed breakdown showing the task, the resource, and the hours for each additional service will be provided as part of the monthly invoicing. Provided under Exhibit "B" is the hourly rate schedule for Melden and Hunt, Inc.

Engineers Hourly Rate Schedule
MELDEN AND HUNT, INC.

The Schedule of Rates and Charges Table below sets the hourly rates for various personnel and shall be the basis for compensation.

PERSONNEL	RATE PER HOUR
Engineering	
Principal	$ 150.00
Project Engineer	$ 125.00
Project Manager	$ 100.00
E.I.T. (Engineer in Training)	$ 90.00
Engineering CAD Technician 4	$ 70.00
GIS Technician	$ 65.00
Administration	$ 60.00
Clerical/Delivery	$ 35.00
Project Inspector	$ 65.00
Surveying	
GPS Survey Crew	$ 150.00
Construction Staking	$ 150.00
Survey Coordinator	$ 65.00
Registered Professional Land Surveyor (RPLS)	$ 125.00
Survey CAD Technician 4	$ 70.00

The schedule of charges for printing below will be employed in the event that copies beyond what is standard and customary.

Cost of Printing Beyond Copies Provided By Contract	
8-1/2 X 11 Sheet (Black & White)	$0.20/Sheet
11 X 17 Sheet (Black & White)	$0.35/Sheet
22 X 34 Sheet (Black & White)	$1.00/Sheet

Engineers Estimated Cost

Date: 6/22/2018

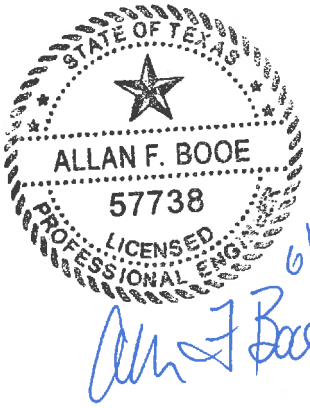
ENGINEER'S ESTIMATE-QUANTITY FORM
10" Waterline Project along Mile 6 West Road

PHASE: N/A
ACREAGE: N/A
ENTITY: N.A.W.S.C.
LOTS: N/A
WATER SUPPLIER: NAWSC

___ NO DESIGN COMPLETED
___X___ PRELIMINARY DESIGN
___ FINAL DESIGN

	WATER IMPROVEMENTS: On site	Quantity	Unit	Unit Price	Item Total
1	10" PVC C900 DR18	13,750	LF	$ 24.25	$ 333,437.50
2	8" PVC CERTA-LOK®	125	LF	$ 30.10	$ 3,762.50
3	8" PVC C900 DR 18	115	LF	$ 19.50	$ 2,242.50
4	6" PVC C900 DR 18	234	LF	$ 16.95	$ 3,966.30
5	4" PVC C900 DR18	111	LF	$ 13.85	$ 1,537.35
6	2" PVC C900 DR18	122	LF	$ 12.20	$ 1,488.40
7	10" Gate valve w/box *	1	EA	$ 2,800.00	$ 2,800.00
8	8" Gate valve w/box *	6	EA	$ 2,125.00	$ 12,750.00
9	6" Gate valve w/box *	12	EA	$ 1,485.00	$ 17,820.00
10	4" Gate valve w/box *	4	EA	$ 1,100.00	$ 4,400.00
11	Reconnect & Adjust Fire hydrant w/6" valve	11	EA	$ 2,905.00	$ 31,955.00
12	Single service connection-adjacent	14	EA	$ 765.00	$ 10,710.00
13	Single service connection-across	28	EA	$ 1,598.00	$ 44,744.00
14	10" tee *	1	EA	$ 755.00	$ 755.00
15	10"x10"x8" tee *	3	EA	$ 850.00	$ 2,550.00
16	10"x10"x6" tee *	5	EA	$ 775.00	$ 3,875.00
17	10"x10"x4" tee *	4	EA	$ 725.00	$ 2,900.00
18	10" 90 degree elbow *	7	EA	$ 620.00	$ 4,340.00
19	10" 45 degree elbow *	18	EA	$ 560.00	$ 10,080.00
20	10" 11-1/4 degree elbow *	2	EA	$ 558.00	$ 1,116.00
21	10" x 8" Reducer *	1	EA	$ 560.00	$ 560.00
22	10" x 8" Cross *	1	EA	$ 550.00	$ 550.00
23	10" x 6" Cross *	1	EA	$ 500.00	$ 500.00
24	8" 90 degree elbow *	1	EA	$ 472.00	$ 472.00
25	8" 45 degree elbow *	4	EA	$ 465.00	$ 1,860.00
26	8"x8"x6" Tee *	1	EA	$ 580.00	$ 580.00
27	4"x2" Reducer *	3	EA	$ 425.00	$ 1,275.00
28	2" 45 degree elbow *	1	EA	$ 120.00	$ 120.00
29	2" Dresser Coupling *	1	EA	$ 220.00	$ 220.00
30	4" Dresser Coupling *	3	EA	$ 530.00	$ 1,590.00
31	6" Dresser Coupling *	7	EA	$ 600.00	$ 4,200.00

Note:
Buy American/American Iron & Steel Products *



32	8" Dresser Coupling *	6	EA	$	680.00	$	4,080.00
33	6" Tee *	2	EA	$	425.00	$	850.00
34	6" x 10" Reducer *	2	EA	$	900.00	$	1,800.00
35	6" 45 degree elbow *	3	EA	$	415.00	$	1,245.00
36	18" casing SDR26 PVC	545	LF	$	70.00	$	38,150.00
37	18"x3/8" Steel Casing *	243	LF	$	125.00	$	30,375.00
38	16"x3/8" Steel Casing *	183	LF	$	110.00	$	20,130.00
39	12"x3/8" Steel Casing *	176	LF	$	100.00	$	17,600.00
40	8"x 3/8" Steel Casing *	186	LF	$	75.00	$	13,950.00
41	Concrete & asphalt driveways (Slick bore)	303	LF	$	40.00	$	12,120.00
42	Valve markers	23	EA	$	140.00	$	3,220.00
43	Meter boxes	42	EA	$	110.00	$	4,620.00

Total Water Improvements: $ 657,296.55

TOTAL IMPROVEMENTS: $ 657,296.55

Estimated by: _____

Checked by: _____ Based on quantity dated _____

Note:
Buy American/American Iron & Steel Products *

Date: 6/22/2018

ENGINEER'S ESTIMATE-QUANTITY FORM
8" Waterline Project along Mile 6 West Road

PHASE: N/A
ACREAGE: N/A
ENTITY: N.A.W.S.C.
LOTS: N/A
WATER SUPPLIER: NAWSC

___ NO DESIGN COMPLETED
___X___ PRELIMINARY DESIGN
___ FINAL DESIGN

	WATER IMPROVEMENTS: On site	Quantity	Unit	Unit Price	Item Total
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4	4" PVC C900 DR18	111	LF	$ 13.85	$ 1,537.35
5	2" PVC C900 DR18	122	LF	$ 12.20	$ 1,488.40
6	8" Gate valve w/box *	7	EA	$ 2,125.00	$ 14,875.00
7	6" Gate valve w/box *	12	EA	$ 1,485.00	$ 17,820.00
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10	Single service connection-adjacent	14	EA	$ 765.00	$ 10,710.00
11	Single service connection-across	28	EA	$ 1,598.00	$ 44,744.00
12	8" tee *	4	EA	$ 653.00	$ 2,612.00
13	8"x8"x6" tee *	5	EA	$ 579.00	$ 2,895.00
14	8"x8"x4" tee *	4	EA	$ 510.00	$ 2,040.00
15	8" 90 degree elbow *	8	EA	$ 475.00	$ 3,800.00
16	8" 45 degree elbow *	22	EA	$ 465.00	$ 10,230.00
17	8" 11-1/4 degree elbow *	2	EA	$ 475.00	$ 950.00
18	8" Cross *	1	EA	$ 550.00	$ 550.00
19	8" x 6" Cross *	1	EA	$ 490.00	$ 490.00
20	8"x8"x6" Tee *	1	EA	$ 580.00	$ 580.00
21	4"x2" Reducer *	3	EA	$ 425.00	$ 1,275.00
22	2" 45 degree elbow *	1	EA	$ 120.00	$ 120.00
23	2" Dresser Coupling *	1	EA	$ 220.00	$ 220.00
24	4" Dresser Coupling *	3	EA	$ 530.00	$ 1,590.00
25	6" Dresser Coupling *	7	EA	$ 600.00	$ 4,200.00
26	8" Dresser Coupling *	6	EA	$ 680.00	$ 4,080.00
27	6" Tee *	2	EA	$ 425.00	$ 850.00
28	6" x 10" Reducer *	2	EA	$ 450.00	$ 900.00
29	6" 45 degree elbow *	3	EA	$ 415.00	$ 1,245.00
30	16" casing SDR26 PVC	545	LF	$ 75.00	$ 40,875.00
31	16"x3/8" Steel Casing *	426	LF	$ 110.00	$ 46,860.00
32	12"x3/8" Steel Casing *	176	LF	$ 100.00	$ 17,600.00
33	8"x 3/8" Steel Casing *	186	LF	$ 75.00	$ 13,950.00
34	Concrete & asphalt driveways (Slick bore)	303	LF	$ 40.00	$ 12,120.00
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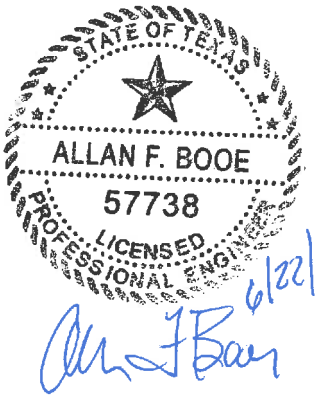
36	Meter boxes	42	EA	$ 110.00	$ 4,620.00

Total Water Improvements: $ 583,498.05

TOTAL IMPROVEMENTS: $ 583,498.05



Estimated by: _____

Checked by: _____ Based on quantity dated _____

Note:
Buy American/American Iron & Steel Products *

Plans of Adjustment Color Coded

Melden & Hunt, Inc.
115 West McIntyre Street
Edinburg, Texas 78541

NORTH ALAMO WATER SUPPLY CORPORATION

HIDALGO COUNTY, TEXAS

N.A.W.S.C. 2017 MILE 6 W. RD. (WESTGATE) WATER DISTRIBUTION SYSTEM PROJECT

WATER IMPROVEMENTS ALONG MILE 6 W. RD. (WESTGATE), BETWEEN MILE 9 N. RD. AND MILE 11 1/2 N. RD.

INDEX

SHEET No.	DESCRIPTION
1.	COVER SHEET
2.	LOCATION MAP & GENERAL CONSTRUCTION NOTES
3.	PROPOSED WATERLINE IMPROVEMENTS 1 OF 10
4.	PROPOSED WATERLINE IMPROVEMENTS 2 OF 10
5.	PROPOSED WATERLINE IMPROVEMENTS 3 OF 10
6.	PROPOSED WATERLINE IMPROVEMENTS 4 OF 10
7.	PROPOSED WATERLINE IMPROVEMENTS 5 OF 10
8.	PROPOSED WATERLINE IMPROVEMENTS 6 OF 10
9.	PROPOSED WATERLINE IMPROVEMENTS 7 OF 10
10.	PROPOSED WATERLINE IMPROVEMENTS 8 OF 10
11.	PROPOSED WATERLINE IMPROVEMENTS 9 OF 10
12.	PROPOSED WATERLINE IMPROVEMENTS 10 OF 10
13.	N.A.W.S.C. TYPICAL WATER DETAILS (1 of 2)
14.	N.A.W.S.C. TYPICAL WATER DETAILS (2 of 2)

2017

BOARD OF DIRECTORS

Steve D. Krenek.....President
Dennis Goldsberry.....Vice-President
Derrick Swanberg.....Secretary/Treasurer
Manuel B. Garcia.....Member
Abdiel Cuevas.....Member
Ray Yeary.....Member
Thomas Jendrusch.....Member
Martin Drewery.....Member
Michael England.....Member
Steve Sanchez.....General Manager
Robert Rodriguez.....Water Systems Manager

THESE PLANS HAVE BEEN REVIEWED AND APPROVED BY NORTH ALAMO WATER SUPPLY CORPORATION

ON THE _____ DAY OF _____ 20____

_____
N.A.W.S.C.

MELDEN & HUNT INC.
•CONSULTANTS •ENGINEERS •SURVEYORS
115 W. McINTYRE, EDINBURG, TX 78541
PH: (956) 381-0981 FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

TBPLS No. 10096900
TBPE FIRM # F-1435

STATE OF TEXAS
ALLAN F. BOOE
57738
REGISTERED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ALLAN F. BOOE, P.E. 57738

PLANS CORRECT:

ALLAN F. BOOE, P.E. — DATE 5/29/18

JOB No. 17208.01

SHEET 1 OF 14 — SET No. _____

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE L/W

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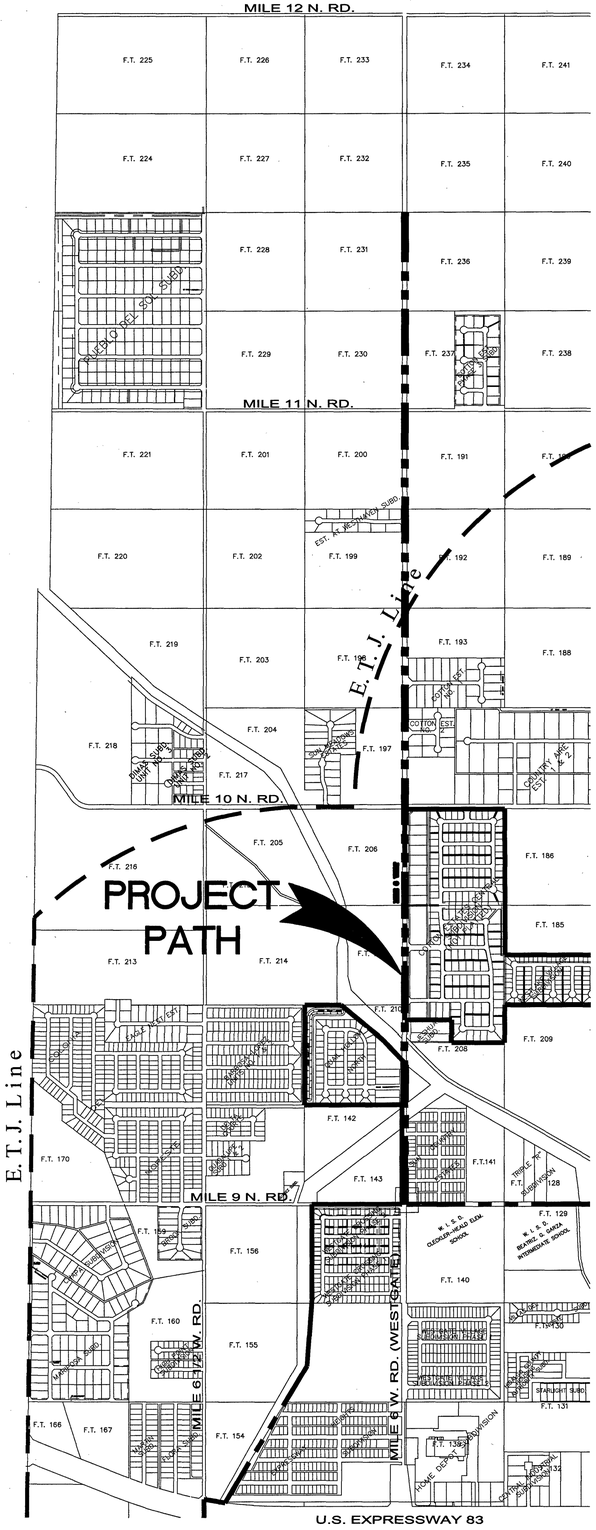
CALL BEFORE YOU DIG!

Texas 811
Know what's below.
Call before you dig.

PARTICIPANTS REQUEST 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST – STOP AND CALL CONSTRUCTION

811

THE LONE STAR NOTIFICATION COMPANY AT 1-800-669-8344



LOCATION MAP

NOT TO SCALE

GENERAL CONSTRUCTION NOTES

1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ's "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS."
2. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI [§290.44 (a)(1).]
3. PLASTIC PIPE FOR USE IN PLUBLIC WATER SYSTEMS MUST BEAR THE NATIONAL SANITATION FOUNDATION SEAL OF APPROVAL (NSF–PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS [§290.44(a)(2)].
4. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY [§290.44(a)(3)].
5. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATERLINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAT 24 INCHES BELOW GROUND SURFACE [§290.44(a)(4)].
6. ALL WATER CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR [§290.44(a)(4)(B)].
7. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS AND FIXTURES IS 0.25 PERCENT [§290.44(b)].
8. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE, COVERED WITH 16–MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT [§290.44(d)(1)].
9. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION [§290.44(f)(1)].
10. WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI–PERMANENT BODY OF WATER, THE WATERLINE SHALL BE INSTALLED IN A SEPARATE WATERTIGHT PIPE ENCASEMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED [§290.44(f)(2)].
11. THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY AWWA FORMULA FOR PVC PIPE: L=(N)(D)(√P)/7,400. THE FORMULA FOR DUCTILE OR CAST IRON PIPE IS L=(S)(D)(√P)/133,200.
12. THE USE OF PIPES AND PIPE FITTINGS THAT CONTAIN MORE THAN 8.0% LEAD OR SOLDERS, AND FLUX THAT CONTAINS MORE THAN 0.2% LEAD IS PROHIBITED IN THE FOLLOWING CIRCUMSTANCES FOR INSTALLATION OR REPAIR OF ANY PUBLIC WATER SUPPLY AND FOR INSTALLATION OR REPAIR OF ANY PLUMBING IN A RESIDENTIAL OR NONRESIDENTIAL FACILITY, PROVIDING WATER FOR HUMAN CONSUMPTION AND CONNECTED TO A PUBLIC DRINKING WATER SUPPLY SYSTEM.
13. THE SYSTEM SHALL BE DESIGNED TO AFFORD EFFECTIVE CIRCULATION OF WATER WITH A MINIMUM OF DEAD ENDS. ALL DEAD–END MAINS SHALL BE PROVIDED WITH ACCEPTABLE FLUSH VALVES AND DISCHARGE PIPING. ALL DEAD–END LINES LESS THAN TWO INCHES IN DIAMETER WILL NOT REQUIRE FLUSH VALVES IF THEY END AT A CUSTOMER SERVICE. WHERE DEAD ENDS ARE NECESSARY AS A STAGE IN THE GROWTH OF THE SYSTEM, THEY SHALL BE LOCATED AND ARRANGED TO ULTIMATELY CONNECT THE ENDS TO PROVIDE CIRCULATION.
14. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES AND SEPTIC TANK DRAINFIELDS. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS AND MATERIALS UTILIZED MUST MEET 290.44(e) OF THE CURRENT RULES.
15. THE CONTRACTOR SHALL DISINFECT THE NEW WATER MAINS IN ACCORDANCE WITH AWWA STANDARD C651 AND THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATER LINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER.
16. THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING TYPE AND LOCATION OF UNDERGROUND UTILITIES AND ELECTRICAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE LOCATIONS AND SIZES HAVE BEEN TAKEN FROM EXISTING RECORDS AND THE BEST AS–BUILT INFORMATION AVAILABLE; HOWEVER, IT IS EXPECTED THAT THERE MAY BE SOME DISCREPANCIES AND OMISSIONS IN THE LOCATIONS, QUALITIES AND SIZES SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT TYPE, SIZE AND LOCATION OF ALL UTILITIES AFFECTED BY THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL ARRANGE FOR THE REPAIR AND RESTORATION OF CONTRACTOR DAMAGED UTILITIES. THE COST OF ANY REPAIR OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE CURRENT LINE SPOTTING TOLL FREE NUMBER AND COORDINATE WITH ALL THE UTILITY COMPANIES FOR ACTUAL LOCATING AND UNCOVERING OF EXISTING LINE PRIOR TO EXCAVATION OPERATIONS.
17. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY UNREPORTED OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THIS PROJECT.
18. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE APPLICABLE STATE STATUES AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS (OSHA). COPIES OF THE O.S.H.A. STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE. INFORMATION AND AND RELATED REFERENCE MATERIALS MAY BE OBTAINED FROM O.S.H.A. AT 611 EAST 6TH STREET, ROOM 303, AUSTIN, TEXAS.
19. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A SAFE, NEAT AND WORKMAN–LIKE MANNER AT ALL TIMES. JOB SAFETY SHALL NOT BE COMPROMISED. ANY UNSAFE OR UNATTRACTIVE NUISANCE SHALL BE REMOVED OR OTHERWISE TAKEN CARE OF BY THE CONTRACTOR WHEN DIRECTED BY THE OWNER OR PROJECT ENGINEER.
20. EXCAVATIONS, TRENCHES AND OTHER HAZARDOUS AREAS SHALL BE ADEQUATELY PROTECTED BY BARRICADES, FENCING, LIGHTS AND/OR OTHER PROTECTIVE DEVICES AT ALL TIMES.
21. CONSTRUCTION OF THIS PROJECT WILL BE SUBJECT TO INSPECTIONS AND TESTING AS DEEMED NECESSARY OR APPROPRIATE BY THE ENGINEER. THE CONTRACTOR SHALL FURNISH INCIDENTAL LABOR AND EQUIPMENT TO ALLOW THE TESTING PERSONAL ACCESS TO THE WORK AND WILL COOPERATE FULLY WITH THE PERSONS CONDUCTING THE TESTING AND INSPECTION PROGRAM.
22. A PART OF THE WORK THAT IS NECESSARY OR REQUIRED TO MAKE EACH SYSTEM OR INSTALLATION SATISFACTORY AND OPERABLE FOR ITS INTENDED PURPOSE, EVEN THOUGH IT IS NOT SPECIFICALLY INCLUDED IN THE SPECIFICATIONS OR DRAWINGS, SHALL BE PERFORMED AS INCIDENTAL WORK AS IF IT WERE DESCRIBED IN THE SPECIFICATIONS AND SHOWN ON THE DRAWINGS.
23. THE DRAWINGS DO NOT ALWAYS INDICATE ALL VERTICAL BENDS AND TRANSITIONS. WHEN NECESSARY, MAKE VERTICAL TRANSITIONS BY A DEFLECTION AT THE JOINTS OR THE INSTALLATION OF FITTINGS. DO NOT DEFLECT PIPE JOINTS MORE THAN 80% OF THE MANUFACTURER'S RECOMMENDATION.
24. ALL PIPING MUST BE INSTALLED WITH A MINIMUM OF 36–INCHES OF COVER UNLESS OTHERWISE NOTED ON THESE PLANS.
25. ALL EXCAVATION FOR THIS PROJECT SHALL BE UNCLASSIFIED.
26. THERE WILL BE NO BLASTING ALLOWED ON THIS PROJECT.
27. ALL PIPES, VALVES, FITTINGS AND OTHER APPURTENANCES SHALL BE RATED FOR 150 PSI, UNLESS OTHER WISE NOTED.
28. ALL DUCTILE IRON PIPE SHALL BE CLASS 200, UNLESS OTHERWISE NOTED. ALL ABOVE GROUND DUCTILE IRON PIPE SHALL HAVE ANSI CLASS 125 FLANGED JOINTS AND ALL UNDERGROUND DUCTILE IRON PIPE SHALL HAVE PUSH–ON OR MECHANICAL JOINTS WITH APPROPRIATE RESTRAINTS.
29. ALL TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION WITH THE USE OF PROTECTIVE BARRIERS INSTALLED BY THE CONTRACTOR, AT THE DRIP LINE OF EACH TREE.
30. ANY SAFETY DEVICES, WARNING LIGHTS, CONTROLS, ALARMS OR OTHER DEVICES SHOWN ON ANY PLANS OR CALLED FOR BY ANY SECTION OF THE SPECIFICATIONS SHALL BE MADE OPERABLE. THE CONTRACTOR SHALL SUPPLY ALL CONDUIT, WIRING, SWITCHES, SENSORS, OR ANY OTHER MATERIALS NECESSARY TO CONNECT THE DEVICE AND MAKE IT OPERABLE.
31. ALL UTILITIES WHICH ARE TO REMAIN AND WHICH ARE DAMAGED OR REMOVED WILL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.
32. PIPE SHALL BE BACKFILLED WITH JOINTS EXPOSED FOR TESTING, BEFORE NEW JOINTS ARE COVERED. PRESSURE LINES ARE TO BE HYDROSTATICALLY TESTED AT NOT LESS THAN 150 PSIG FOR A PERIOD OF TWO HOURS. THE OWNER SHALL OBSERVE AND APPROVE OR REJECT THE TEST. REPAIRS, IF REQUIRED, SHALL BE MADE AND THE LINE SHALL BE RETESTED UNTIL APPROVED. TEST SHALL NOT BEGIN UNTIL THRUST BLOCKS HAVE AGED A MINIMUM OF 24 HOURS.
33. THESE NOTES ARE INTENDED TO SUPPLEMENT THE TECHNICAL SPECIFICATIONS AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR THE DETAILED REQUIREMENTS SET FORTH IN THE SPECIFICATIONS. WHERE THERE IS A CONFLICT BETWEEN THE DRAWINGS AND THE SPECIFICATIONS, THE SPECIFICATIONS SHALL GOVERN.
34. AS SOON AS PRACTICAL, ALL PORTIONS OF EXCAVATIONS NOT OCCUPIED BY THE PERMANENT STRUCTURE SHALL BE BACKFILLED.
35. AREAS USED FOR THE CONTRACTOR'S JOB TRAILER, PERSONEL PARKING, MATERIAL STORAGE, SPOILS STOCKPILE, MATERIAL FABRICATION AND RELATED CONSTRUCTION USES MUST BE APPROVED BY THE PROJECT ENGINEER.
36. WHERE THE WATER TRANSFER LINE INSTALLATION INTERSECTS SANITARY SEWER SYSTEM MAINS AT LESS THAN 9.0 FEET SEPARATION, THE CONTRACTOR SHALL INSTALL A 20 FOOT SECTION OF C–900 PVC PRESSURE PIPE CENTERED ON THE POINT OF INTERSECTION.
37. CONTRACTOR SHALL REMOVE AND REINSTALL ALL SIGNS, MAILBOXES, FENCES, CULVERTS AND OTHER ITEMS IN WAY OF THE WORK.
38. CONTRACTOR SHALL REPAIR ALL OPEN CUTS OF PAVED AREAS BACK TO BETTER THAN "AS–IS" CONDITION WITH LIKE MATERIALS.
39. PROVIDE INTERIM DRAINAGE DURING CONSTRUCTION AS REQUIRED. USE PUMPS, TEMPORARY DITCHES, ETC. TO MAINTAIN A WELL DRAINED SITE FREE OF STANDING WATER AND WATER SOFTENED SOILS.
40. MAINTAIN COVER BELOW DITCHES AND SURFACE DEPRESSIONS. PRESSURE UTILITIES MAY BE LAID APPROXIMATELY PARALLEL TO GRADE, UNLESS OTHERWISE INDICATED, WITH LOCAL DEEPENING TO AVOID OTHER UTILITIES OR OBSTRUCTIONS. PROVIDE PROTECTION WHERE COVER IS TEMPORARILY REDUCED.
41. ANCHOR ALL UNDERGROUND PRESSURE PIPING AS NECESSARY TO PREVENT MOVEMENT UNDER PRESSURE TEST AND SERVICES.
42. ALL REINFORCING STEEL SHALL CONFORM TO ASTM SPECIFICATION A–165, GRADE 60. ALL BARS SHALL CONFORM TO ASTM SPECIFICATION A–305.
43. ALL CONCRETE AND FORM WORK SHALL CONFORM TO CURRENT ACI CODE REQUIREMENTS.
44. ALL DISTURBED GROUND SHALL BE SEEDED AS PER TXDOT PERMIT REQUIREMENTS.
45. THE CONTRACTOR SHALL COORDINATE ALL CROSSINGS WITH THE APPROPRIATE AGENCIES AND MEET ALL OF THEIR SET REQUIREMENTS.

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TEXAS REGISTRATION F-1435

STATE OF TEXAS
ALLAN F. BOOE
57738
LICENSED PROFESSIONAL ENGINEER
10/4/18

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MILE 6 W. RD. (WESTGATE)
WATER DISTRIBUTION SYSTEM
IMPROVEMENTS PROJECT
2017
NORTH ALAMO WATER
SUPPLY CORPORATION

LOCATION MAP & GENERAL
CONSTRUCTION NOTES

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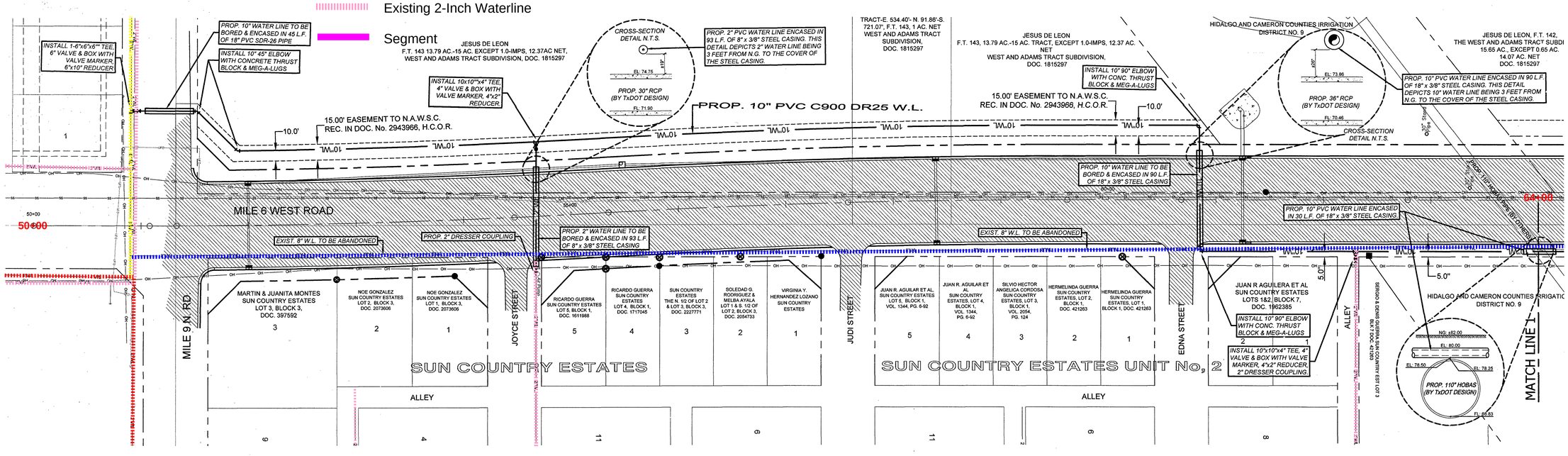

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MILE 6 W. RD. (WESTGATE) WATER DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT 2017
NORTH ALAMO WATER SUPPLY CORPORATION

WATER LINE IMPROVEMENTS
1 OF 10

BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM, NAD 83, TEXAS SOUTH 4205

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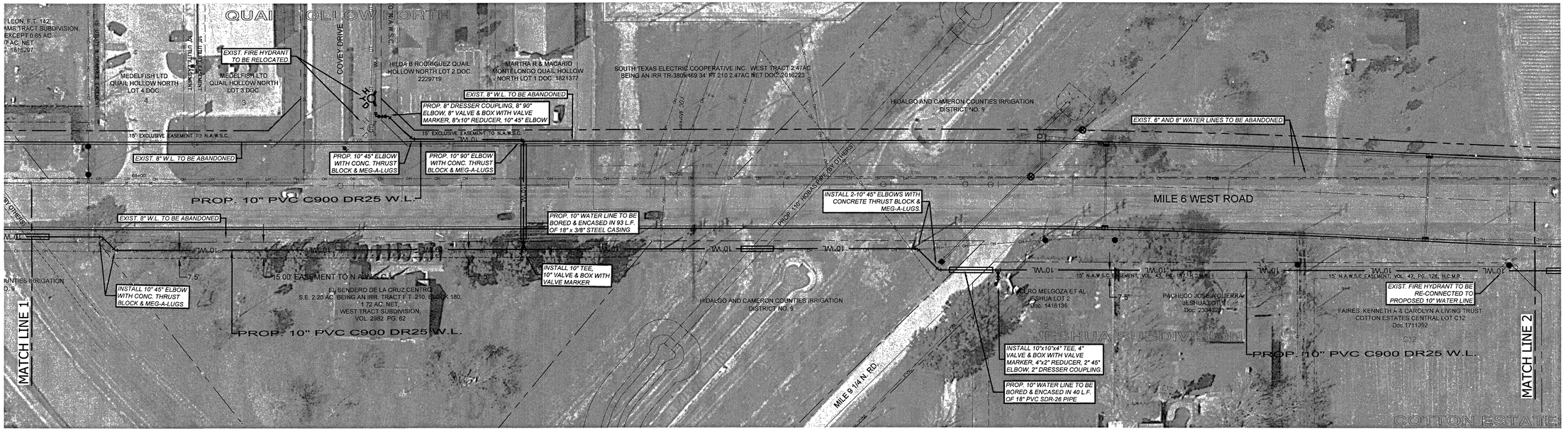
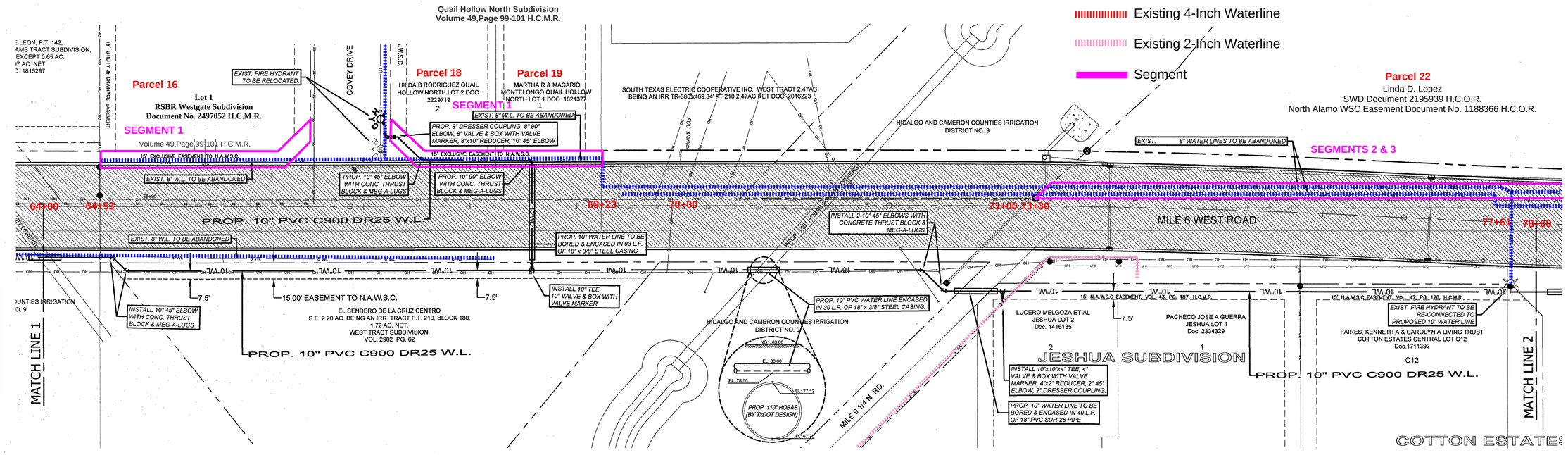
SHEET 3 OF 14



MECHANICAL JOINTS AT ALL NEW CONNECTIONS SHALL INCLUDE CONCRETE THRUST BLOCKS AND MEG-A-LUGS.



Legend

- Existing 8-inch Waterline
- Existing 6-Inch Waterline
- Existing 4-Inch Waterline
- Existing 2-Inch Waterline
- Segment

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WATER DISTRIBUTION SYSTEM
IMPROVEMENTS PROJECT
2017
NORTH ALAMO WATER
SUPPLY CORPORATION

WATER LINE IMPROVEMENTS
2 OF 10

BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM, NAD 83, TEXAS SOUTH 4205

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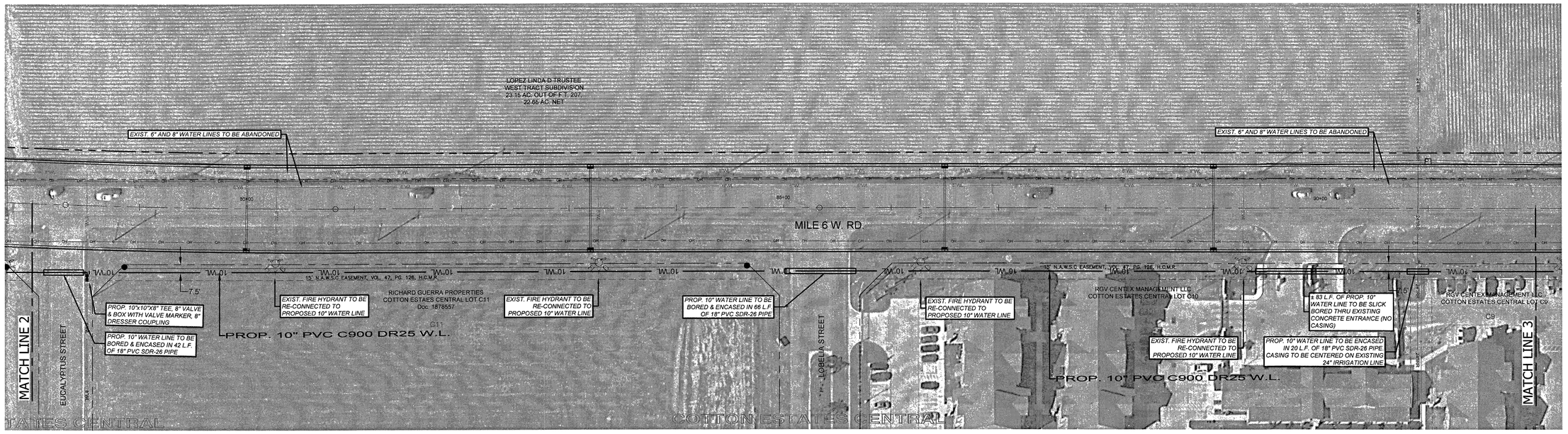


MECHANICAL JOINTS AT ALL NEW CONNECTIONS SHALL INCLUDE CONCRETE THRUST BLOCKS AND MEG-A-LUGS.

Legend

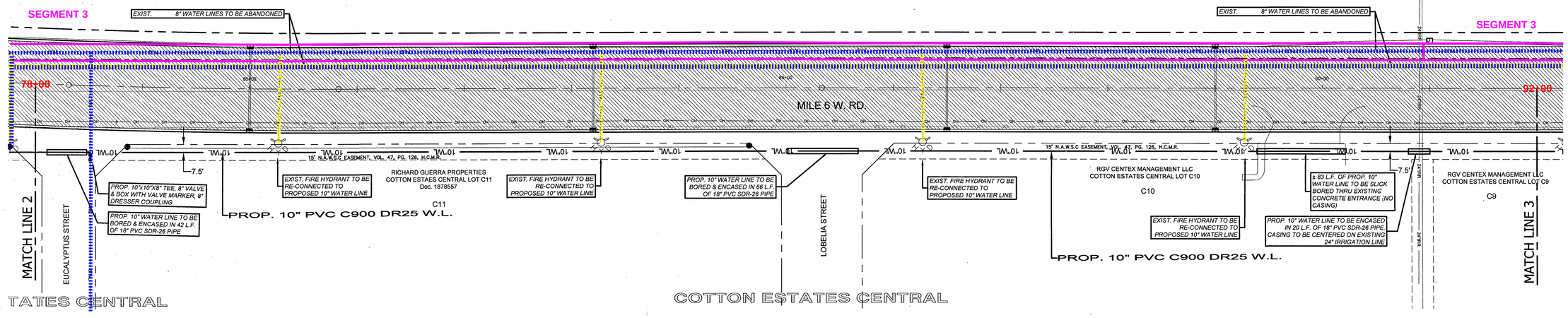
- Existing 8-inch Waterline
- Existing 6-Inch Waterline
- Existing 4-Inch Waterline
- Existing 2-Inch Waterline
- Segment

Parcel 22

Linda D. Lopez
SWD Document 2195939 H.C.O.R.
North Alamo WSC Easement Document No. 1188366 H.C.O.R.

Parcel 23

Linda D. Lopez
SWD Document 2195939 H.C.O.R.
North Alamo WSC Easement
Document No. 1188366 H.C.O.R.



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MILE 6 W. RD. (WESTGATE)
WATER DISTRIBUTION SYSTEM
IMPROVEMENTS PROJECT
2017
NORTH ALAMO WATER
SUPPLY CORPORATION

WATER LINE IMPROVEMENTS
3 OF 10

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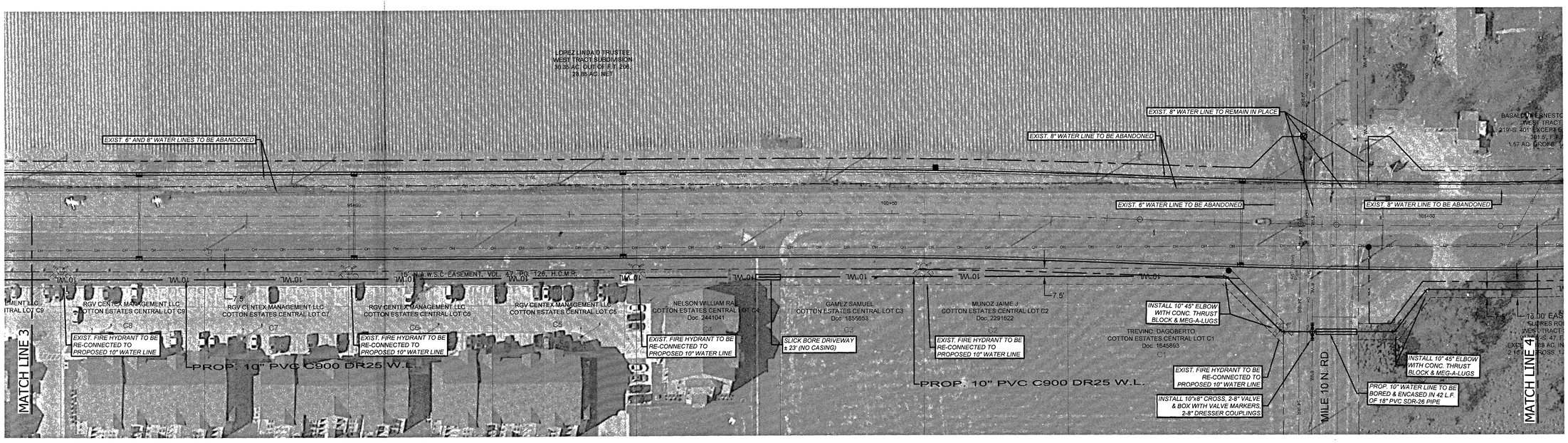


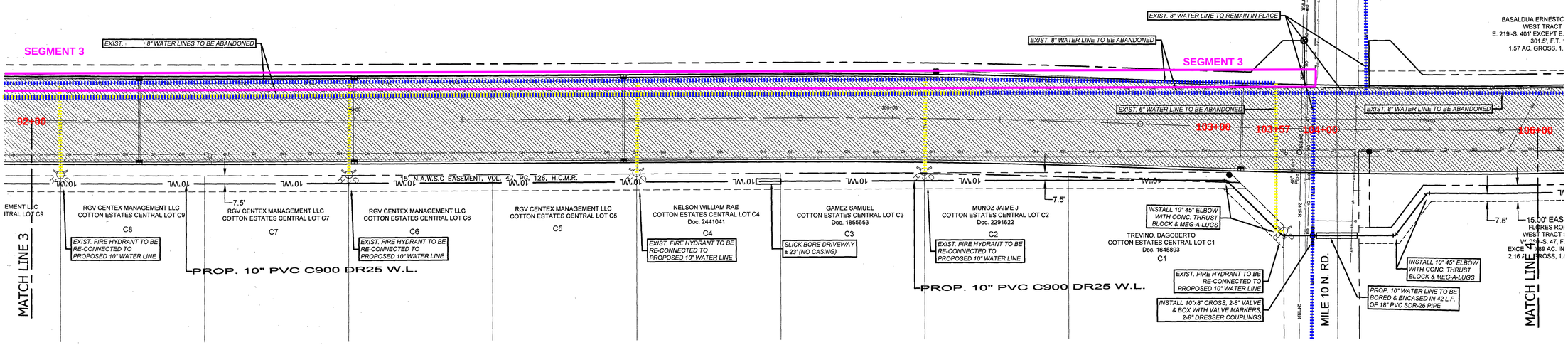
MECHANICAL JOINTS AT ALL NEW CONNECTIONS SHALL INCLUDE CONCRETE THRUST BLOCKS AND MEG-A-LUGS.

Parcel 23

Linda D. Lopez
SWD Document 2195939 H.C.O.R.
North Alamo WSC Easement Document No. 1188366 H.C.O.R.

Legend

- Existing 8-inch Waterline
- Existing 6-Inch Waterline
- Existing 4-Inch Waterline
- Existing 2-Inch Waterline
- Segment



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2017
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WATER LINE IMPROVEMENTS
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BEARINGS BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM, NAD 83, TEXAS SOUTH 4205

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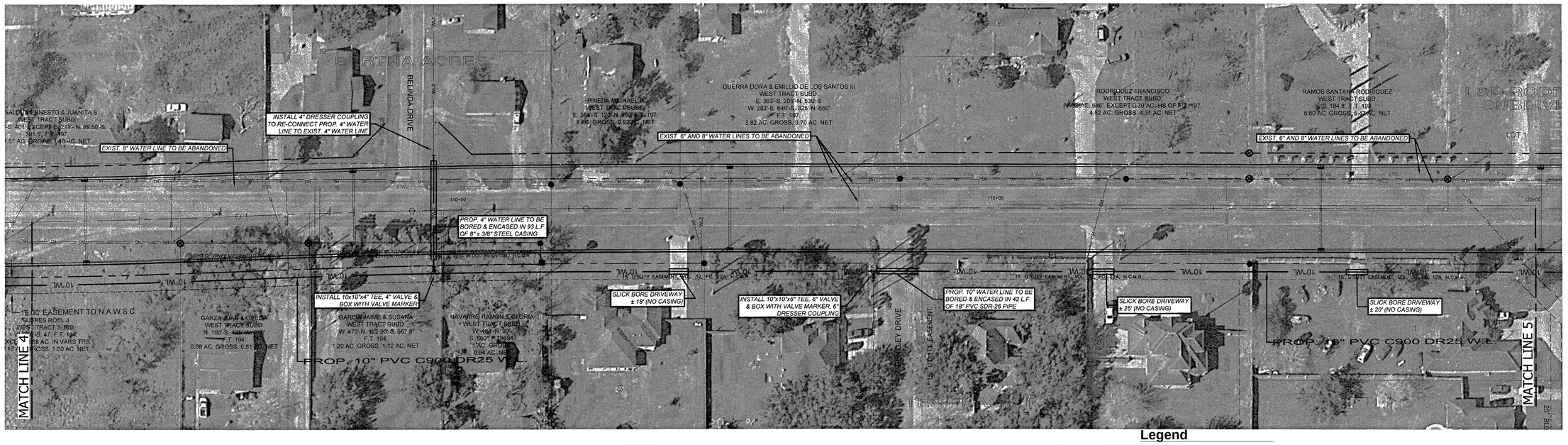
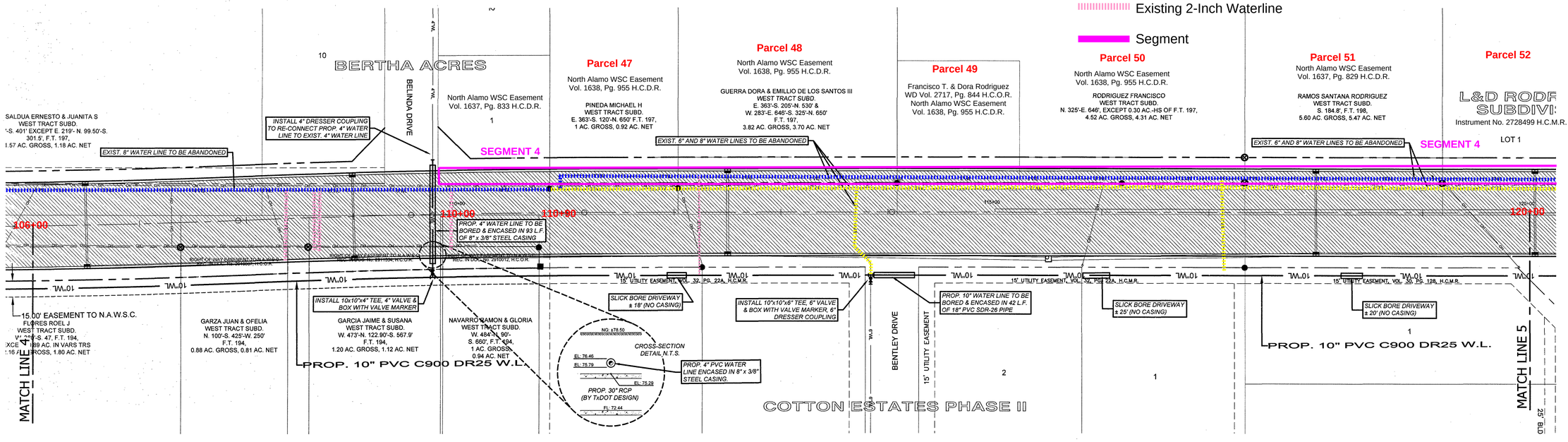


Legend

- Existing 8-inch Waterline
- Existing 6-Inch Waterline
- Existing 4-Inch Waterline
- Existing 2-Inch Waterline
- Segment

MECHANICAL JOINTS AT ALL NEW CONNECTIONS SHALL INCLUDE CONCRETE THRUST BLOCKS AND MEG-A-LUGS.



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LICENSED PROFESSIONAL ENGINEER
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MILE 6 W. RD. (WESTGATE) WATER DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT 2017
NORTH ALAMO WATER SUPPLY CORPORATION

WATER LINE IMPROVEMENTS
5 OF 10

BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM, NAD 83, TEXAS SOUTH 4205

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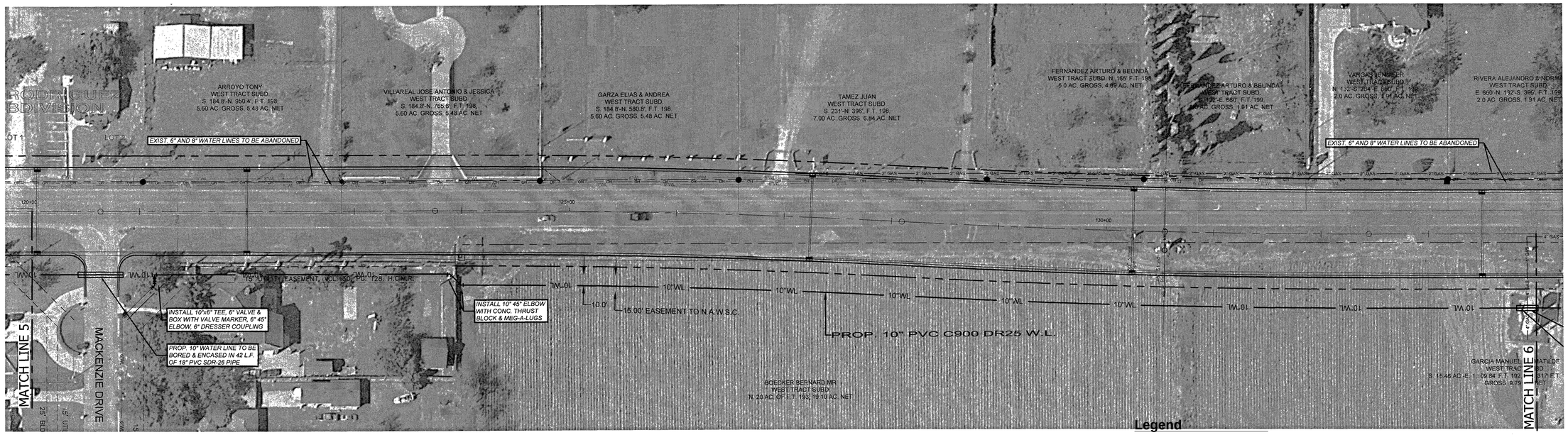

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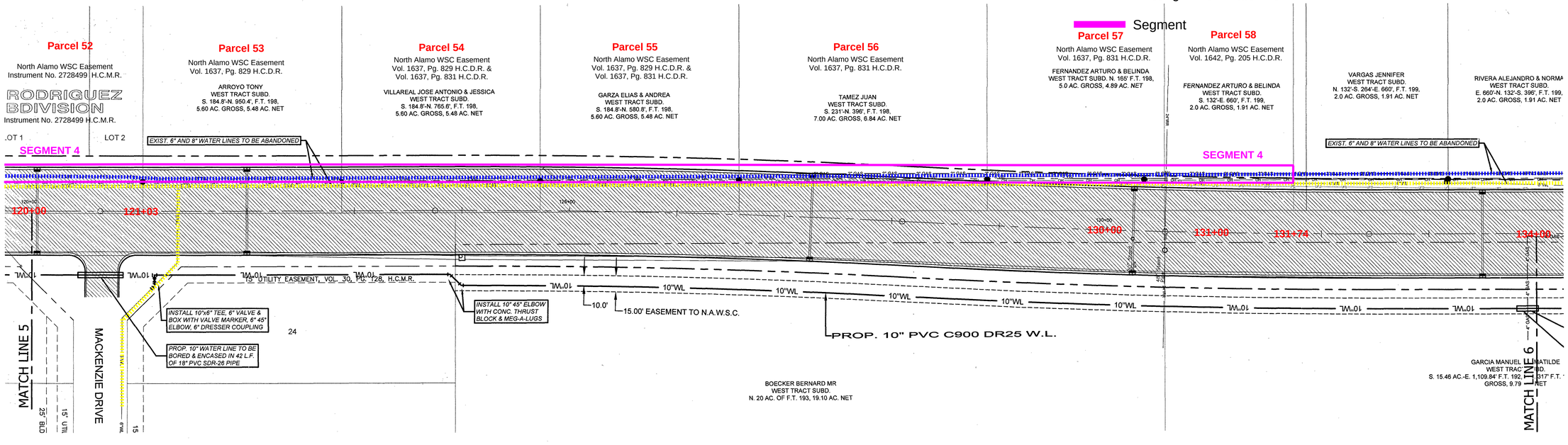

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SCALE: 1"-50'

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STATE OF TEXAS
ALLAN F. BOOE
57738
LICENSED PROFESSIONAL ENGINEER
10/4/18

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WATER DISTRIBUTION SYSTEM
IMPROVEMENTS PROJECT
2017
NORTH ALAMO WATER
SUPPLY CORPORATION

WATER LINE IMPROVEMENTS
6 OF 10

BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM, NAD 83, TEXAS SOUTH 4205

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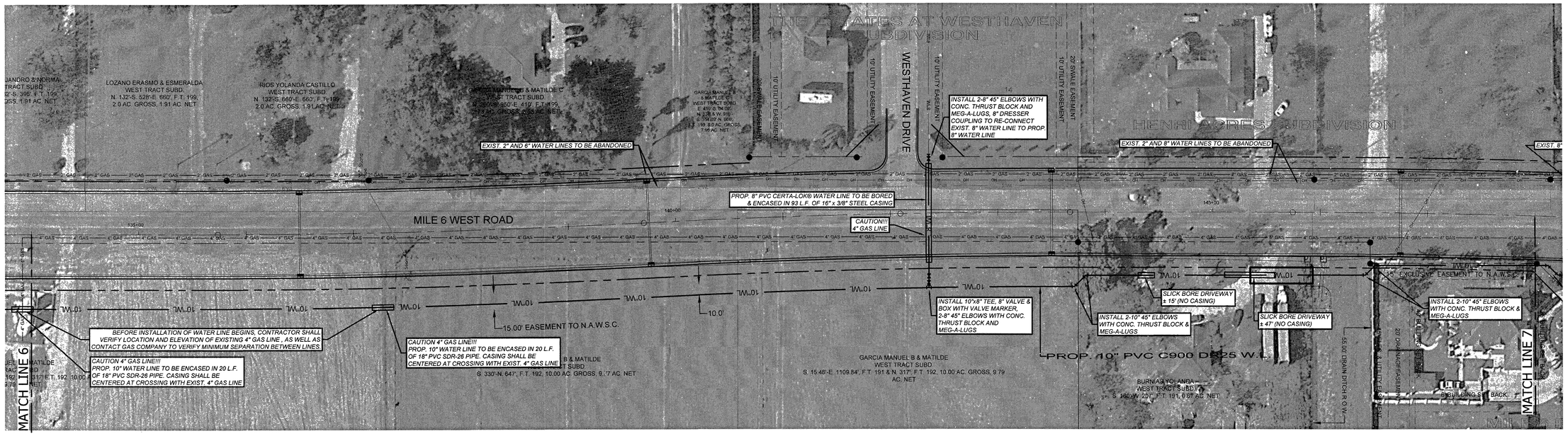
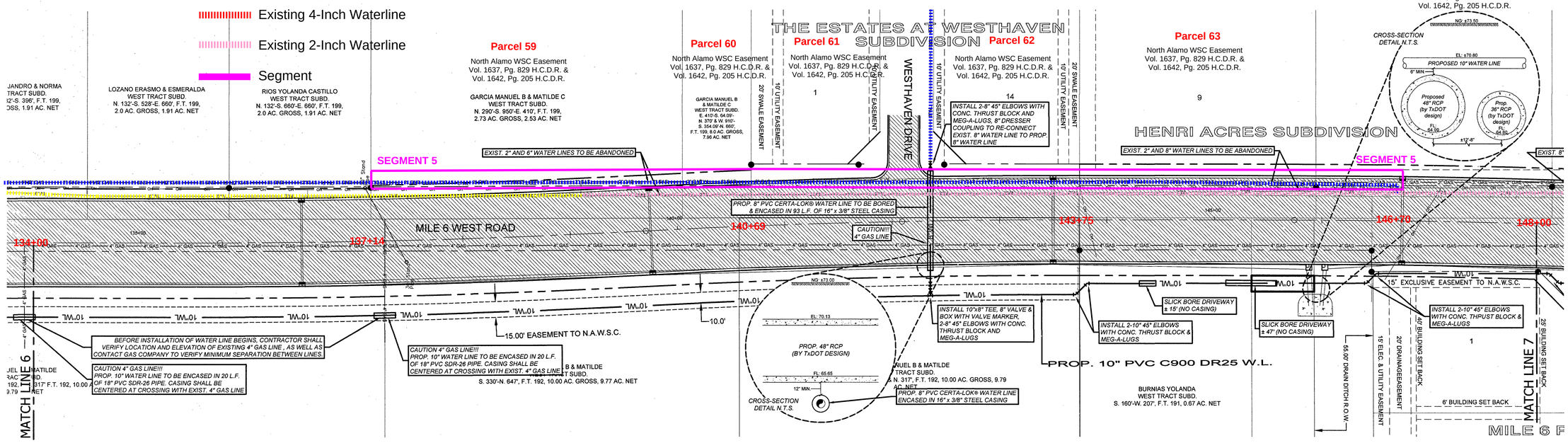


MECHANICAL JOINTS AT ALL NEW CONNECTIONS SHALL INCLUDE CONCRETE THRUST BLOCKS AND MEG-A-LUGS.

Legend

- Existing 8-inch Waterline
- Existing 6-Inch Waterline
- Existing 4-Inch Waterline
- Existing 2-Inch Waterline
- Segment



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TEXAS REGISTRATION F-1435

STATE OF TEXAS
ALLAN F. BOOE
57738
LICENSED PROFESSIONAL ENGINEER
10/29/18

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MILE 6 W. RD. (WESTGATE)
WATER DISTRIBUTION SYSTEM
IMPROVEMENTS PROJECT
2017
NORTH ALAMO WATER
SUPPLY CORPORATION

WATER LINE IMPROVEMENTS
7 OF 10

BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM, NAD 83, TEXAS SOUTH 4205

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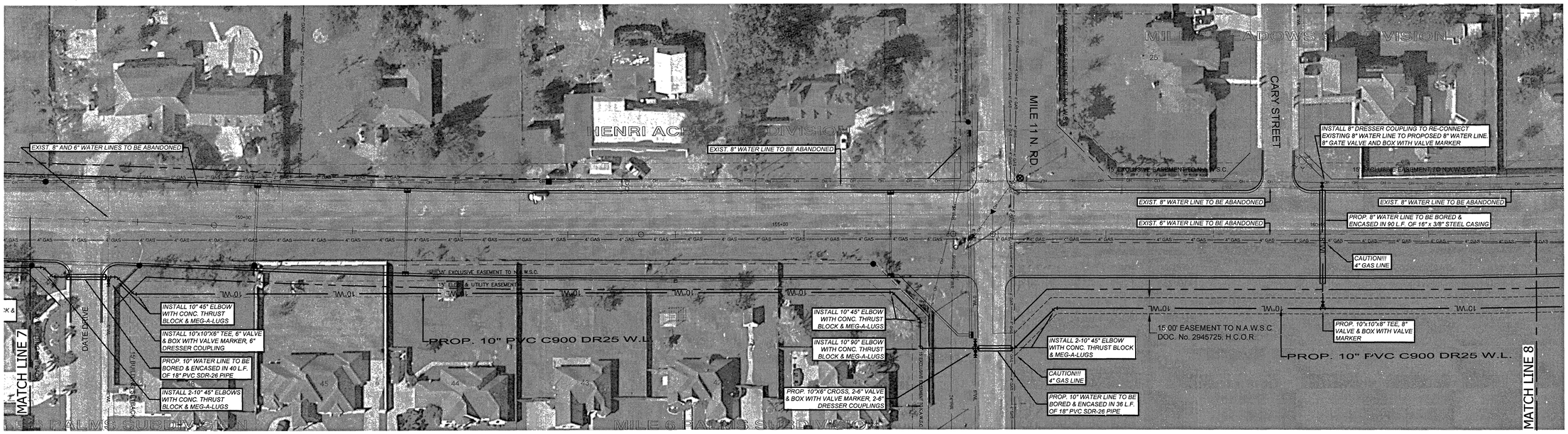
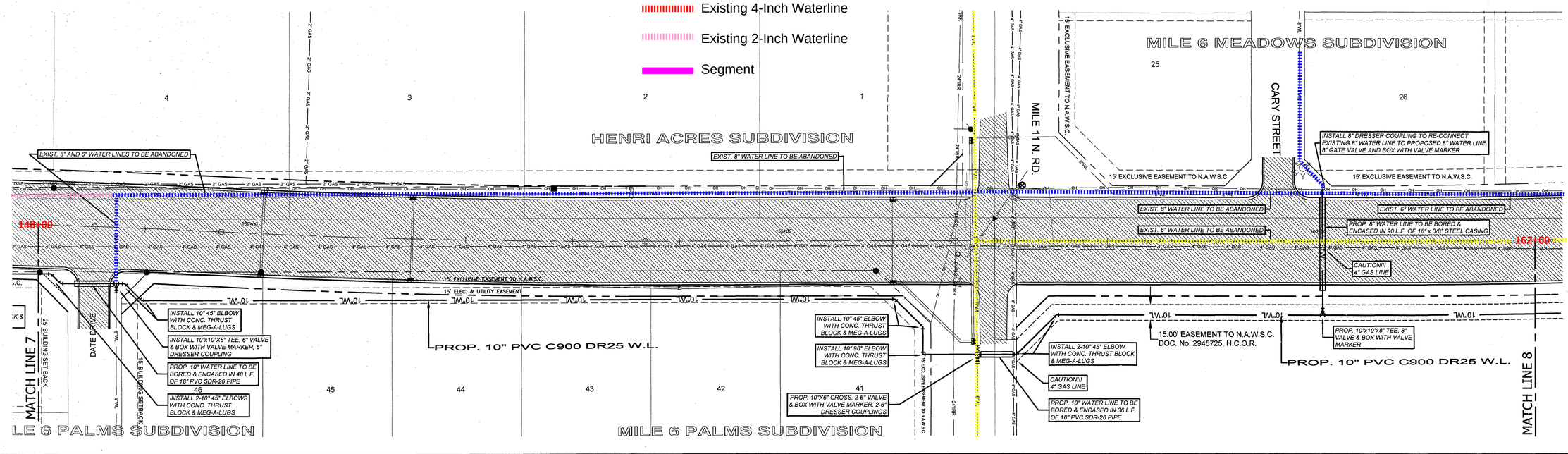


MECHANICAL JOINTS AT ALL NEW CONNECTIONS SHALL INCLUDE CONCRETE THRUST BLOCKS AND MEG-A-LUGS.

Legend

- Existing 8-inch Waterline
- Existing 6-Inch Waterline
- Existing 4-Inch Waterline
- Existing 2-Inch Waterline
- Segment



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IMPROVEMENTS PROJECT
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WATER LINE IMPROVEMENTS
8 OF 10

BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM, NAD 83, TEXAS SOUTH 4205

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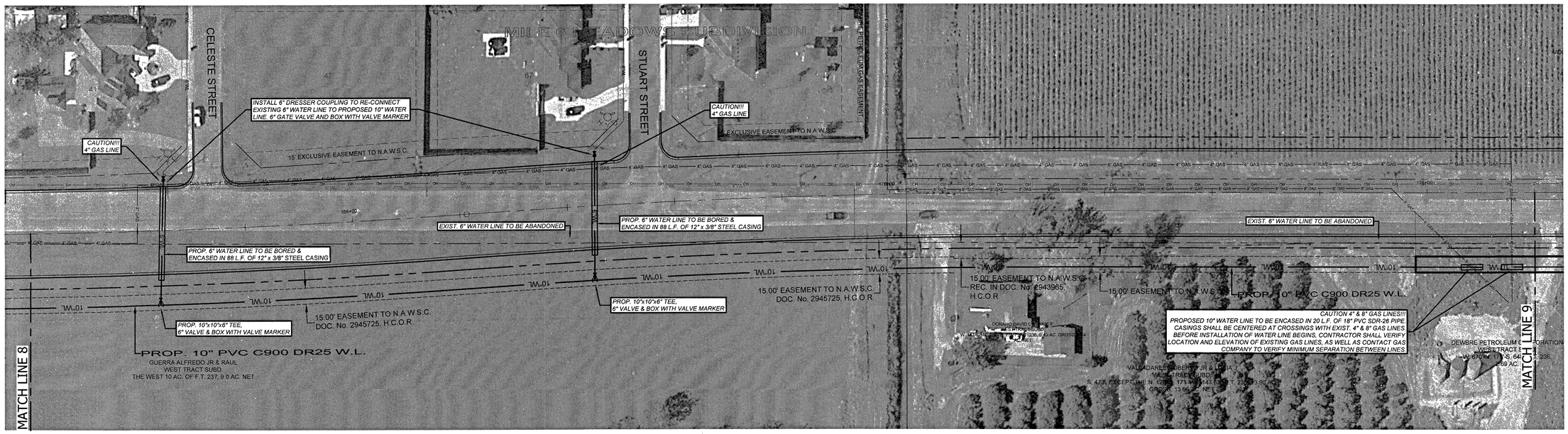

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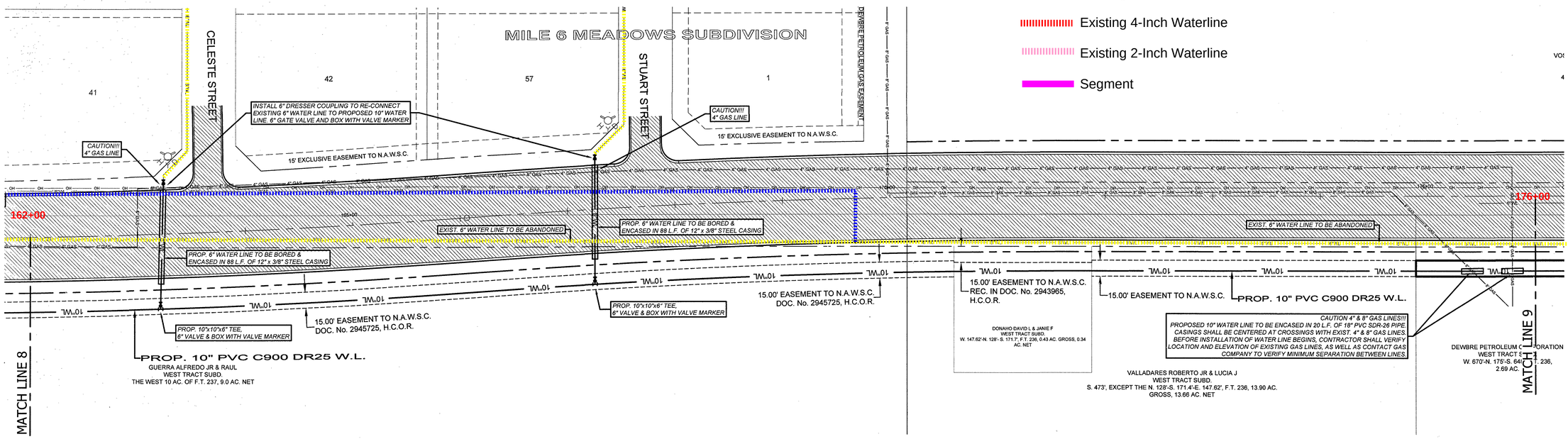

Legend

- Existing 8-inch Waterline
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IMPROVEMENTS PROJECT
2017
NORTH ALAMO WATER
SUPPLY CORPORATION

WATER LINE IMPROVEMENTS
9 OF 10

BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM, NAD 83, TEXAS SOUTH 4205

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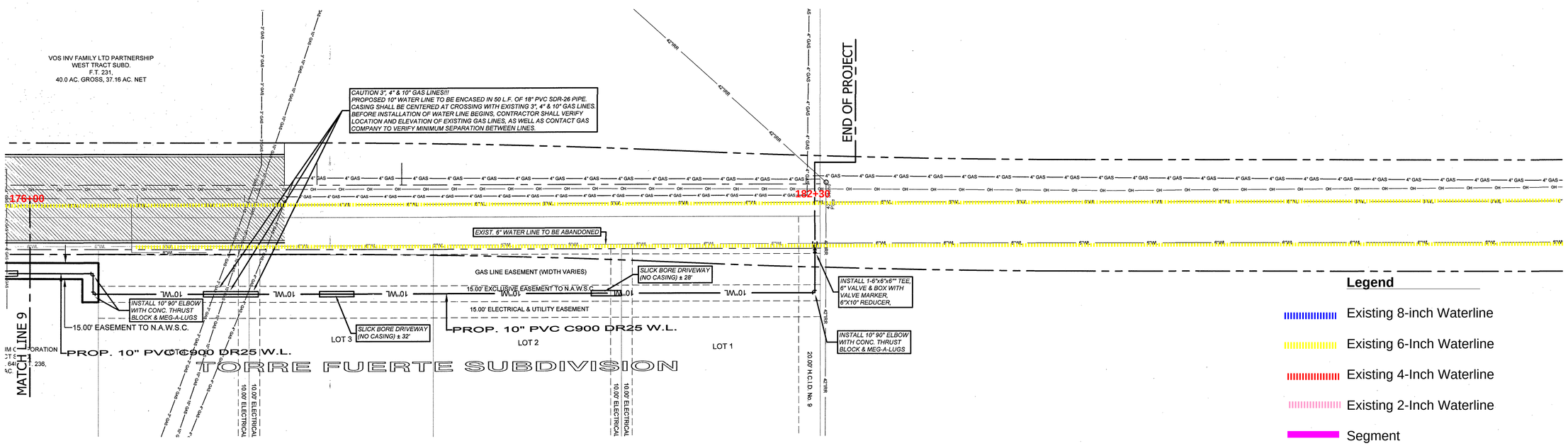
SHEET 11 OF 14

MECHANICAL JOINTS AT ALL NEW CONNECTIONS SHALL INCLUDE CONCRETE THRUST BLOCKS AND MEG-A-LUGS.



Legend

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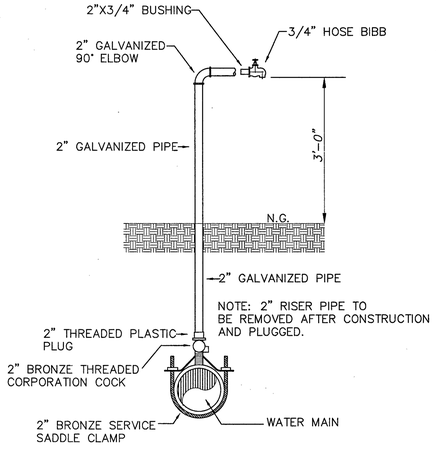
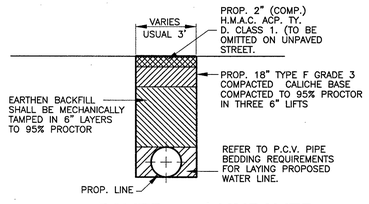


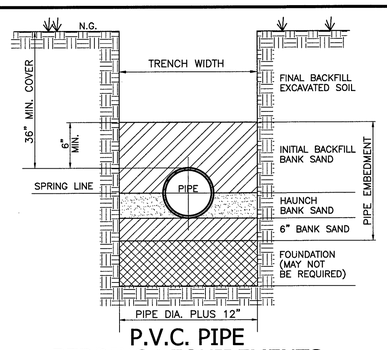
TEMOPRARY FLUSH VALVE FOR TESTING & DISINFECTION

N.T.S.



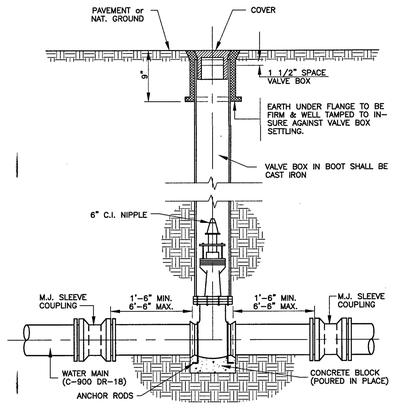
PAVED and UNPAVED STREET BACKFILL DETAIL

N.T.S.



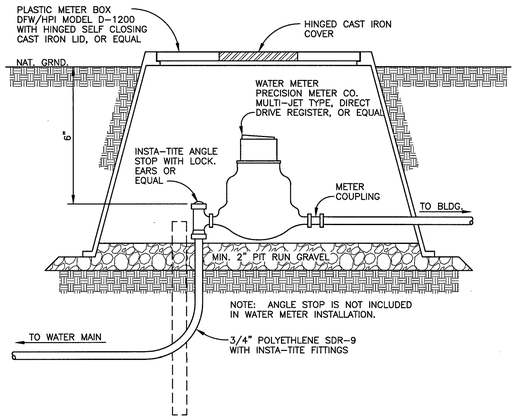
P.V.C. PIPE BEDDING REQUIREMENTS

N.T.S.



TYPICAL VALVE and VALVE BOX INSTALLATION

N.T.S.



TYPICAL WATER METER INSTALLATION

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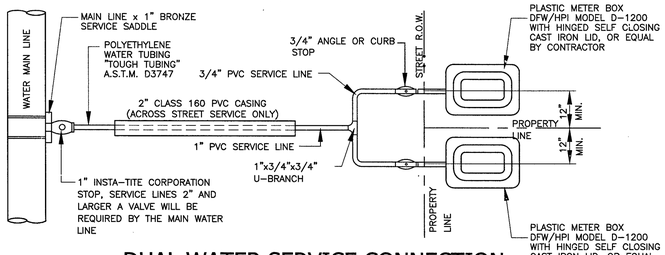
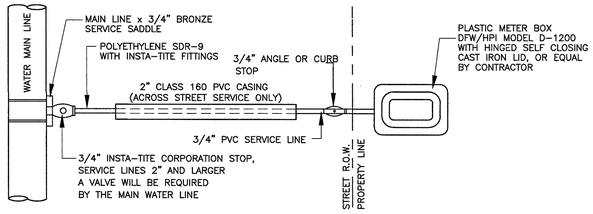


DUAL WATER SERVICE CONNECTION

N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



SINGLE WATER SERVICE CONNECTION

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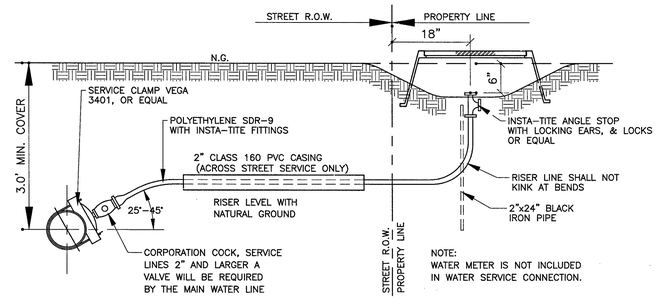
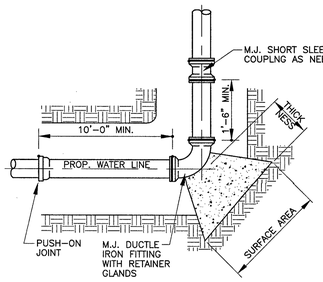
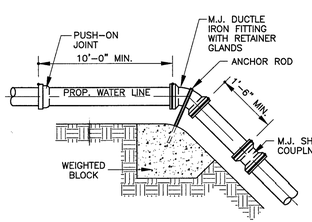


TYPICAL WATER SERVICE CONNECTION ELEVATION

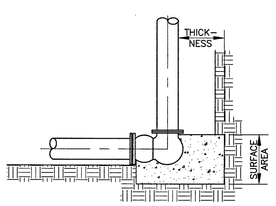
N.T.S.



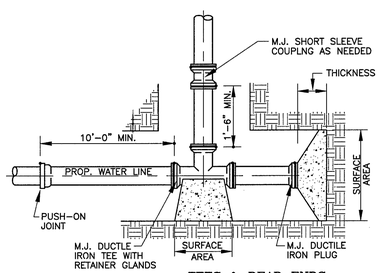
HORIZONTAL BENDS



VERTICAL BENDS



HYDRANT BURYS



TEES & DEAD ENDS

NOTE:
IN ADDITION TO THE THRUST BLOCKING REQUIRED, M.J. RETAINER GLANDS (MEG-A-LUGS) SHALL BE USED ON ALL 90° BENDS, 45° BENDS, TEES AND ALL FIRE HYDRANTS.

THRUST BLOCK DETAILS

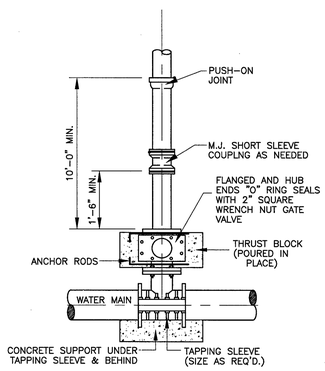
N.T.S.

THRUST BLOCK SIZE

DIAMETER OF PIPE INCHES	HORIZONTAL BEND SURFACE AREA SQ. FT.	HORIZONTAL BEND SIZE OF SURFACE AREA	THICKNESS INCHES	WEIGHT AT VERTICAL BENDS – lbs.
22°1/2 BENDS				
6 OR LESS	2	14"x 21"	8	1,700
8	3	16"x 27"	12	3,000
10	3.5	18"x 28"	12	4,500
12	4	20"x 30"	14	6,600
14	5	22"x 33"	18	9,000
16	6	24"x 36"	18	11,800
45°BENDS				
6 OR LESS	4	14"x 22"	12	3,200
8	5	16"x 45"	14	5,800
10	6	18"x 48"	18	9,000
12	7	20"x 50"	18	13,000
14	8	22"x 52"	24	17,000
16	11.5	24"x 69"	24	23,200
90°BENDS				
6 OR LESS	6	14"x 62"	12	6,000
8	8	16"x 72"	15	10,700
10	10	18"x 80"	18	16,700
12	12	20"x 86"	18	24,000
14	18	22"x118"	24	32,600
16	21	24"x126"	24	42,700
TEES & DEAD ENDS				
6 OR LESS	3	14"x 31"	12	-----
8	4	16"x 36"	15	-----
10	6	18"x 48"	18	-----
12	8.5	20"x 61"	18	-----
14	11.5	22"x 76"	24	-----
16	15	24"x 90"	24	-----

GENERAL NOTES :

1. ALL VALVES SHOWN ARE MINIMUM FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS./SQ.FT WITH PIPELINE HAVING A MINIMUM OF 30" OF COVER.
2. THE CONTRACTOR SHALL CONSIDER REDUCTIONS OF THRUST BLOCK SURFACE AREA UPON SUBMITTAL OF APPROVED SOIL RESISTANT TEST RESULTS GREATER THAN 2000 LBS./SQ.FT.
3. THE LOCATION OF THRUST BLOCKS DEPENDS UPON THE DIRECTION OF THRUST AND TYPE OF FITTINGS.
4. PRESSURE TEST MUST BE FOR A MINIMUM OF FOUR (4) HOURS AND COMPLY WITH TEXAS INSTRUCTION 1942-A, APPENDIX A.

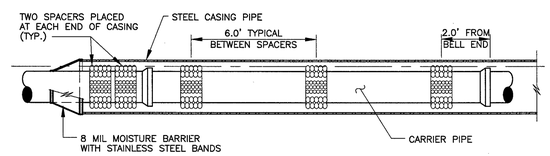


TAPPING SLEEVE and VALVE INSTALLATION

N.T.S.

BORING INSTALLATION

PIPE CASING SIZE	CARRIER PIPE SIZE
12" 0.375 WALL	4"-6"
16" 0.375 WALL	8"
18" 0.375 WALL	10"
20" 0.375 WALL	12"
24" 0.375 WALL	14"
26" 0.375 WALL	16"
32" 0.375 WALL	18"
36" 0.375 WALL	20"
40" 0.375 WALL	24"



BORING and CASING DETAIL

N.T.S.

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TEXAS REGISTRATION F-1435

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WATER DISTRIBUTION SYSTEM
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2017
NORTH ALAMO WATER
SUPPLY CORPORATION

N.A.W.S.C. TYPICAL WATER DETAILS (1 of 2)

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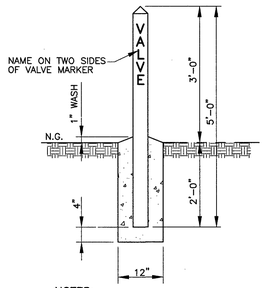
SHEET 13 OF 14

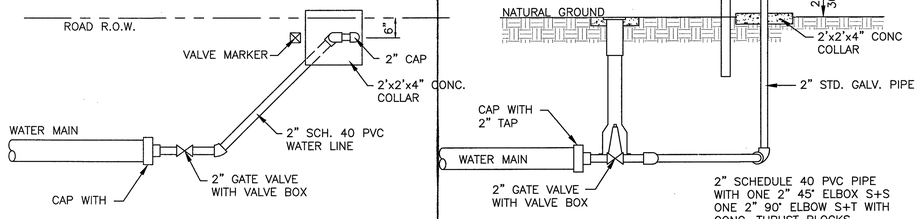


NOTES:

1. 4"x4"x5'-0" TREATED WOOD POST, TOP POINTED AT 45° ANGLE. PRIME AND PAINT WITH TWO COATS OF YELLOW SEMI-GLOSS ENAMEL. LETTERS TO BE 3" IN HEIGHT AND PAINTED WITH BLACK SEMI-GLOSS ENAMEL.
2. VALVE MARKERS SHALL BE INSTALLED AT EACH LINE VALVE AND FLUSH VALVE.

VALVE MARKER DETAIL

N.T.S.



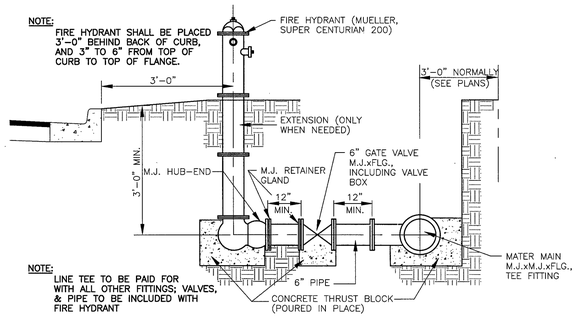
PLAN

SECTION

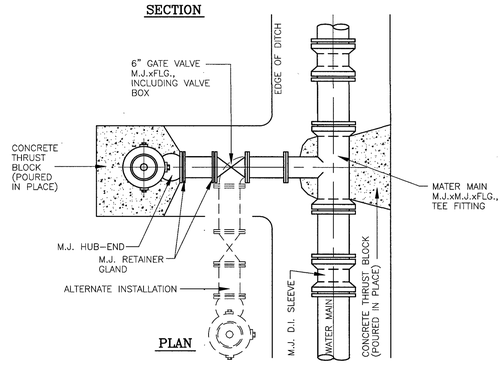
2" SCHEDULE 40 PVC PIPE WITH ONE 2" 45° ELBOX S+S ONE 2" 90° ELBOW S+T WITH CONC. THRUST BLOCKS

PERMANENT FLUSH VALVE

N.T.S.



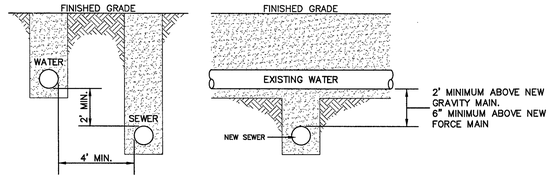
SECTION



PLAN

TYPICAL FIRE HYDRANT INSTALLATION

N.T.S.



CASE 1 CASE 2

GENERAL REQUIREMENTS

SEPARATION DISTANCES BETWEEN WASTEWATER LINES AND WATER LINES, AND MANHOLES AND WATER LINES. WHERE NEW WASTEWATER LINES OR MANHOLES ARE INSTALLED IN COMPLIANCE WITH THE REQUIREMENTS OF THIS PROJECT, THEY SHALL BE INSTALLED NO CLOSER THAN NINE FEET IN ANY DIRECTION FROM ANY WATER LINES, MEASURED FROM THE OUTSIDE OF THE WASTEWATER LINE OR MANHOLE TO THE OUTSIDE OF THE WATER LINE. WASTEWATER LINES SHALL BE INSTALLED IN SEPARATE TRENCHES FROM WATER LINES. WHERE NINE FEET OF SEPARATION CANNOT BE ACHIEVED, THE PROJECT SHALL COMPLY WIT THE REQUIREMENTS INDICATED IN THE SPECIAL CIRCUMSTANCES DESCRIBED BELOW.

SPECIAL CIRCUMSTANCES

WHEN STANDARD NINE (9) FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, SEPARATION SHALL BE DETERMINED ACCORDING TO THE FOLLOWING CONDITIONS:

CASE 1. NEW GRAVITY SANITARY SEWER MAIN OR FORCEMAIN PARALLEL TO POTABLE WATER MAIN.

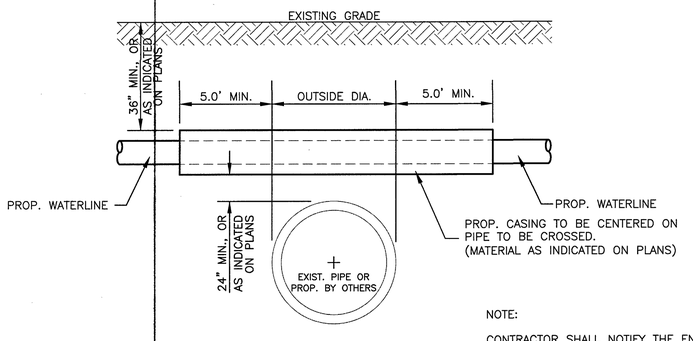
- LOCATION: WATER ABOVE SANITARY SEWER OR FORCEMAIN
- SANITARY SEWER MATERIALS: NEW GRAVITY MAIN OR FORCEMAIN REQUIRES PVC (150 PSI PRESSURE CLASS PIPE
- SEPARATE TRENCHES SHALL BE USED

CASE 2. NEW GRAVITY SANITARY SEWER MAIN OR NEW FORCEMAIN CROSSING AN EXISTING WATER LINE.

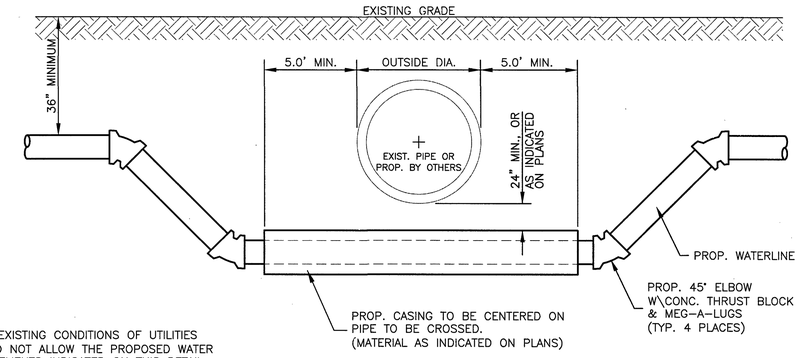
- LOCATION: WATER ABOVE SANITARY SEWER OR FORCEMAIN
- SANITARY SEWER MATERIALS: NEW GRAVITY MAIN - PVC (150 PSI PRESSURE CLASS PIPE) CENTERED UNDER WATER MAIN.
- NEW FORCEMAIN - PVC (150 PSI PRESSURE CLASS PIPE) FORCEMAIN TO BE EMBEDDED IN CEMENT STABILIZED BACKFILL THE TOTAL LENGTH OF ONE PIPE PLUS 12" BEYOND THE JOINT AT EACH END.
- CENTER ONE SEGMENT OF SANITARY SEWER PIPE OR FORCEMAIN UNDER THE EXISTING WATER MAIN.
- MINIMUM PIPE SEGMENT LENGTH FOR SANITARY SEWER SHALL BE 18 FEET LONG

SEPARATION DISTANCES BETWEEN WATER MAINS AND SANITARY SEWER MAINS, MANHOLES, FORCEMAINS

N.T.S.



CROSSING OVER



CROSSING UNDER

NOTE:

CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN, EXISTING CONDITIONS OF UTILITIES (E.G. SIZE, DEPTH, CONDITION, MATERIAL, ETC.), DO NOT ALLOW THE PROPOSED WATER LINE TO BE INSTALLED ACCORDING TO THE REQUIREMENTS INDICATED ON THIS DETAIL AND/OR THESE PLANS. ANY DEVIATION FROM WHAT HAS BEEN SPECIFIED ON THESE PLANS, SHALL BE APPROVED BY THE ENGINEER BEFORE ANY INSTALLATION TAKES PLACE.

PROPOSED WATERLINE CROSSING EXISTING STORM/IRRIGATION PIPE

N.T.S.

JOB No.
17198.01

REVISION	DATE	BY

MELDEN & HUNT INC.
•CONSULTANTS •ENGINEERS •SURVEYORS
115 METRO PLACE, EL PASO, TEXAS 79927
PH: (915) 381-1085, FAX: (915) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com
TBPLS No. 10088900

DRAWING DATE: 10/04/2016
DRAWN BY: J. d Z.
CHECKED BY: A.F.B.
DESIGNED BY:
RELEASE DATE:
SCALE: 1" = 50'

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
ALLAN F. BOOE
57738
LICENSED PROFESSIONAL ENGINEER
5/20/16

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ALLAN F. BOOE, P.E. 57738

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

MILE 6 W. RD. (WESTGATE)
WATER DISTRIBUTION SYSTEM
IMPROVEMENTS PROJECT
2017
NORTH ALAMO WATER
SUPPLY CORPORATION

N.A.W.S.C. TYPICAL WATER DETAILS (2 of 2)

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File Name: 17198.01

SHEET 14 OF 14

Specifications, Forms of Contract, Bond and Proposal

SPECIFICATIONS

AND

FORMS OF CONTRACT, BOND AND PROPOSAL

FOR

MILE 6 WATERLINE RELOCATION PROJECT

NORTH ALAMO WATER SUPPLY CORPORATION

EDINBURG, HIDALGO COUNTY, TEXAS

BOARD OF DIRECTORS

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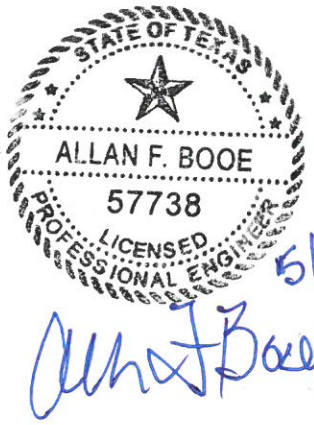
MARTIN DREWRY	MEMBER
STEVEN P. SANCHEZ	MANAGER

-2018-

MELDEN AND HUNT, INC.
CONSULTING ENGINEERS
EDINBURG, TEXAS
#17208.01



5/29/18

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SECTION 00030

INVITATION TO BID

MILE 6 WATERLINE RELOCATION PROJECT

RECEIPT OF BIDS: Sealed Bids addressed to North Alamo Water Supply Corporation (hereinafter called owner), will be received on October 25, 2018, until 2:00 p.m. at the office of North Alamo Water Supply Corporation, 420 South Doolittle Rd. Edinburg, TX. 78542, at which time they will be publicly opened and read aloud. Any Bids received after the specified time and date will not be considered and returned to bidder unopened.

Envelopes must be clearly marked: North Alamo Water Supply Corporation
Attn: Mr. Steven Sanchez, General Manager
Mile 6 Waterline Relocation Project

OPENING OF BIDS: The Bids will be publicly opened and read aloud at 2:00 p.m. on October 25, 2018, at the Conference Room, North Alamo Water Supply Corporation (NAWSC), 420 South Doolittle Rd., Edinburg, Texas.

COMPLETION OF WORK: The WORK must be completed within 160 successive days after the commencement date stated in the Notice to Proceed.

DESCRIPTION OF WORK: The WORK comprises construction of approximately 13,750 linear feet of 10” PVC water line with related appurtenances and approximately 707 linear feet of PVC water lines varying in size from 8” to 2”. An additive alternative bid will be taken for the possible removal/disposal of 800 linear feet of asbestos concrete pipe. A deductive alternative bid will be taken for reducing the pipe size from 10” to 8”. There is a BUY AMERICAN requirement for this project.

SITE OF WORK: The site of the WORK is located along Mile 6 Road from the intersection Mile 6 with Mile 9 to the intersection of Mile 6 with Mile 11-1/2.

OBTAINING BID DOCUMENTS: The Bid Documents are entitled the Mile 6 Waterline Relocation Project. The Bid Documents may be obtained at the office of Allan F. Booe, P.E., Melden & Hunt, Inc., 115 W. McIntyre, Edinburg, Texas 78541 upon payment of $75.00 (non-refundable) for each set of Bid Documents (including technical specifications and accompanying full or reduced-scale drawings). The scale of the reduced drawings is about one-half of the original scale.

BID SECURITY: Each Bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 5 percent of the Total Bid Price payable to North Alamo Water Supply Corporation, as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A bid shall not be considered unless one of the forms of Bidder's security is enclosed with it.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of 60 calendar days from the date of bid opening.

PRE-BID CONFERENCE: There will be a pre-bid conference to discuss the scope of the project and bidding requirements at 3:30 p.m. on October 11, 2018, at the office of Melden and Hunt, Inc. 115 W. McIntyre St., Edinburg, Texas. Prospective bidders are encouraged to attend. Detailed technical questions may be submitted in writing, but technical questions will be answered, if warranted, by addenda later. Oral statements may not be relied upon and will not be binding or legally effective.

PROJECT ADMINISTRATION: All communications relative to this WORK shall be directed to the ENGINEER prior to opening of the Bids.

Melden & Hunt, Inc.
115 W. McIntyre
Edinburg, Texas 78541
Telephone: (956) 381-0981
email: abooe@meldenandhunt.com
Attention: Allan F. Booe, P.E.

OWNER'S RIGHTS RESERVED: North Alamo Water Supply Corporation reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities or to accept the bid to be the best and most advantageous to North Alamo Water Supply Corporation, and hold the bids for a period of 60 days without taking action.

END OF SECTION

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS. Terms used in these Instructions to Bidders and the Notice Inviting Bids that are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term "Bidder" means one that submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a price or quote to a Bidder.

2. INTERPRETATIONS AND ADDENDA.

2.1 All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Additions, deletions, or revisions to the Contract Documents considered necessary by the ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the ENGINEER or OWNER as having received the Contract Documents. Questions received less than 7 days prior to the date of Bids may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.2 Addenda may also be issued to make other additions, deletions, or revisions to the Contract Documents.

2.3 Bidders shall make no special interpretation or inference of intent from differing formats in the Technical Specifications.

3. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

3.1 It is the responsibility of each Bidder before submitting a Bid:

A. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical" data referred to below);

B. To visit the site to become familiar with local conditions that may affect cost, progress, or performance, of the WORK;

C. To consider federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the WORK;

D. To study and carefully correlate the Bidder's observations with the Contract Documents; and

E. To notify the ENGINEER of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.

3.2 Reference is made to the Supplementary General Conditions for identification of:

A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Utilities) which are at or contiguous to the site have been utilized by the ENGINEER in the preparation of the Contract Documents.

C. The ENGINEER makes no representation as to the completeness of the reports or drawings referred to in Paragraphs 3.2A and 3.2B above or the accuracy of any data or information contained therein. The Bidder may rely upon the accuracy of the technical data contained in such reports and drawings. However, the Bidder may not rely upon any interpretation of such technical data, including any interpretation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

3.3 Copies of reports and drawings referred to in Paragraph 3.2 will be made available by the OWNER to any Bidder on request, if said reports and drawings are not bound herein. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.

3.4 Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site are based upon information and data furnished to the OWNER and the ENGINEER by the owners of such Underground Utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions.

3.5 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Utilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.

3.6 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or

contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.

3.7 On request a minimum of 2 days in advance, the OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Location of any excavation or boring shall be subject to prior approval of OWNER and applicable agencies. Bidder shall fill all holes, restore all pavement to match existing structural section, and shall clean up and restore the site to its former condition upon completion of such explorations. OWNER reserves the right to require Bidder to execute an Access Agreement with the OWNER prior to accessing the site.

3.8 The lands upon which the WORK is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.

3.9 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Paragraph 3 and the following:

A. That the Bid is premised upon performing the WORK required by the Contract Documents without exception and such means, methods, techniques, sequences, or procedures of construction (if any) as may be required by the Contract Documents;

B. That Bidder has given the ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the Bidder; and

C. That the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

4. BID FORMS

4.1 The Bid shall be submitted on the Bid Forms bound herein. All blanks on the Bid Forms shall be completed in ink. All names must be printed below the signatures. The Bid shall be submitted in a sealed envelope which shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear

the words "BID FOR" followed by the title of the Contract Documents for the WORK, the name of the OWNER, the address where Bids are to be delivered or mailed to, and the date and hour of opening of Bids.

4.2 Certain attachments to the Bid may be required.

A. Submit documentation and references (with telephone numbers and addresses showing the three projects completed in the last five years of similar size and type following all the requirements of the bid proposal).

5. BID CERTIFICATES

5.1 Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.

5.2 Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.

5.3 Bids by joint ventures must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.

6. DISQUALIFICATION OF BIDDERS. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a Bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the WORK.

7. QUANTITIES OF WORK. The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the unit price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Bid price.

8. SUBSTITUTE OR "OR EQUAL" ITEMS. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a particular Manufacturer and the name is followed by the words "or equal", the Bidder may write the name of a substitute manufacturer (which the Bidder considers as an "or equal") in the List of Proposed Substitutions in the Bid Forms. These substitute manufacturers will only be considered after award of the Contract. The procedure for the submittal of substitute or "or equal" products is specified in the Supplemental General Conditions – SGC-6.5. The Bidder shall not be relieved of any obligations of the Contract Documents or be entitled to an adjustment in the Contract Price in the event any proposed substitute manufacturer is not subsequently approved.

9. COMPETENCY OF BIDDERS. In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the WORK covered by the Bid. To this end, a statement of the Bidder's experience shall support each Bid as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER" bound herein.

10. SUBMISSION OF BIDS. The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time and at the proper place.

11. BID SECURITY, BONDS, AND INSURANCE. Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if awarded the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said bonds to be in the amount stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds shall comply with the requirements applicable to payment and performance bonds in the General Conditions.

12. DISCREPANCIES IN BIDS. In the event there is more than one Bid item in a Bid Schedule, the Bidder shall furnish a price for all Bid items in the Schedule, and failure to do so will render the Bid non-responsive and shall cause its rejection. In the event there are unit price Bid items in a Bidding schedule and the amount indicated for a unit price Bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the BIDDER shall be bound by said correction. In the event there is more than one Bid item in a Bid Schedule and the total indicated for the Schedule does

not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the Schedule will be corrected accordingly, and the BIDDER shall be bound by said correction.

13. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS. Unauthorized conditions, limitations, or provisos attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The Bid forms shall be completed without interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic, or telephonic Bids or modifications will not be considered.

14. WITHDRAWAL OF BID. The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.

15. AWARD OF CONTRACT. Award of the contract, if awarded, will be made to the lowest responsive, responsible Bidder whose Bid complies with the requirements of the Contract Documents. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule. In the event the WORK is contained in more than one Bid Schedule, the OWNER may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded.

16. RETURN OF BID SECURITY. Within 14 days after award of the contract, the OWNER will, if requested, return the Bid securities accompanying such Bids that are not being considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned, if requested, to the respective Bidders whose Bids they accompany.

17. EXECUTION OF AGREEMENT. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within 14 calendar days after receipt of the agreement forms from the OWNER. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the

failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

18. LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in the Agreement.

- END OF INSTRUCTIONS TO BIDDERS -

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SECTION 00300
BID FORMS

BID TO: North Alamo Water Supply Corporation

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled North Alamo Water Supply Corporation, Mile 6 Waterline Relocation Project.

2. This is an invitation only Bid. The Bidder understands that their Bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 5 percent of the Total Bid Price payable to North Alamo Water Supply Corporation, as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. Failure to submit the requested Bid Bond may result in the Bid being considered non-responsive.

3. This Bid will remain valid for a period of 60 days. If awarded, the Bidder will enter into an Agreement within the time and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

4. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Failure to acknowledge addenda shall render the bid non-responsive and shall be cause for its rejection.

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

6. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.

7. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determinations of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Contract Documents.

8. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

9. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

To all the foregoing, and including all Bid Forms contained in this Bid, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment there for the Contract Price based on the Total Bid Price(s) named in the aforementioned Bid Forms.

Date: _____ Bidder: _____

By: _____

(Signature)

Title: _____

PROPOSAL SCHEDULE

The Contractor agrees to furnish and deliver to the Owner all the necessary materials, equipment, and supplies, including installation of all materials, equipment, supplies, all other labor, excavating, filling, site work, insurance, general, administrative, fittings, valves, piping, casing, and all other miscellaneous costs, overhead and profit to complete the construction of the FM 907 Utility Relocation Project as shown on the plans and specifications.

Item	Description	Quantity	Unit	Unit Price		Item Total
1.	10" PVC C900 DR18	13,750	LF			
2.	8" PVC CERTA-LOK®	125	LF			
3.	8" PVC C900 DR 18	115	LF			
4.	6" PVC C900 DR 18	234	LF			
5.	4" PVC C900 DR18	111	LF			
6.	2" PVC C900 DR18	122	LF			
7.	10" Gate valve w/box	1	EA			
8.	8" Gate valve w/box	6	EA			
9.	6" Gate valve w/box	12	EA			
10.	4" Gate valve w/box	4	EA			
11.	Reconnect & Adjust Fire hydrant w/6" valve	11	EA			
12.	Single service connection-adjacent	14	EA			
13.	Single service connection-across	28	EA			
14.	10" tee	1	EA			
15.	10"x10"x8" tee	3	EA			
16.	10"x10"x6" tee	5	EA			
17.	10"x10"x4" tee	4	EA			
18.	10" 90 degree elbow	7	EA			
19.	10" 45 degree elbow	18	EA			

Item	Description	Quantity	Unit	Unit Price		Item Total
20.	10" 11-1/4 degree elbow	2	EA			
21.	10" x 8" Reducer	1	EA			
22.	10" x 8" Cross	1	EA			
23.	10" x 6" Cross	1	EA			
24.	8" 90 degree elbow	1	EA			
25.	8" 45 degree elbow	4	EA			
26.	8"x8"x6" Tee	1	EA			
27.	4"x2" Reducer	3	EA			
28.	2" 45 degree elbow	1	EA			
29.	2" Dresser Coupling	1	EA			
30.	4" Dresser Coupling	3	EA			
31.	6" Dresser Coupling	7	EA			
32.	8" Dresser Coupling	6	EA			
33.	6" Tee	2	EA			
34.	6" x 10" Reducer	2	EA			
35.	6" 45 degree elbow	3	EA			
36.	18" casing SDR26 PVC	545	LF			
37.	18"x3/8" Steel Casing	243	LF			
38.	16"x3/8" Steel Casing	183	LF			
39.	12"x3/8" Steel Casing	176	LF			
40.	8"x 3/8" Steel Casing	186	LF			

Item	Description	Quantity	Unit	Unit Price		Item Total
41.	Concrete & asphalt driveways (Slick bore)	303	LF	_____		_____
42.	Valve markers	23	EA	_____		_____
43.	Meter boxes	42	EA			

Total Items 1 thru 43 (in words):

$_____

Total Items 1 thru 43 (in figures): $_____

The Owner acknowledges that the estimated quantities are not guaranteed, and are solely for the purpose of setting a cost for the project. The final payment for the project will be based on Unit Price and will be based upon actual quantities provided, determined as provided in the Contract Documents.

ADDITIVE ALTERNATIVE: The Contractor shall remove and double bag with 6-mil polyethylene sheeting to yield a total of at least 12-mil, the asbestos pipe in the trench or immediately when it comes out of the trench, seal, label, transport, and dispose of all Category II non-friable ACM and RACM in compliance with applicable current Federal, State and local regulations, laws, ordinances, rules, standards and regulatory agency recommended requirements. There is an estimated 800 linear feet of asbestos cement pipe targeted for removal/disposal. The Bidder proposes a unit cost

of $_____ per linear foot.

Total Price for the Additive Alternative (in figures) _____

Total Price for the Additive Alternative (in words):

$_____

DEDUCTIVE ALTERNATIVE: The Contractor is to provide a bid for the project for an 8” waterline to be constructed in lieu of the 10” waterline established for the base bid. The bid schedule for the 8” waterline deductive alternative is provided below.

Item	Description	Quantity	Unit	Unit Price	Item Total
1	8" PVC C900 DR18	13,865	LF		
2	8" PVC CERTA-LOK®	125	LF		
3	6" PVC C900 DR 18	234	LF		
4	4" PVC C900 DR18	111	LF		
5	2" PVC C900 DR18	122	LF		
6	8" Gate valve w/box	7	EA		
7	6" Gate valve w/box	12	EA		
8	4" Gate valve w/box	4	EA		
9	Reconnect & Adjust Fire hydrant w/6" valve	11	EA		
10	Single service connection-adjacent	14	EA		
11	Single service connection-across	28	EA		
12	8" tee	4	EA		
13	8"x8"x6" tee	5	EA		
14	8"x8"x4" tee	4	EA		
15	8" 90 degree elbow	8	EA		
16	8" 45 degree elbow	22	EA		
17	8" 11-1/4 degree elbow	2	EA		
18	8" Cross	1	EA		
19	8" x 6" Cross	1	EA		

20	8"x8"x6" Tee	1	EA		
21	4"x2" Reducer	3	EA		
22	2" 45 degree elbow	1	EA		
23	2" Dresser Coupling	1	EA		
24	4" Dresser Coupling	3	EA		
25	6" Dresser Coupling	7	EA		
26	8" Dresser Coupling	6	EA		
27	6" Tee	2	EA		
28	6" x 10" Reducer	2	EA		
29	6" 45 degree elbow	3	EA		
30	16" casing SDR26 PVC	545	LF		
31	16"x3/8" Steel Casing	426	LF		
32	12"x3/8" Steel Casing	176	LF		
33	8"x 3/8" Steel Casing	186	LF		
34	Concrete & asphalt driveways (Slick bore)	303	LF		
35	Valve markers	23	EA		
36	Meter boxes	42	EA		

Total Deductive Bid Items 1 thru 36 (in words):

$_____

Total Deductive Bid Items 1 thru 36 (in figures): $_____

Total Deduction: Base Bid minus Deductive Bid (in figures) $_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____as Principal, and

_____as Surety, are held and firmly bound unto North Alamo Water Supply Corporation, hereinafter called "OWNER,"

in the sum of_____dollars, for the payment of which sum, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled North Alamo Water Supply Corporation, Mile 6 Waterline Relocation Project.

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the Bid enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, and performs in all other respects the agreement created by this bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety stipulates and agrees that the obligation of said Surety shall in no way be impaired or affected by an extension of the time within which the OWNER may accept such bid and Surety further waives notice of any such extension. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Principal and Surety shall pay all costs incurred by said OWNER in such suit, including reasonable attorney's fees and costs to be fixed by the court.

SIGNED AND SEALED, this day _____ of _____ , 20____

_____ (SEAL) _____(SEAL)
(Principal) (Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

- END OF BID FORMS -

SECTION 00500 - AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2018 by and between North Alamo Water Supply Corporation, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or indicated in the OWNER's Contract Documents entitled Mile 6 Waterline Relocation Project.

The WORK comprises construction of approximately 13,750 linear feet of 10" PVC water line with related appurtenances and approximately 707 linear feet of PVC water lines varying in size from 8" to 2". An additive alternative bid will be taken for the possible removal/disposal of XXX linear feet of asbestos concrete pipe.

ARTICLE 2. CONTRACT TIMES.

The WORK shall be completed within 160 successive days from the commencement date stated in the Notice to Proceed.

ARTICLE 3. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER $100.00 for each day that expires after the time specified in Article 2 herein.

ARTICLE 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount of _$_____ as set forth in the Proposal Schedule(s).

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (pages 00500-1 to 00500-6, inclusive) and the following attachments to this Agreement:

- Contract Proposal including the Proposal Schedule(s), (pages 00300-1 to 00300-2, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- General Conditions (pages 00700-1 to 00700-46, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-10, inclusive),
- Technical Specifications consisting of 62 pages, as listed in the Table of Contents.
- Drawings consisting of ____ sheets.
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.5 of the General Conditions.

ARTICLE 7. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

OWNER : NORTH ALAMO WATER SUPPLY CORPORATION .

By Steve D. Krenek, President

Attest _____

Address for giving notices

420 S. Doolittle Rd

Edinburg, TX 78539

Approved as to Form:

_____
(Signature)

_____
(Title)

CONTRACTOR: _____

_____

By _____
[CORPORATE SEAL]

Attest _____

Address for giving notices

_____

_____

Agent for service of process: _____

_____

AGREEMENT CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

_____

a corporation existing under the laws of the State of _____, held on _____,

20____ , the following resolution was duly passed and adopted:

"RESOLVED, that _____, as

_____President of the Corporation, be and is hereby authorized to execute the Agreement dated

_____, 20___ , by and between this Corporation and North Alamo Water Supply Corporation, and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal

of the corporation this , day____ of_____ , 20___ .

_____
Secretary

(SEAL)

AGREEMENT CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____

a partnership existing under the laws of the State of _____, held on _____,

20____ , the following resolution was duly passed and adopted:

"RESOLVED, that _____, as

_____of the Partnership,

be and is hereby authorized to execute the Agreement dated_____ ,

20___ , by and between this Partnership and North Alamo Water Supply Corporation, and that his/her execution thereof, attested by the

_____shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____, day of _____, 20___ .

_____
Partner

(SEAL)

AGREEMENT CERTIFICATE
(if Joint Venture)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the_____

_____

a joint venture existing under the laws of the State of _____, held on _____

_____, 20___ , the following resolution was duly passed and adopted:

"RESOLVED, that _____, as

_____of the Joint Venture,

be and is hereby authorized to execute the Agreement dated _____,

20___, by and between this Joint Venture and North Alamo Water Supply Corporation, and that his/her execution thereof, attested by the

_____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____

_____, 20___ .

_____
Managing Partner

(SEAL)

- END OF AGREEMENT -

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____as CONTRACTOR,

and _____as Surety, are held and firmly bound unto North Alamo Water Supply Corporation, hereinafter called

"OWNER," in the sum of _____dollars, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that said CONTRACTOR has been awarded and is about to enter into the annexed Agreement with said OWNER to perform the WORK as specified or indicated in the Contract Documents entitled Mile 6 Waterline Relocation Project.

NOW THEREFORE, if said CONTRACTOR shall perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety hereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunder set our hands this _____day of _____

_____, 20___.

(SEAL) (SEAL)

_____ _____
(CONTRACTOR) (Surety)

By: _____ By:_____
(Signature and SEAL) (Signature and SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

-- END OF PERFORMANCE BOND --

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SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____as CONTRACTOR,

and _____as Surety,
are held and firmly bound unto North Alamo Water Supply Corporation, hereinafter called

"OWNER," in the sum of _____dollars, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that said CONTRACTOR has been awarded and is about to enter into the annexed Agreement with said OWNER to perform the WORK as specified or indicated in the Contract Documents entitled Mile 6 Waterline Relocation Project.

NOW THEREFORE, if said CONTRACTOR, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, reasonable attorney's fees to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day

of_____, 20_____.

(SEAL) (SEAL)

_____ _____
(CONTRACTOR) (Surety)

By: _____ By:_____
(Signature and SEAL) (Signature and SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

END OF PAYMENT BOND

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SECTION 00700

GENERAL CONDITIONS

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ARTICLE 1 -- DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated in this Article 1 which meanings are applicable to both the singular and plural thereof. If a word which is entirely in upper case in these definitions is found in lower case in the Contract Documents, then the lower case word will have its ordinary meaning.

Addenda - Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the Contract Documents.

Agreement - The written contract between the OWNER and the CONTRACTOR covering the WORK to be performed; other documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by the ENGINEER which is to be used by the CONTRACTOR to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Asbestos - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price or prices for the WORK.

Bonds - Bid, Performance, and Payment Bonds and other instruments of security.

Change Order - A document recommended by the ENGINEER, which is signed by the CONTRACTOR and the OWNER, and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

Clarification - A document issued by the ENGINEER to the CONTRACTOR that interprets the requirement(s) and/or design intent of the Contract Documents, which may not represent an addition, deletion, or revision in the WORK or an adjustment in the Contract Price or the Contract Times.

Contract Documents- The Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates, affidavits and other documentation), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Technical Specifications, Drawings, all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents. Shop Drawings are not Contract Documents.

Contract Price- The total monies payable by the OWNER to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Times - The number or numbers of successive calendar days or dates stated in the Contract Documents for the completion of the WORK.

CONTRACTOR - The individual, partnership, corporation, joint-venture, or other legal entity with whom the OWNER has executed the Agreement.

Day- A calendar day of 24 hours measured from midnight to the next midnight.

Defective Work - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the ENGINEER's recommendation of final payment.

Drawings - The drawings, plans, maps, profiles, diagrams, and other graphic representations which indicate the character, location, nature, extent, and scope of the WORK and which have been prepared by the ENGINEER and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER - The individual, partnership, corporation, joint-venture, or other legal entity named as such by the OWNER as set forth in the Supplementary General Conditions.

Field Order - A written order issued by the ENGINEER which may or may not involve a change in the WORK.

General Requirements - Division 1 of the Technical Specifications.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Lien or Mechanic's Lien - A form of security, an interest in real property, which is held to secure the payment of an obligation. When related to public works construction, Lien or Mechanic's Lien may be called Stop Notice.

Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date of a separately identifiable part of the WORK or a period of time within which the separately identifiable part of the WORK should be performed prior to Substantial Completion of all the WORK.

Notice of Award - The written notice by the OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the OWNER will enter into an Agreement.

Notice of Completion - A form signed by the ENGINEER and the CONTRACTOR recommending to the OWNER that the WORK is Substantially Complete and fixing the date of Substantial Completion. After acceptance of the WORK by the OWNER's governing body, the

form is signed by the OWNER and filed with the County Recorder. This filing starts the 30 day lien filing period on the WORK.

Notice to Proceed - The written notice issued by the OWNER to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Times.

OWNER - The public body or authority, corporation, association, firm, or person with whom the CONTRACTOR has entered into the Agreement and for whom the WORK is to be provided.

Partial Utilization - Use by the OWNER of a substantially completed part of the WORK for the purpose for which it is intended prior to Substantial Completion of all the WORK.

PCBs - Polychlorinated biphenyls.

Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

Project - The total construction project of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

Resident Project Representative - The authorized representative of the ENGINEER who is assigned to the Site or any part thereof.

Samples - Physical examples of materials, equipment, or workmanship that are representative of some portion of the WORK and which establish the standards by which such portion of the WORK will be judged.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of WORK.

Site - Lands or other areas designated in the Contract Documents as being furnished by the OWNER for the performance of the construction, storage, or access.

Specifications - (Same definition as for Technical Specifications hereinafter).

Stop Notice - A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work, which secures payment from construction funds possessed by the OWNER. In some states, for public property, the Stop Notice remedy is designed to substitute for a mechanic's lien.

Subcontractor - An individual, partnership, corporation, joint-venture, or other legal entity having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the Site.

Substantial Completion - The time at which the WORK (or specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, as evidenced by Notice of Completion (or Notice of Partial Utilization) so that the WORK (or specified part) can be utilized for the purposes for which it is intended; or, if no such notice is issued, when final payment is due in accordance with Paragraph 14.8. The terms "substantially complete" and "substantially completed" as applied to any work refer to substantial completion thereof.

Supplementary General Conditions - The part of the Contract Documents which make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, distributor, materialman, or vendor having a direct contract with the CONTRACTOR or with any Subcontractor to furnish materials, equipment, or product to be incorporated in the WORK by the CONTRACTOR or any Subcontractor.

Technical Specifications - Divisions 1 through 17 of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the WORK.

Utilities - All pipelines, conduits, ducts, cables, wires, tracks, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above the ground to furnish any of the following services or materials: water, sewage, sludge, drainage, fluids, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic control, or other control systems.

WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

ARTICLE 2 -- PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES

A. When the CONTRACTOR delivers the signed Agreement to the OWNER, the CONTRACTOR shall also deliver to the OWNER such Bonds and insurance policies and certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS

A. The OWNER will furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.

2.3 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED

A. The Contract Times will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE WORK

A. The CONTRACTOR shall begin to perform the WORK on the commencement date stated in the Notice to Proceed, but no work shall be done at the Site prior to said commencement date.

B. Before undertaking each part of the WORK, the CONTRACTOR shall review the Contract Documents in accordance with Paragraph 3.3.

2.5 PRECONSTRUCTION CONFERENCE

A. The CONTRACTOR is required to attend a preconstruction conference. This conference will be attended by the OWNER, ENGINEER, and others as appropriate in order to discuss the WORK in accordance with the applicable procedures specified.

B. The CONTRACTOR's initial schedule submittals for shop drawings, obtaining permits, and Plan of Operation and Schedule will be reviewed and finalized. As a minimum, the CONTRACTOR's representatives should include its project manager and schedule expert. The CONTRACTOR should plan on this meeting taking no less than 1.5 hours. If the submittals are not finalized at the end of the meeting, additional meetings will be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment will be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

ARTICLE 3 -- INTENT AND USE OF CONTRACT DOCUMENTS

3.1 INTENT

A. The Contract Documents comprise the entire agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State in which the Project is located.

B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not called for specifically.

C. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in Article 1 of the General Conditions.

3.2 REFERENCE TO STANDARDS

A. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of

opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code shall be effective to change the duties and responsibilities of the OWNER, the CONTRACTOR, the ENGINEER, or any of their consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER, or any of ENGINEER's consultants, agents, or employees any duty or authority to direct the performance of the WORK or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.3 REVIEW OF CONTRACT DOCUMENTS

A. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the WORK or of any such standard, specification, manual, or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once, and CONTRACTOR shall not proceed with the work affected thereby (except in an emergency as authorized by Paragraph 6.12) until a Clarification, Field Order, or Change Order to the Contract Documents has been issued.

3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law
2. Change Orders
3. Agreement
4. Addenda
5. Contractor's Bid (Bid Form)
6. Supplementary General Conditions
7. Notice Inviting Bids
8. Instructions to Bidders
9. General Conditions
10. Technical Specifications
11. Referenced Standard Specifications
12. Drawings

B. With reference to the Drawings the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda/Change Order drawings govern over any other drawings
4. Drawings govern over standard drawings

3.5 AMENDING CONTRACT DOCUMENTS

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10).

3.6 REUSE OF DOCUMENTS

A. Neither the CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with the OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of OWNER.

ARTICLE 4 -- SITE OF THE WORK

4.1 AVAILABILITY OF LANDS

A. The OWNER will furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the OWNER until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of said easement furnished to the ENGINEER prior to said use; and, neither the OWNER nor the ENGINEER will be liable for any claims or damages resulting from the CONTRACTOR's trespass on or use of any such properties. The CONTRACTOR shall provide the OWNER with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the WORK.

4.2 REPORTS OF PHYSICAL CONDITIONS

A. **Subsurface Explorations:** Reference is made to the Supplementary General conditions for identification of those reports of explorations and tests of subsurface conditions at the Site that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. **Existing Structures:** Reference is made to the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except underground Utilities referred to in Paragraph 4.3 herein) which are at or contiguous to the Site that have been utilized in the preparation of the Contract Documents.

C. Neither the OWNER nor ENGINEER makes any representation as to the completeness of the reports or drawings referred to in Paragraph 4.2 A or B above or the accuracy of any data or information contained therein. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports and drawings. However, the CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

A. **Indicated:** The information and data indicated in the Contract Documents with respect to existing underground Utilities at or contiguous to the Site are based on information and data furnished to the OWNER or the ENGINEER by the owners of such underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or Section 01011 – Site Conditions, the OWNER and the ENGINEER will not be responsible for the accuracy or completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of all of which are deemed to have been included in the Contract Price.

B. **Not Indicated:** If an underground Utility is uncovered or revealed at or contiguous to the Site which was not indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of such underground Utility and give written notice thereof to that owner and shall notify the ENGINEER in accordance with the requirements of the Supplementary General Conditions and Section 01011 – Site Conditions.

4.4 DIFFERING SITE CONDITIONS

A. The CONTRACTOR shall notify the ENGINEER, in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, promptly upon their discovery (but in no event later than 14 days after their discovery) and before they are disturbed:

1. Subsurface or latent physical conditions at the Site of the WORK differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in Paragraph 4.2, 4.3, and 4.5; and
2. Unknown physical conditions at the Site of the WORK of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, including those reports and documents discussed in Paragraph 4.2, 4.3, and 4.5.

B. The ENGINEER will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the OWNER, in writing, of the ENGINEER's findings and conclusions.

C. If the OWNER concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the difference.

D. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Times, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the OWNER and the CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

E. The CONTRACTOR's failure to give notice of differing Site conditions within 14 days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.5 HAZARDOUS MATERIALS

A. Reference is made to the Supplementary General Conditions for identification of those reports and drawings relating to Asbestos, Hazardous Waste, PCBs, Petroleum and/or Radioactive Material identified at the Site that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. OWNER shall be responsible for any Asbestos, Hazardous Waste, PCBs, Petroleum, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the WORK and which may present a substantial danger to persons or property exposed thereto in connection with the WORK at the Site. OWNER will not be responsible for any such material brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

1. Upon discovery of any Asbestos, Hazardous Waste, PCBs, Petroleum, or Radioactive Material, the CONTRACTOR shall immediately stop all work in any area affected thereby (except in an emergency as required by Paragraph 6.12) and notify OWNER and ENGINEER (and thereafter confirm such notice in writing). CONTRACTOR shall not be required to resume any work in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice. Such written notice will specify that such condition and any affected area is or has been rendered safe for the resumption of the work or specify any special conditions under which the work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of adjustment, if any, in Contract Price or Contract Times as a result of such work stoppage or such special conditions under which work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.
2. If, after receipt of such special written notice, CONTRACTOR does not agree to resume such WORK based on a reasonable belief it is unsafe, or does not agree to resume such WORK under special conditions, then OWNER may order such portion of the WORK that is in connection with such hazardous condition or in such affected area to be deleted from the WORK. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the WORK then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the WORK performed by OWNER's own forces or others in accordance with Article 7.

C. To the fullest extent permitted by Laws and Regulations, OWNER will indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's consultants, and the officers, directors, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from such hazardous condition; provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease or

death, or to injury to or destruction of tangible property (other than the WORK itself), including the loss of use resulting therefrom. Nothing in this Paragraph shall obligate OWNER to indemnify a person or entity from and against the consequences of that person's or entity's own negligence.

D. The provisions of Paragraphs 4.2, 4.3, and 4.4 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

4.6 REFERENCE POINTS

A. The OWNER will provide one bench mark, near or on the Site of the WORK, and will provide two points near or on the Site to establish a base line for use by the CONTRACTOR for alignment control. Unless otherwise specified in the Supplementary General Conditions, the CONTRACTOR shall furnish all other lines, grades, and bench marks required for proper execution of the WORK.

B. The CONTRACTOR shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by any party, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by personnel qualified under the applicable state codes governing land surveyors.

ARTICLE 5 -- BONDS AND INSURANCE

5.1 BONDS

A. The CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount set forth in the Supplementary General Conditions, as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of Substantial Completion, except as otherwise provided by Law or Regulation or by the Contract Documents. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and surety, which must be acceptable to the OWNER.

D. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State in which the Project is located to issue Bonds for the limits so

required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

5.2 INSURANCE

A. The CONTRACTOR shall purchase and maintain the insurance required under this Paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by Laws or Regulations, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Substantial Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing Defective Work in accordance with Paragraph 13.5. The CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

B. All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized to issue insurance policies for the limits and coverages so required in the State in which the Project is located. Such insurance companies shall have a current Best's Rating of at least an "A" (Excellent) general policy holder's rating and a Class VII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

C. The CONTRACTOR shall furnish the OWNER, with copies to each additional insured who is indicated in the Supplementary General Conditions, with certificates and original endorsements showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER and additional insureds by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the OWNER, the ENGINEER, and their consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies. The CONTRACTOR shallpurchase and maintain the following insurance:

1. Workers' Compensation and Employer's Liability: This insurance shall protect the CONTRACTOR against all claims under applicable workers' compensation laws or federal acts, including claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This insurance shall include an "all states" endorsement. In the event of a "monopolistic" state, CONTRACTOR shall certify all employees are covered by the state fund or shall provide a separate policy providing "all states" benefits. Employer's liability "stop gap" coverage for monopolistic states shall be provided under either a worker's compensation policy or general liability policy. The CONTRACTOR shall require each subcontractor similarly to provide workers' compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's workers' compensation insurance. In case any class of employees is not protected under the workers' compensation laws, the CONTRACTOR shall provide and shall cause each Subcontractor to provide

adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected. The CONTRACTOR and each Subcontractor shall provide a waiver of subrogation in favor of the OWNER and ENGINEER.

2. Comprehensive or Commercial General Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than its employees or damage to property of the OWNER or others arising out of any act or omission of the CONTRACTOR or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by personal injury liability coverage and contractual coverage to insure the contractual liability assumed by the CONTRACTOR under the indemnification provisions in the General Conditions. To the extent that the CONTRACTOR's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive or commercial general liability coverage shall specifically include coverage relative to blasting, explosion, collapse, and/or underground hazards.
3. Commercial Automobile Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the Site of all motor vehicles licensed for highway use, whether they are owned, nonowned, or hired.
4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The CONTRACTOR shall either require each of the Subcontractors to procure and to maintain subcontractor's public liability and property damage insurance and vehicle liability insurance of the type and in the same amounts specified in the Supplementary General Conditions for the CONTRACTOR or insure the activities of the Subcontractors under the CONTRACTOR's own policies.
5. Builder's Risk:
    a. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the CONTRACTOR, Subcontractors, the OWNER, and the ENGINEER, against risks of damage to buildings, structures, and materials and equipment (including any stored off-site and while in transit), CONTRACTOR'S equipment, debris removal and including demolition and contingent loss occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for ENGINEER'S services and expenses required as a result of such insured loss. The amount of such insurance shall be not less than the insurable value of the WORK at completion plus equipment. Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear. This insurance shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the CONTRACTOR, the OWNER, and the ENGINEER. This insurance shall insure against all risks of loss (including earthquake, flood and collapse) and, at the option of the OWNER, shall include comprehensive boiler and machinery coverage including coverage for installation and testing.
    b. If the OWNER finds it necessary to occupy or use a portion or portions of the Project prior to Substantial Completion thereof, such occupancy shall not commence prior to the time mutually agreed to by the OWNER and CONTRACTOR and to which the insurance company or companies

providing the Builder's Risk Insurance have consented by endorsement to the policy or policies.

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

6.1 COMMUNICATIONS

A. Written communications with the OWNER shall be only through or as directed by the ENGINEER.

6.2 SUPERVISION AND SUPERINTENDENCE

A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and all safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.

B. The CONTRACTOR shall designate in writing and keep on the Site at all times during the performance of the WORK a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the OWNER and the ENGINEER. The superintendent will be the CONTRACTOR's representative at the Site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

C. The CONTRACTOR's superintendent shall be present at the Site at all times while work is in progress and shall be available by phone for emergencies 24 hours per day, 7 days per week. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until such time as such superintendent is again present at the Site.

6.3 LABOR, MATERIALS, AND EQUIPMENT

A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any required temporary works. The CONTRACTOR shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the WORK or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the Site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, any City of Mission observed holiday, or any federally observed holiday without the OWNER's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER in writing a minimum of 24 hours in advance.

B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one

calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

C. All increased costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The OWNER has the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.

D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, lubricants, power, light, heat, telephone, water, sanitary facilities, and all other facilities, consumables, and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.

E. All materials and equipment incorporated into the WORK shall be of specified quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the OWNER, ENGINEER, or any of their consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9 C.

6.4 SCHEDULE

A. The CONTRACTOR shall comply with the schedule requirements in the General Requirements.

6.5 SUBSTITUTES OR "OR EQUAL" ITEMS

A. The CONTRACTOR shall submit proposed substitutes or "or equal" items in accordance with the provisions set forth in the Supplemental General Provisions SGC-6.5.

6.6 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

A. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER for the acts and omissions of its Subcontractors, Suppliers, and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own

employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the OWNER or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the Contract Documents. The CONTRACTOR shall include these General Conditions and the Supplementary General Conditions as a part of all its subcontract and supply agreements.

6.7 PERMITS

A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements shall not be made the basis for claims for additional compensation by CONTRACTOR. When necessary, the OWNER will assist the CONTRACTOR, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for inspection or connections to the WORK.

6.8 PATENT FEES AND ROYALTIES

A. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER or the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by the OWNER in the Contract Documents. The CONTRACTOR's indemnification obligation under this Paragraph 6.7 A. for all claims and liabilities arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Contract Documents shall be in accordance with Paragraph 6.16 of these General Conditions.

6.9 LAWS AND REGULATIONS

A. The CONTRACTOR shall observe and comply with all Laws and Regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered between the Contract Documents and any such Laws or Regulations, the CONTRACTOR shall report the same in writing to the ENGINEER. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. The CONTRACTOR's indemnification obligations for all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors or Suppliers shall be in accordance with Paragraph 6.16 of these General Conditions.

6.10 TAXES

A. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the WORK.

6.11 USE OF PREMISES

A. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site, the land and areas identified in and permitted by the Contract Documents, and the other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements. The CONTRACTOR shall assume full liability and responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation at the CONTRACTOR's sole liability expense. The CONTRACTOR's indemnification obligations for all claims and liability, arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the ENGINEER, their consultants, subconsultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK shall be in accordance with Paragraph 6.16 of these General Conditions.

6.12 SAFETY AND PROTECTION

A. The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
   1. All persons at the Site and other persons and organizations who may be affected thereby;
   2. All the WORK and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
   3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the performance of the WORK.

B. The CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. CONTRACTOR'S duties and responsibilities for safety and for protection of the WORK shall continue until such time as all the WORK is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 14.7 B. that the WORK is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

C. The CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be made available at the Site by the CONTRACTOR for every hazardous product used.

E. Material usage shall strictly conform to OSHA safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

F. The CONTRACTOR shall be responsible for the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

G. The CONTRACTOR shall notify the ENGINEER if it considers a specified product or its intended use to be unsafe. This notification must be given to the ENGINEER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the WORK.

6.13 EMERGENCIES

A. In emergencies affecting the safety or protection of persons or the WORK or property at the Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to immediately act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the WORK or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Order will be issued to document the consequences of such action.

6.14 SUBMITTALS

A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the ENGINEER for review all Shop Drawings in accordance with the accepted schedule of Shop Drawing submittals specified in Section 01340 - Contractor Submittals.

B. The ENGINEER'S review will be only to determine if the items covered by the submittals will, after installation or incorporation in the WORK, generally conform to the Contract Documents and with the design concept of the completed Project.

C. The CONTRACTOR shall also submit to the ENGINEER for review all Samples in accordance with the accepted schedule of Sample submittals specified in Section 01340 - Contractor Submittals.

D. Before submittal of each Shop Drawing or Sample, the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the WORK and the Contract Documents. The CONTRACTOR shall provide submittals in accordance with the requirements of Section 01340 - Contractor Submittals.

6.15 CONTINUING THE WORK

A. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the OWNER. No WORK shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the OWNER may otherwise agree in writing.

6.16 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

A. CONTRACTOR warrants and guarantees that all WORK will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:
   1. Abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, or Suppliers, or any other individual or entity for whom CONTRACTOR is responsible;
   2. Normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of WORK that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents:
   1. Observations by ENGINEER;
   2. Recommendation by ENGINEER or payment by OWNER of any progress or final payment;
   3. The issuance of a Certificate of Completion by the OWNER;
   4. Use or occupancy of the WORK or any part thereof by the OWNER;
   5. Any acceptance by OWNER or any failure to do so;
   6. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice or acceptability by ENGINEER pursuant to Paragraph 14.7 B.;
   7. Any inspection, test, or approval by others; or
   8. Any correction of Defective Work by OWNER.

6.17 INDEMNIFICATION

A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, their consultants, subconsultants, and the officers, directors, employees, and agents of each and any of them, against and from all claims and liability arising under, by reason of, related, or incidental to the Contract Documents or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER and/or the ENGINEER. Such indemnification by the CONTRACTOR shall include, but not be limited to, the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, or agents;
2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's, Subcontractor's, or Supplier's own employees, or agents engaged in the WORK resulting in actions brought by or on behalf of such employees against the OWNER and/or the ENGINEER;
3. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the CONTRACTOR, its employees, or agents;
4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;
5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the OWNER and/or ENGINEER or any other parties by the CONTRACTOR, its employees, or agents;
6. Liability or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, its employees, or agents;
7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the CONTRACTOR;
8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the CONTRACTOR, Subcontractors, Suppliers, or any of their employees or agents, and;
9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the OWNER, the ENGINEER, their consultants, subconsultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the CONTRACTOR's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or areas contiguous thereto or its performance of the WORK thereon.

B. The CONTRACTOR shall reimburse the OWNER and the ENGINEER for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs including all costs of appeals) incurred by said OWNER and ENGINEER in enforcing the provisions of this Paragraph 6.17.

C. The indemnification obligation under this Paragraph 6.17 shall not be limited in any way by any limitation on the amount or type of insurance carried by CONTRACTOR or by the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.18 CONTRACTOR'S DAILY REPORTS

A. The CONTRACTOR shall complete a daily report indicating location worked, total manpower for each construction trade, major equipment on Site, each Subcontractor's manpower and equipment, weather conditions, and other related information involved

in the performance of the WORK. The daily report shall be completed on forms furnished by the ENGINEER, and shall be submitted to the ENGINEER at the conclusion of each workday. The daily report shall comment on the daily progress and status of each major component of the WORK. These components will be decided by the ENGINEER.

ARTICLE 7 -- OTHER WORK

7.1 RELATED WORK AT SITE

A. The OWNER may perform other work related to the Project at the Site by the OWNER's own forces, have other work performed by utility owners, or let other direct contracts for such other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.

B. The CONTRACTOR shall afford each person who is performing the other work (including the OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.

C. If the proper execution or results of any part of the CONTRACTOR's work depends upon such other work by another, the CONTRACTOR shall inspect and report to the ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR's work except for latent or nonapparent defects and deficiencies in the other work.

7.2 COORDINATION

A. If the OWNER contracts with others for the performance of other work at the Site, OWNER will have sole authority and responsibility in respect of such coordination unless otherwise provided in the Supplementary General Conditions.

ARTICLE 8 -- OWNER'S RESPONSIBILITIES

8.1 COMMUNICATIONS

A. Except as may be otherwise provided in these General Conditions or the Supplementary General Conditions, the OWNER will issue all its communications to the CONTRACTOR through the ENGINEER.

8.2 PAYMENTS

A. The OWNER will make payments to the CONTRACTOR as provided in Article 14.

8.3 LANDS, EASEMENTS, AND SURVEYS

A. The OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.6.

8.4 REPORTS AND DRAWINGS

A. The OWNER will identify and make available to the CONTRACTOR copies of reports of physical conditions at the Site and drawings of existing structures which have been utilized in preparing the Contract Documents as set forth in Paragraph 4.2.

8.5 CHANGE ORDERS

A. The OWNER will execute Change Orders as indicated in Article 10.

8.6 INSPECTIONS AND TESTS

A. The OWNER's responsibility for inspections and tests is set forth in Paragraph 13.3.

8.7 SUSPENSION OF WORK

A. The OWNER's right to stop work or suspend work is set forth in Paragraphs 13.4 and 15.1.

8.8 TERMINATION OF AGREEMENT

A. The OWNER's right to terminate services of the CONTRACTOR is set forth in Paragraphs 15.2 and 15.3.

8.9 LIMITATION ON OWNER'S RESPONSIBILITIES

A. The OWNER shall not supervise, direct or have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the WORK. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the WORK in accordance with the Contract Documents.

8.10 UNDISCLOSED HAZARDOUS ENVIRONMENTAL CONDITIONS

A. OWNER's responsibility in respect to an undisclosed hazardous environmental condition is set forth in Paragraph 4.5.

ARTICLE 9 -- ENGINEER'S STATUS DURING CONSTRUCTION

9.1 OWNER'S REPRESENTATIVE

A. The ENGINEER will be the OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER's representative during construction are set forth in the Contract Documents.

9.2 OBSERVATIONS ON THE SITE

A. The ENGINEER will make observations on the Site during construction to monitor the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. The ENGINEER will not be required to make exhaustive or continuous inspections to check the quality or quantity of the WORK.

9.3 PROJECT REPRESENTATION

A. The ENGINEER may furnish a Resident Project Representative to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority of any such Resident Project Representative will be as provided in the Supplementary General Conditions.

9.4 CLARIFICATIONS

A. The ENGINEER will issue with reasonable promptness such written Clarifications of the requirements of the Contract Documents as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK

A. The ENGINEER may authorize variations in the WORK from the requirements of the Contract Documents. These may be accomplished by a Field Order and will require the CONTRACTOR to perform the WORK involved in a manner that minimizes the impact to the WORK and the Contract Times. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Times, the CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

9.6 REJECTING DEFECTIVE WORK

A. The ENGINEER will have authority to reject Defective Work and will also have authority to require special inspection or testing of the WORK as provided in Article 13.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

A. In accordance with the procedures set forth in the General Requirements, the ENGINEER will review all CONTRACTOR submittals.

B. The ENGINEER's responsibilities for Change Orders are set forth in Articles 10, 11, and 12.

C. The ENGINEER's responsibilities for Applications for Payment are set forth in Article 14.

9.8 DECISIONS ON DISPUTES

A. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK and interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK shall be determined by the ENGINEER. Any claims in respect to changes in the Contract Price or Contract Times shall be resolved in accordance with the requirements set forth in Articles 10, 11, and 12.

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

A. Neither the ENGINEER's authority to act under this Article 9 or other provisions of the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.

B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory," or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the ENGINEER as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9 C.

C. The ENGINEER will not supervise, direct, control, or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations applicable to the performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, Supplier, or any other person or organization performing any of the WORK.

ARTICLE 10-- CHANGES IN THE WORK

10.1 GENERAL

A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK. Such additions, deletions or revisions will be authorized by a Change Order or Field Order. Upon receipt of any such document, CONTRACTOR shall promptly proceed to

implement the additions, deletions, or revisions in the WORK in accordance with the applicable conditions of the Contract Documents.

B. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3.F and G.

C. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:
   1. Changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.1 A.;
   2. Changes required because of acceptance of Defective Work under Paragraph 13.6; and
   3. Changes in the Contract Price or Contract Times which are agreed to by the parties under Articles 11 and/or 12, respectively.

D. If notice of any change in the WORK is required to be given to a surety, the giving of any such notice shall be the CONTRACTOR's responsibility. If the change in the WORK affects the Contract Price, the OWNER may require an adjustment to the amount of any applicable Bond and the amount of each applicable Bond shall be adjusted accordingly.

E. If the OWNER and CONTRACTOR agree as to the extent, if any, of an increase in the Contract Price or an extension or shortening of the Contract Times that should be allowed as a result of a Field Order, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the WORK pending the issuance of a Change Order.

F. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase in the Contract Price or an extension or shortening of the Contract Times that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of time and materials so as to minimize the impact on and delays to the WORK, and the CONTRACTOR may make a claim as provided in Articles 11 and 12.

10.2 ALLOWABLE QUANTITY VARIATIONS

A. In the event of an increase or decrease in the quantity of any bid item under a unit price contract, the total amount of work actually done or materials or equipment furnished will be paid for according to the unit price established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 25 percent of the estimated quantity of any unit price bid item of the WORK.

B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon by the OWNER and the CONTRACTOR by Change Order.

ARTICLE 11 -- CHANGE OF CONTRACT PRICE

11.1 GENERAL

A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.

B. The Contract Price may only be changed by a Change Order. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
   1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
   2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4; or
   3. On the basis of the cost of work (determined as provided in Paragraph 11.3) plus the CONTRACTOR's overhead and profit (determined as provided in Paragraph 11.4).

C. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 10 days) after the start of the event giving rise to the claim and shall state the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after the start of such event (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of such event. All claims for adjustment in the Contract Price will be determined by the ENGINEER. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1 C.

11.2 COSTS RELATING TO WEATHER

A. The CONTRACTOR shall have no claims against the OWNER for damages for any injury to work, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the ENGINEER, the CONTRACTOR has made all reasonable efforts to protect the materials, equipment, and work, the CONTRACTOR may be granted a reasonable extension of Contract Times to make proper repairs, renewals, and replacements of the work, materials, or equipment.

11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

A. **General:** The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5.

B. **Labor:** The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers will be paid only when such costs are not included in the invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Nondirect labor costs including superintendence shall be considered part of the markup set out in Paragraph 11.4.

C. **Materials**: The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the Site in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:

1. All trade discounts and rebates shall accrue to the OWNER, and the CONTRACTOR shall make provisions so that they may be obtained;
2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Except for actual costs incurred in the handling of such materials, markup will not be allowed;
3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the Site, whichever price is lower; and
4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the Site less trade discount. The OWNER reserves the right to furnish materials for the extra work and no claim will be allowed by the CONTRACTOR for costs and profit on such materials.

D. **Equipment:** The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment will be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate. Payment for equipment shall be subject to the following:

1. All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used;
2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number;

3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer;
4. Individual pieces of equipment or tools having a replacement value of $500 or less, whether or not consumed by use, will be considered to be small tools and no payment will be made therefore.

E. **Equipment Rental Time:** The rental time to be paid for equipment on the Site will be the time the equipment is in productive operation on the extra work being performed and, in addition, will include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the Site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the Site of the extra work on other than the extra work. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment on the work Site will be computed subject to the following:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation will be considered to be half-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation;
2. When daily rates are listed, any part of a day less than 4 hours operation will be considered to be half-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs 3, 4, and 5, following;
3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3 D., herein;
4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the Site, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.3 B., herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages; and
5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.

F. Special Services: Special work or services are defined as that work characterized by extraordinary complexity, sophistication, innovation, or a combination of the foregoing attributes which are unique to the construction industry. The ENGINEER will make estimates for payment for special services and may consider the following:

1. When the ENGINEER and the CONTRACTOR, determine that a special service or work is required which cannot be performed by the forces of the CONTRACTOR or those of any of its Subcontractors, the special service or work

may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs;

2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the Site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization; and
3. All invoices for special services will be adjusted by deducting all trade discounts. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 15 percent will be added to invoices for special services.

G. **Sureties:** All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to Bonds or supplemental Bonds shall be submitted to the OWNER for review prior to the performance of any work hereunder.

11.4 CONTRACTOR'S OVERHEAD AND PROFIT

A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the ENGINEER, plus allowances for overhead and profit. The allowance for overhead and profit will include full compensation for superintendence, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraph 11.3. The allowance for overhead and profit will be made in accordance with the following schedule:

Overhead and Profit Allowance	
Labor	20 percent
Materials	15 percent
Equipment	15 percent

To the sum of the costs and markups provided for in this Article, an additional 2 percent of the sum will be added as compensation for Bonds and insurance.

B. It is understood that labor, materials, and equipment for extra work may be furnished by the CONTRACTOR or by the Subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein will be applied to the labor, materials, and equipment costs of the Subcontractor, to which the CONTRACTOR may add 5 percent of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the 5 percent increase above the Subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only .

11.5 EXCLUDED COSTS

A. The term "cost of the work" shall not include any of the following:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, proprietors, partners, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the Site or in CONTRACTOR's principal or a branch office for general administration of the WORK all of which are to be considered administrative costs covered by the CONTRACTOR's allowance for overhead and profit;
2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site;
3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments;
4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as provided by Paragraph 11.4 above);
5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property; and
6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Paragraph 11.4.

11.6 CONTRACTOR'S EXTRA WORK REPORT

A. In order to be paid for extra work, the CONTRACTOR must submit a daily extra work report on the form furnished by the ENGINEER. The form must be completely filled out based on the provisions of Paragraphs 11.3 through 11.5 and signed by the CONTRACTOR and ENGINEER at the end of each work day. Failure to complete the form and obtain appropriate signatures by the next working day after the extra work of the previous day was completed will result in CONTRACTOR's costs for extra work being disallowed.

ARTICLE 12-- CHANGE OF CONTRACT TIMES

12.1 GENERAL

A. The Contract Times may only be changed by a Change Order. Any claim for an extension of the Contract Times shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 10 days) after the start of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days after the start of such event (unless the ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR is entitled as a result of said event. All claims for adjustment in the Contract Times will be determined by the ENGINEER. No claim for an adjustment in the Contract Times will be valid if not submitted in accordance with the requirements of this Paragraph 12.1 A. An increase in Contract Times does not mean that the CONTRACTOR is due an increase in

Contract Price. Only compensable time extensions will result in an increase in Contract Price.

B. All time limits stated in the Contract Documents are of the essence of the Agreement.

C. When CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the WORK due to such delay, if a claim is made therefor as provided in Paragraph 12.1.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER; acts or neglect of those performing other work as contemplated by Article 7; and fires, floods, epidemics, abnormal weather conditions, or acts of God. Delays attributable to and within the control of any Subcontractor or Supplier shall be deemed to be delays within the control of the CONTRACTOR.

D. In no event will OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for any increase in the Contract Price or other damages arising out or resulting from the following:
   1. Delays caused by or within the control of CONTRACTOR; or
   2. Delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by those performing other work as contemplated by Article 7.

12.2 EXTENSIONS OF CONTRACT TIMES FOR DELAY DUE TO WEATHER

A. The CONTRACTOR's construction schedule shall anticipate delay due to unusually severe weather. The number of days of anticipated delay is set forth in the Supplementary General Conditions.

B. Contract Times may be extended by the ENGINEER because of delays in excess of the anticipated delay. The CONTRACTOR shall, within 10 days of the beginning of any such delay, notify the ENGINEER in writing and request an extension of Contract Times. The ENGINEER will ascertain the facts and the extent of the delay and extend the Contract Times when, in its judgement, the findings of the fact justify such an extension.

ARTICLE 13 -- INSPECTIONS AND TESTS; CORRECTION, REMOVAL, OR ACCEPTANCEOF DEFECTIVE WORK

13.1 NOTICE OF DEFECTIVE WORK

A. Prompt notice of Defective Work known to the OWNER or ENGINEER will be given to the CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13. Defective Work may be rejected even if approved by prior inspection.

13.2 ACCESS TO WORK

A. OWNER, ENGINEER, their consultants, subconsultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the WORK at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.3 INSPECTIONS AND TESTS

A. The CONTRACTOR shall give the ENGINEER not less than 24 hours notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. The OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
   1. For inspection, tests, or approvals covered by Paragraphs 13.3C. and 13.3D. below;
   2. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.3G. shall be paid as provided in said Paragraph 13.3G.; and
   3. As otherwise provided in the Contract Documents.

C. If Laws and Regulations of any public body having jurisdiction require any WORK (or any part thereof) to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals; pay all costs in connection therewith; and furnish the ENGINEER the required certificates of inspection or approval.

D. The CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the ENGINEER's acceptance of materials or equipment to be incorporated in the WORK or acceptance of materials, mix designs, or equipment submitted for approval prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. Such inspections, tests, or approvals shall be performed by organizations acceptable to the ENGINEER.

E. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

F. If any WORK (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ENGINEER not less than 24 hours notice of the CONTRACTOR's intention to perform such test or to cover the same and the ENGINEER has not acted with reasonable promptness in response to such notice.

G. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recovered at the CONTRACTOR's expense.

H. If the ENGINEER considers it necessary or advisable that covered WORK be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such work is Defective Work, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to, fees and charges of engineers, architects, attorneys, and other professionals. However, if such work is not found to be Defective Work, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

13.4 OWNER MAY STOP THE WORK

A. If Defective Work is identified, the OWNER may order the CONTRACTOR to stop performance of the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

A. If required by the ENGINEER, the CONTRACTOR shall promptly either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the work has been rejected by the ENGINEER, remove it from the Site and replace it with non-defective WORK. The CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

13.6 ACCEPTANCE OF DEFECTIVE WORK

A. If, instead of requiring correction or removal and replacement of Defective Work, the OWNER prefers to accept the Defective Work, the OWNER may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to

the OWNER's evaluation of and determination to accept such Defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the OWNER shall be entitled to an appropriate decrease in the Contract Price.

13.7 OWNER MAY CORRECT DEFECTIVE WORK

A. If the CONTRACTOR fails within a reasonable time after written notice from the ENGINEER to correct Defective Work, or to remove and replace Defective Work as required by the ENGINEER in accordance with Paragraph 13.5A., or if the CONTRACTOR fails to perform the WORK in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the OWNER may, after seven days written notice to the CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, the OWNER shall proceed with corrective and remedial action. In connection with such corrective and remedial action, the OWNER may exclude the CONTRACTOR from all or part of the Site, take possession of all or part of the WORK, and suspend the CONTRACTOR's services related thereto and incorporate in the WORK all materials and equipment for which the OWNER has paid the CONTRACTOR whether stored at the Site or elsewhere. The CONTRACTOR shall provide the OWNER, OWNER's representatives, ENGINEER, and ENGINEER's consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All direct, indirect, and consequential costs and damages incurred by the OWNER in exercising the rights and remedies under this paragraph will be charged against the CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, the OWNER may make a claim therefor as provided in Article 11. Such claim will include, but not be limited to, all costs of repair or replacement of work of others, destroyed or damaged by correction, removal, or replacement of CONTRACTOR's Defective Work and all direct, indirect, and consequential damages associated therewith.

D. The CONTRACTOR shall not be allowed an extension of Contract Times (or Milestones) because of any delay in the performance of the WORK attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph.

13.8 CORRECTION PERIOD

A. The correction period for Defective Work shall be the longer of:
   1. One year after the date of final acceptance;
   2. Such time as may be prescribed by Laws and Regulations;
   3. Such time as specified by the terms of any applicable special guarantee requiredby the Contract Documents; or
   4. Such time as specified by any specific provision of the Contract Documents.

B. If, during the correction period as defined in Paragraph 13.8A above, any work is found to be Defective Work, the OWNER shall have the same remedies as set forth in Paragraphs 13.5, 13.6, and 13.7 above.

C. Where Defective Work (and damage to other work resulting therefrom) has been corrected, removed, or replaced under this paragraph, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

ARTICLE 14-- PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

A. The schedule of values or lump sum price breakdown established as provided in the General Requirements shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to the ENGINEER.

14.2 UNIT PRICE BID SCHEDULE

A. Progress payments on account of unit price work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review, the Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents.

B. The Application for Payment shall identify, as a subtotal, the amount of the CONTRACTOR total earnings to date; plus the value of materials stored at the Site which have not yet been incorporated in the WORK; and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for materials stored at the Site, but not yet incorporated in the WORK.

C. The net payment due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified in the Supplementary General Conditions and the total amount of all previous payments made to the CONTRACTOR.

D. The value of materials stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the Site or at another location agreed to in writing; provided, each such individual item has a value of more than $5,000 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment

are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER.

14.4 CONTRACTOR'S WARRANTY OF TITLE

A. The CONTRACTOR warrants and guarantees that title to all WORK, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the OWNER no later than the time of payment, free and clear of all Liens.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

A. The ENGINEER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the application to the OWNER, or return the application to the CONTRACTOR indicating in writing the ENGINEER's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application. If the ENGINEER still disagrees with a portion of the application, it will submit the application recommending the undisputed portion of the application to the OWNER for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ENGINEER's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B.) become due and when due will be paid by the OWNER to the CONTRACTOR.

B. The ENGINEER, in its discretion, may refuse to recommend the whole or any part of any payment. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:
   1. The work is Defective Work or the completed WORK has been damaged requiring correction or replacement.
   2. The Contract Price has been reduced by written amendment or Change Order.
   3. The OWNER has been required to correct Defective Work or complete WORK in accordance with Paragraph 13.7.
   4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.1 through 15.4 inclusive.

C. The OWNER may refuse to make payment of the full amount recommended by the ENGINEER because:
   1. Claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the WORK.
   2. Liens have been filed in connection with the WORK, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.
   3. There are other items entitling OWNER to a set-off against the amount recommended, or
   4. OWNER has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.5B. through 14.5C and 15.1 through 15.4 inclusive. The OWNER must give the CONTRACTOR immediate written notice (with a copy to the ENGINEER) stating the reasons for such action and promptly pay the

CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

14.6 SUBSTANTIAL COMPLETION

A. When the CONTRACTOR considers the WORK ready for its intended use, the CONTRACTOR shall notify the OWNER and the ENGINEER in writing that the WORK is substantially complete. The CONTRACTOR shall attach to this request a list of all work items that remain to be completed and a request that the ENGINEER prepare a Notice of Completion. Within a reasonable time thereafter, the OWNER, the CONTRACTOR, and the ENGINEER shall make an inspection of the WORK to determine the status of completion. If the ENGINEER does not consider the WORK substantially complete, or the list of remaining work items to be comprehensive, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the WORK substantially complete, the ENGINEER will prepare and deliver to the OWNER for its execution and recordation the Notice of Completion signed by the ENGINEER and CONTRACTOR, which shall fix the date of Substantial Completion.

14.7 PARTIAL UTILIZATION

A. The OWNER shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the OWNER plans to exercise said right, the CONTRACTOR will be notified in writing by the OWNER, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.

B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of Partial Utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the OWNER, and the CONTRACTOR's one year correction period shall commence only after the date of Substantial Completion for the WORK.

14.8 FINAL APPLICATION FOR PAYMENT

A. After the CONTRACTOR has completed all of the remaining work items referred to in Paragraph 14.6 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements), and other documents, all as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the OWNER) of all Liens arising out of or filed in connection with the WORK.

14.9 FINAL PAYMENT AND ACCEPTANCE

A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within 14 days after receipt of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the application to the OWNER for payment.

B. After acceptance of the WORK by the OWNER's governing body, the OWNER will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
   1. Liquidated damages, as applicable;
   2. Amounts withheld by OWNER under Paragraph 14.5B. and C. which have not been released; and
   3. Two times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the OWNER within the time stated on the Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the OWNER to cover the value of all such uncompleted or uncorrected items.

C. As a condition of final payment, the CONTRACTOR shall be required to execute a release on the form provided by OWNER, releasing the OWNER from any and all claims of liability for payment on the Project except for such amounts as may be specifically described and excluded from the release.

14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

A. After executing the necessary documents to initiate the Lien period, and not more than 45 days thereafter (based on a 30-day Lien filing period and 15-day processing time), the OWNER will release to the CONTRACTOR the retainage funds withheld pursuant to the Agreement, less any deductions to cover pending claims against the OWNER pursuant to Paragraph 14.5C.

B. After filing of the necessary documents to initiate the Lien period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the 45 days, referred to in Paragraph 14.10A., the amounts withheld pursuant to the provisions of Paragraph 14.9B. herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the OWNER within said 30 days. Otherwise, the CONTRACTOR does hereby waive any and all claims for all monies withheld by the OWNER under this Agreement to cover two times the value of such remaining uncompleted or uncorrected items.

ARTICLE 15 -- SUSPENSION OF WORK AND TERMINATION

15.1 SUSPENSION OF WORK BY OWNER

A. The OWNER may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt of a notice of resumption of work. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

15.2 TERMINATION OF AGREEMENT BY OWNER FOR DEFAULT

A. In the event of default by the CONTRACTOR, the OWNER may give seven days written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default within a specified period of time. It will be considered a default by the CONTRACTOR whenever CONTRACTOR shall:
   1. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
   2. Disregard or violate the Laws or Regulations of any public body having jurisdiction;
   3. Fail to provide materials or workmanship meeting the requirements of the Contract Documents;
   4. Disregard or violate provisions of the Contract Documents or ENGINEER's instructions;
   5. Fail to prosecute the WORK according to the approved progress schedule;
   6. Fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Contract Documents; or
   7. Disregard the authority of the ENGINEER.

B. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue the notice of termination.

C. In the event the Agreement is terminated in accordance with Paragraph 15.2A., herein, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK will be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.

15.3 TERMINATION OF AGREEMENT BY OWNER FOR CONVENIENCE

A. Upon seven days' written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy of the OWNER, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid (without duplication of any items):

1. For completed and acceptable WORK executed in accordance with the Contract Documents, prior to the effective date of termination, including fair and reasonable sums for overhead and profit of such WORK;
2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted WORK, plus fair and reasonable sums for overhead and profit on such expenses;
3. For all reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and 4. For reasonable expenses directly attributable to termination, CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.4 TERMINATION OF AGREEMENT BY CONTRACTOR

A. The CONTRACTOR may terminate the Agreement upon 14 days written notice to the OWNER, whenever:
   1. The WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the Agreement has not been received from the OWNER within this time period; or
   2. The OWNER should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 14-day period the OWNER shall have remedied the condition upon which the payment delay was based.

B. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16 -- MISCELLANEOUS

16.1 GIVING NOTICE

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.2 TITLE TO MATERIALS FOUND ON THE WORK

A. The OWNER reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the WORK. Unless otherwise specified in the Contract Documents, neither the CONTRACTOR nor any Subcontractor shall have any right, title, or interest in or to any such materials. The CONTRACTOR will be permitted to use in the WORK, without charge, any such materials which meet the requirements of the Contract Documents.

16.3 RIGHT TO AUDIT

A. If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plant, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the OWNER deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.

16.4 SURVIVAL OF OBLIGATIONS

A. All representations, indemnifications, warranties, and guaranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the WORK or termination or completion of the Agreement.

16.5 CONTROLLING LAW

A. This Agreement is to be governed by the law of the state in which the Project is located.

16.6 SEVERABILITY

A. If any term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, the remaining terms and provisions of the Agreement shall not be affected thereby and shall remain in full force and effect.

16.7 WAIVER

A. The waiver by the OWNER of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the OWNER which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by CONTRACTOR or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

- END OF GENERAL CONDITIONS -

SECTION 00800

SUPPLEMENTARY GENERAL CONDITIONS

PART 1-- GENERAL

These Supplementary General Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SGC-1 DEFINITIONS

Add the following definitions to Article 1:

ENGINEER - In accordance with its contract with the OWNER, the ENGINEER is further defined as the firm of Melden & Hunt, Inc., 115 West McIntyre, Edinburg, Texas 78541.

OWNER - The OWNER is further defined as North Alamo Water Supply Corporation, 420 South Doolittle Rd., Edinburg, TX. 78539

SGC-2.2 COPIES OF DOCUMENTS

The OWNER shall furnish to the CONTRACTOR two copies of the Contract Documents which may include bound reduced drawings, if any, together with two sets of full-scale Drawings. Additional quantities of the Contract Documents will be furnished at reproduction cost plus mailing cost if copies are mailed.

SGC-2.4 STARTING THE WORK

Add the following as Paragraphs 2.4C and 2.4D of the General Conditions:

C. The CONTRACTOR shall notify the Texas Excavation Safety System (TESS), Phone No. 1-800-DIG-TESS, at least 48 hours in advance of the commencement of work at any site to allow the member utilities to examine the construction site and mark the location of the utilities' respective facilities.

D. The CONTRACTOR acknowledges that some (or all) of the utility companies with facilities shown on the drawings may not be members of TESS and, therefore, not automatically contacted by the above referenced telephone number. The CONTRACTOR shall be responsible for making itself aware of utility company facilities not reported by the USA System, and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. The CONTRACTOR shall be responsible for notifying all of the utilities at least 48 hours in advance of the commencement of work at any site to allow the utilities to examine the construction site and mark the location of the utilities' respective facilities. The CONTRACTOR shall also be responsible for verifying that each utility has responsibly responded to such notification.

SGC-4.5 HAZARDOUS MATERIALS

No reports have been made available to the ENGINEER to indicate there will be discovery of Asbestos, PCB's, Petroleum, Hazardous Wastes, and/or Radioactive Materials at the Site. If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for the testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner. Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

SGC-5.1 BONDS

Delete the first sentence of Paragraph 5.1A and add the following:

The CONTRACTOR shall furnish a satisfactory Performance Bond in the amount of 100 percent of the Contract Price and a satisfactory Payment Bond in the amount of 100 percent of the Contract Price as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents.

SGC-5.2 INSURANCE

A. The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. Limits may be provided by a combination of primary and excess liability policies or through a single policy. If the limits are provided by a combination of primary and excess liability policies, then the excess or umbrella liability coverages shall include commercial general, comprehensive automobile, and employer's liability and shall provide coverage at least as broad as the underlying policies.

    1. Workers' Compensation:
        a. State: Statutory
        b. Applicable Federal (e.g. USL&H): Statutory
           Note: If the WORK called for in the Contract Documents involves work in or on any navigable waters, the CONTRACTOR shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, Maritime Law, and any other coverage required under Federal or State laws pertaining to workers in or on navigable waters.
        c. Employer's Liability:
           Bodily Injury by Accident $1,000,000 each accident
           Bodily Injury by Disease $500,000 policy limit
           Bodily Injury by Disease $100,000 each employee

    2. Comprehensive or Commercial General Liability:
       Combined Single Limit:
        a. Premises/operations $ 600,000 each occurrence
        b. Products/completed $ 600,000 each occurrence operations $1,000,000 annual aggregate

c. Personal Injury $ 600,000 each occurrence
d. Policies shall include premises/operations, products, completed operations, independent contractors, explosion, collapse, underground hazards, broad form contractual, personal injury with employment contractual exclusions deleted, and broad form property damage.
e. If policies are written on a Commercial General liability form, the General Aggregate shall be at least two times the each occurrence limit or be written on a "per project" basis.
f. If policies are written on a claims made form, the certificate should so specify and policies shall continue in force for one year after completion of the project. The retroactive date of the policy must be no later than the date of the Agreement.
g. If policies are written for split limits, limits shall be equal for bodily injury and property damage liability.

3. Comprehensive Automobile Liability (including owned, hired, and nonowned vehicles):
Combined Single Limit:
a. Bodily Injury and Property Damage: $600,000 each accident
b. If policies are written for split limits, limits shall be equal for bodily injury per person, bodily injury per accident and property damage.

4. Builder's Risk Insurance:
a. In an amount equal to the replacement cost of the completed value of the Project.
b. Any deductibles or self-insured retentions shall be in accordance with Paragraph SGC-5.2F or as agreed to by the OWNER and CONTRACTOR.
c. The CONTRACTOR shall exclude flood coverage from the Builder's Risk Insurance requirements under Paragraph 5.2C.5 of the General Conditions.

B. All policies shall provide that the CONTRACTOR agrees to waive all rights of subrogation against the OWNER, the ENGINEER, and their subconsultants, employees, officers and directors, for WORK performed under the Agreement. Endorsements shall be provided with certificates of insurance.

C. All policies shall also specify that the insurance provided by the CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER or ENGINEER.

D. All policies except Workers' Compensation and Builders Risk shall name the OWNER, ENGINEER, their consultants, subconsultants, and their officers, directors, agents and employees as additional insureds. The Builders Risk insurance shall name the CONTRACTOR, OWNER, and ENGINEER as named insureds.

E. All policies shall provide for thirty days notice prior to any cancellation, reduction in coverage or nonrenewal.

SGC-5.2C INSURANCE

Add the following to Paragraph 5.2C of the General Conditions:

The CONTRACTOR shall also name Melden and Hunt, Inc. and its officers, directors, agents, and employees as "additional insureds" under the insurance policies.

SGC-6.5 SUBSTITUTES OR "OR EQUAL" ITEMS

Add the following to Paragraph 6.5 of the General Conditions:

A. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equal" indicating that a substitution is permitted, materials or equipment of other manufacturers may be accepted if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:

    1. The burden of proof as to the type, function, and quality of any such substitution product, material or equipment shall be upon the CONTRACTOR.
    2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitution and the ENGINEER's decision shall be final.
    3. The ENGINEER may require the CONTRACTOR to furnish additional data about the proposed substitution.
    4. The OWNER may require the CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitution.
    5. Acceptance by the ENGINEER of a substitution item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitution.
    6. The CONTRACTOR shall pay all costs of implementing accepted substitutions, including redesign and changes to WORK necessary to accommodate the substitution.

B. The procedure for review by the ENGINEER will include the following:

    1. If the CONTRACTOR wishes to provide a substitution item, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request Form."
    2. Unless otherwise provided by law or authorized in writing by the ENGINEER, the "Substitution Request Form(s)" shall be submitted within the 35-day period after award of the Contract.
    3. Wherever a proposed substitution item has not been submitted within said 35-day period, or wherever the submission of a proposed substitution material or equipment has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide the material or equipment indicated in the Contract Documents.
    4. The CONTRACTOR shall certify by signing the form that the list of paragraphs on the form are correct for the proposed substitution.
    5. The ENGINEER will evaluate each proposed substitution within a reasonable period of time.
    6. As applicable, no shop drawing submittals shall be made for a substitution item nor shall any substitution item be ordered, installed, or utilized without the

ENGINEER'S prior written acceptance of the CONTRACTOR'S "Substitution Request Form."

7. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes by the CONTRACTOR in the Contract Documents occasioned thereby.

C. The CONTRACTOR's application shall address the following factors which will be considered by the ENGINEER in evaluating the proposed substitution:

1. Whether the evaluation and acceptance of the proposed substitution will prejudice the CONTRACTOR's achievement of Substantial Completion on time.
2. Whether acceptance of the substitution for use in the WORK will require a change in any of the Contract Documents to adapt the design to the proposed substitution.
3. Whether incorporation or use of the substitution in connection with the WORK is subject to payment of any license fee or royalty.
4. Whether all variations of the proposed substitution from the items originally specified are identified.
5. Whether available maintenance, repair, and replacement service are indicated. The manufacturer shall have a local service agency (within 50 miles of the site) which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
6. Whether an itemized estimate is included of all costs that will result directly or indirectly from acceptance of such substitution, including cost of redesign and claims of other contractors affected by the resulting change.
7. Whether the proposed substitute item meets or exceeds the experience and/or equivalency requirements listed in the appropriate technical specifications.

D. Without any increase in cost to the OWNER, the CONTRACTOR shall be responsible for and pay all costs in connection with proposed substitutions and of inspections and testing of equipment or materials submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK, whether or not the ENGINEER accepts the proposed substitution or proposed equipment or material. The CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitution.

SGC-6.6 SUBCONTRACT LIMITATIONS

Add the following as Paragraph 6.6B of the General Conditions:

B. The CONTRACTOR shall perform not less than 75 percent of the WORK with its own forces (i.e., without subcontracting). The 75 percent requirement shall apply to the Contract Price less the values of OWNER-assigned contracts and allowances in the Bid for prenegotiated WORK.

SGC-6.7 PERMITS

A.. Except for the permits specifically required by TexDOT or the Irrigation District for construction within their right-of-ways, the CONTRACTOR shall acquire all permits required by Laws or Regulations, including, without limitation, the following specific permits (if applicable):

1. Local jurisdiction building permits. OWNER will pay for local jurisdiction building permit. CONTRACTOR will be responsible for acquiring permit.
2. State permits to construct and/or operate sources of air pollution.
3. Certificates and permits are required for sources such as, but not limited to:
   a. Fuel burning equipment
   b. Gasoline and petroleum distillate storage containers
   c. Land disturbing activities
   d. Processing equipment (sand, gravel, concrete batch plant, etc.)
   e. Odors
4. Stormwater Permit.
5. Permit-Required Confined Space - The workplace in which the WORK is to be performed may contain permit-required confined spaces (permit spaces) as defined 29 CFR 1910.146 and, if so, permit space entry is allowed only through compliance with a confined space entry program meeting the requirements of 29 CFR 1910.146.

SGC-6.17 INDEMNIFICATION

Add the following to Paragraph 6.17A of the General Conditions:

The CONTRACTOR shall also indemnify, defend, and hold harmless Melden and Hunt, Inc. and its officers, directors, agents, and employees, against and from all claims and liability arising under or by reason of the Agreement or any performance of the WORK, but not from the sole negligence or willful misconduct of Melden and Hunt, Inc.

SGC-9.3 PROJECT REPRESENTATION

A. The Owner, authorized representatives and agents of the Owner shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract. The Resident Project Representative, who is the OWNER's agent, will act as directed by and under the supervision of the OWNER and will confer with the ENGINEER regarding its actions. The Resident Project Representative's dealings in matters pertaining to the WORK shall, in general, be only with the ENGINEER and the CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication with the OWNER will be only through or as directed by the ENGINEER.

B. The Resident Project Representative shall have the duties and responsibilities set forth in this paragraph.
   1. Review the progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning their acceptability.
   2. Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify in advance those expected to attend. Attend meetings and maintain and circulate copies of minutes thereof.
   3. Serve as the ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist said superintendent in

understanding the intent of the Contract Documents. Assist the ENGINEER in serving as the OWNER's liaison with the CONTRACTOR.

4. Receive Shop Drawings and samples furnished by the CONTRACTOR.
5. Conduct on-site observations of the WORK in progress to assist the ENGINEER in determining if the WORK is proceeding in accordance with the Contract Documents.
6. Verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract documents and in presence of the required personnel, and that the CONTRACTOR maintains adequate records thereof.
7. Transmit to the CONTRACTOR the ENGINEER's clarifications and interpretations of the Contract Documents.
8. Consider and evaluate the CONTRACTOR's suggestions for modifications in the Contract Documents and report them with recommendations to the ENGINEER.
9. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submittal and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the Site but not incorporated in the WORK.
10. During the course of the WORK, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed.
11. Before the ENGINEER prepares a Notice of Completion, as applicable, submit to the CONTRACTOR a list of observed items requiring completion or correction.
12. Conduct final inspection in the company of the ENGINEER, the OWNER, and the CONTRACTOR, and prepare a punch list of items to be completed or corrected.
13. Verify that all items on the punch list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

SGC-11.3D EQUIPMENT

The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication:

A. "Rental Rate Blue Book for Construction Machinery" as published by the Machinery Information Division of the K-III Directory Corporation, (800) 669-3282.

SGC-12.2 WEATHER DELAYS

Delete paragraphs 12.2.A and 12.2.B. Add the following:

A. The occurrence of unusually severe weather during the life of the Contract will be considered a basis for extending contract time when work is not already suspended for other reasons. Unusually severe weather means weather, which at the time of year that it occurs, is unusual for the place in which it occurs.

B. Extension of time for unusually severe weather will be determined on a monthly basis and will include only those actual adverse weather days in excess of the normal adverse weather days included in the Contract Time. Normal adverse weather means adverse weather which, regardless of its severity, is to be reasonable expected for that particular

place at that particular time of year. The normal adverse weather days included in the Contract Time are based on historical records of temperature and precipitation.

C. Actual adverse weather days are those days meeting one or more of the criteria listed below. Time extensions for more than one criterion will take into consideration only that criterion having the greatest impact. Those actual adverse weather days in excess of the days listed in Table 12-1 will be allowed without regard to when they occur (except prior to mobilization or during suspension for other reasons) or their impact on contract completion.
   1. Days with maximum temperature of 32 degrees F or less – one full day allowed.
   2. Days with minimum temperature of 32 degrees F or less, but whose maximum temperature is over 32 degrees F – one-half day allowed.
   3. Days when ½" or more of precipitation (rain or snow equivalent) occurs – one full day allowed.

Table 12-1
Normal Adverse Weather Days

Month	Number of Days
January	2
February	1
March	0
April	1
May	2
June	2
July	1
August	1
September	2
October	2
November	1
December	1

D. Attached to the monthly Extension of Time Request, the CONTRACTOR shall submit a summary statement showing the number of days charged to the Contract for the preceding period
   1. Normal adverse weather days (based on Table 12-1).
   2. An itemized account of each day of the month showing which days meet one of the criteria outlined above.
   3. A total number of adverse weather days.
   4. The total number of days due to the CONTRACTOR for adverse weather days in excess of the normal adverse weather days.

E. For months where the number of normal adverse weather days (from Table 12-1) is in excess of the number of actual adverse weather days, the total number of days due to the CONTRACTOR will be zero.

SGC-14.3C AMOUNT OF RETENTION

Add the following to Paragraph 14.3C of the General Conditions:

Unless otherwise prescribed by law, the OWNER may retain a portion of the amount otherwise due to the CONTRACTOR, as follows:

1. Retention of 10 percent of each approved progress payment until the work is complete.

SGC-14.3D VALUE OF MATERIALS STORED AT THE SITE

Unless otherwise prescribed by law, the value of materials stored at the Site shall be 100% of the value of such materials.

SGC-16.9 AS-BUILT DIMENSION & DRAWINGS.

A. Contractor shall make appropriate daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities.

B. Upon completion of each facility, the Contractor shall furnish Engineer with one set of direct prints, marked with red pencil, to show as-built dimensions and locations of all work constructed. As a minimum, the final drawings shall include the following:

1. Horizontal and vertical locations of work.
2. Changes in equipment and dimensions due to substitutions.
3. "Nameplate" data on all installed equipment.
4. Deletions, additions, and changes to scope of work.
5. Any other changes made.

SGC-16.10 BUY AMERICAN GUIDLINES

A. Overview

1. Buy America requires the use of domestic steel and iron in Title 23 funded highway contracts. The use of foreign steel or iron materials or products in a Federal-aid project is prohibited with few exceptions (e.g., temporary basis; manufactured products that are not predominantly steel and iron; minimal use; nationwide or individual waivers (very rare); etc.). Section 1518 of MAP-21 has modified 23 U.S.C. 313 to require Buy America on the basis of a contract's associated NEPA document. All contracts, irrespective of funding source, are subject to Buy America compliance if any contract to construct a portion of the NEPA project is or has been funded under Title 23. If a non-federal aid contract is awarded without the Buy America provisions on or after December 31, 2013, all subsequent contracts within the scope of the NEPA document would become ineligible for federal aid participation.

2. Buy America applies to any steel or iron permanently incorporated into the project. Buy America does not apply to temporary elements of the project such as temporary structures and bypasses. Buy America would not apply to any temporary element left in place at the contractor's convenience unless the contract plans and specifications require steel or iron components or imply that the item is to be left in place. Buy America also does not apply to items that are simply moved from one

place to another within the same project. For example, Buy America would not apply to utility items that are merely moved from one location to another under the same project since no new or added steel or iron items are being used for the project.

B. Documentation Requirements for Buy America

1. The supplier must furnish the following for verifying compliance with Buy America requirements (domestic origin) of steel and iron materials:

   a. Form 1818, "Material Statement" - this form is available from the ROW Utilities Department and is to be completed and furnished by the supplier of materials. This form, when completed, should contain certification by the utility with attached evidence of compliance from the supplier / manufacturer.

   b. Utility providers may demonstrate Buy America compliance by one of the three (3) following methods (or a combination of both).

      1) Written certification will be signed by the vendor on company letterhead, or other acceptable documentation, signed by an authorized representative of the vendor and will declare that all supplied materials subject to the BA provisions are fully compliant.

      2) Utility owner will collect written certification from the factory(s); The Mill Test Report (MTR) issued and signed by the initial fabricator stating that the materials subject to BA were melted and manufactured in the United States.

      3) Other written statements on company letterhead, or other acceptable documentation, signed by an authorized representative, from the manufacturers providing any additional treatment to the fabricated material (such as blasting, galvanizing or painting) will state that all treatment processes occurred in the United States.

C. Additional Consideration to both Certification Methods

1. Utility owners will bear responsibility to ensure all materials permanently incorporated into their utility relocations are either compliant or not required to be compliant.

2. Where a utility purchases manufactured products from a vendor for use by the owner in its relocation activities, a certification from the vendor to the utility that the materials meet Buy America requirements shall be deemed to constitute compliance by the utility owner.

3. Where a utility owner obtains construction services in connection with utility relocation work and the provider of construction services is also responsible for sourcing of manufactured products used in connection with that project, a certification from the provider of construction services that the materials provided meets Buy America requirements is sufficient.

4. Materials purchased from a TxDOT approved supplier of the same or similar item will not require any supporting documentation other than a certified Form 1818 by the utility. Certification from the supplier is not required.

D. Buy America Guidelines (June 2017, Effective January 1, 2018)

1. The following utility structures and component materials, when composed of more than 90% steel or iron by weight, are subject to BUY AMERICA compliance:

   a. Poles, cross arms, structural support members;
   b. Towers and girders used to comprise transmission towers and stand-alone structures;
   c. Conductor support cables;
   d. High-strength bolts used as anchor bolts and anchor rods;
   e. Iron or steel baseplates;
   f. Encasement pipes, pipes and valves;
   g. Rebar and other reinforcing iron/steel for all cast-in-place and precast installations;
   h. Conduit and ducting;
   i. Fire hydrants;
   j. Manhole covers, rims, and drop-inlet grates;

2. The utility structures and component materials listed below, when composed of 100% steel or iron, are subject to BUY AMERICA compliance:

   a. Assembly materials (miscellaneous steel);
   b. Attachment materials;
   c. Housing encasements;
   d. Fittings; and
   e. Miscellaneous electronics; and Miscellaneous hardware (as defined in Definitions section)
   f. Certain Utility Agreements executed before Dec. 31, 2013, that do not have federal funding for utility materials or relocation are not subject to BUY AMERICA (even if other contracts associated with the project were reimbursed with federal funds)
   g. The date of the original Utility Agreement will be used as the date to determine BUY AMERICA compliance if the Utility Agreement is amended after December 31, 2013 unless the amendment includes major changes in the scope of work.
   h. BUY AMERICA does not apply to existing utility materials that are relocated from one location to another within the project limits.
   i. BUY AMERICA does not apply to any materials necessary to repair equipment that was discovered or damaged during construction and requires immediate action to restore to safe conditions or to minimize adverse public impact. However, these materials shall be considered temporary and must be replaced, with Buy America compliant material, prior to completion of the project.
   j. BUY AMERICA does not apply to associated materials necessary for a temporary utility relocation.

k. Non-domestic iron and steel materials may be used provided the cost of such materials does not exceed one-tenth of one percent (0.1 %) of the individual Utility Agreement amount, or $2,500.00 whichever is greater, per 23 CFR 635.410 (b)(4). The De Minimus equation is calculated by the following formula: Combined Cost of Only those Materials that are Subject to BUY AMERICA and are Non-Compliant (limited to the individual Utility Agreement) Total Utility Relocation Cost (cited in the individual Utility Agree-ment)

l. BUY AMERICA does not apply if the utility relocation effort is not eligible for federal reimbursement when State law prohibits TxDOT from reimbursing utilities. For example, if the utility owner is required to pay for 100% of the entire relocation effort, then the materials associated with that relocation are not subject to BUY AMERICA. However, all such work must remain separate from and cannot be accomplished under a utility agreement or contract that includes work eligible for Federal-aid.

m. Per 23 CFR 635.410, the work to be performed under the utility agreement may include foreign iron and steel products if the cost of BUY AMERICA compliant materials will cause the cost of the work to increase by at least 25%. To determine applicability of this provision, one of the following two procedures shall be used, per Texas Department of Transportation policy:

1) If the utility company will use a contractor or developer or concessioner to perform the work included in the utility agreement, the following procedures apply: Demonstration of meeting the 25% excess cost requirement must be accomplished by receiving two separate bids each from at least two qualified contractors for the work. Requests for bids from the qualified contractors must conform to 23 CFR 635.410 (b)(3). One bid from each contractor will include a cost of performing the work described in the utility agreement using BUY AMERICA compliant material and the other bid will include a cost for the same work assuming foreign materials. If the bid with the BUY AMERICA compliant materials is at least 25% greater than the bid that includes foreign material, then the contract can be awarded to the lowest bid based on materials that are not compliant with BUY AMERICA.

2) If the utility company will perform work in the utility agreement with its own forces, the following procedures apply: Demonstration of meeting the 25% excess cost requirement must be accomplished by receiving two separate bids from vendors or manufacturers listing the cost of BUY AMERICA compliant materials on one bid document and listing the cost of non-compliant materials on a separate bid document. The utility company will take the cost of the BUY AMERICA compliant materials and use it to create the total estimated cost of the work included in the utility agreement. The utility company will do the same with the cost of the noncompliant materials. If the cost of the work included in the utility agreement with BUY AMERICA compliant materials is at least 25% greater than the cost using the materials that are not compliant with BUY AMERICA, then the non-compliant materials may be used.

E. Definitions

1. Anchor & High-Strength Bolts - Anchor & high-strength bolts will be identified and consistently applied. The utility owner and TxDOT will identify anchor & high-strength bolts in the estimate, specifications or plans in the Utility Agreement as

necessary for the safe and functional design of the utility relocation. If a bolt is not called out as an anchor or high strength bolt the supplied bolt is not subject to BUY AMERICA.

2. Assembly Materials (miscellaneous steel) - The collection of miscellaneous materials used to fasten, hold, attach, secure and/or assemble materials including but not limited to nuts, bolts, U-bolts, screws, washers, clips, fittings, sleeves, lifting hooks, mounting brackets, pole steps, clamps, brackets, mountings, straps, fasteners, hooks, pins, braces, disks, clevises, couplers, swivels, snaps, crimps, trunnions, dead-ends, compression swages, and other miscellaneous materials used to assemble.

3. Attachment Materials - Items or material that is not an integral part or permanently attached to a pole, pipe, or valve. Attachment materials include but, are not limited to cross arm bracing, insulators, avian equipment, miscellaneous hardware (as defined below), fittings, racks, ladders, encasements, guy wire, strand, conductors, and tubing 0.75-inch or less in diameter.

4. Betterments - Any upgrading of the facility being relocated that is not attributable to the highway construction and is made solely for the benefit of and at the election of the utility (23 CFR 645.105). Betterments as part of a reimbursable Utility Agreement must be Buy American compliant.

5. Conductor - A material (specifically wires and cables) that allows the flow of energy including electricity, heat, data, audio/video transmission, etc.

6. Conductor Support Cables - Iron or steel cables that support conductor lines between towers or poles.

7. Fittings - Individual parts used to join, adjust or adapt a system of pipes including but not limited to elbows, tees, wyes, crosses, nipples, reducers, end caps, couplers, o-lets, transitions, connectors (steady state, seismic and flexible), unions, mechanical flanges (not permanently affixed to the pipe), bushings, ferrules, gaskets, O-rings, plugs or taps.

8. Girders - A load bearing beam or strut commonly taking the cross-sectional shape of a circle, square, rectangle, or an I, C, L, or Z, and assembled for the purpose of creating lattice towers, stand-alone platforms or transmission towers.

9. Housing Encasements - Include cabinets, housings, boxes, vaults, covers, shelves, and other items use to protect or house equipment or miscellaneous electronics.

10. Lattice Towers - A structure that is compiled of girders and is typically used in series to support conductor cables.

11. Maintenance - An action or application of materials necessary to keep a system functioning safely and at optimal capacity; general up-keep.

12. Miscellaneous Electronics - Manufactured products or assemblies consisting of many components such as electronic equipment, routers, switches, radios,

processors, power supplies, batteries, antennas, splice cases, pre-connected hubs and terminals, and cross-boxes.

13. Miscellaneous Hardware - An assembly of small parts that are compiled to form a finished product that is often used independently or as an attachment material, including but not limited to, locks, switches, cutouts, regulators, gauges, meters, barometers, strainers, filters, pilots, arrestors, insulators, ball bearings, dampeners, needle valves, braces, pipe supports, actuators, motors and pumps.

14. Permanent Installation - Is the final location and final installation of the materials as defined on the plans or in the specifications. No further adjustments or relocations are necessary to accommodate the final transportation project improvements.

15. Stand-alone Platforms - A structure that is compiled of girders and is used to permanently hold or support large equipment.

16. Temporary Utility Relocation - A temporary utility relocation is generally subject to the schedule necessary to accomplish the scope of the project as defined by the NEPA document. A temporary utility relocation is one that is needed to allow the project to proceed, but is not required to remain in its relocation upon completion of the project. For example, if the scope of the project requires the sequential completion of six separate construction contracts, theoretically a temporary utility relocation could remain in place prior to commencement of the first construction contract and extend beyond completion of the sixth construction contract prior to its final placement. A temporary utility relocation can also be established if the contract specification or plans require that the steel or iron material used on the project either must be removed at the end of the project or may be removed at the contractor's convenience.

F. Exceptions from Buy America Provisions

1. Buy America does not apply to existing utility materials which are relocated from one location to another within the project limits.

2. If the utility chooses not to subject betterment materials to Buy America provisions, then the betterment must be excluded from the utility agreement or contract that includes work eligible for Federal-aid.

3. Buy America does not apply to any materials required for maintenance and temporary installations.

4. Buy America does not apply to any materials necessary to repair equipment that was discovered or damaged during construction and requires immediate action to restore to safe conditions or to minimize adverse public impact.

5. Buy America does not apply if the utility relocation effort is not eligible for reimbursement.

END OF SUPPLEMENTARY GENERAL CONDITIONS

Technical Specifications

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SECTION 01011

SITE CONDITIONS

PART 1: GENERAL

1.01 SITE INVESTIGATION AND REPRESENTATION

A. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site; the conformation and conditions of the ground: the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract.

B. The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from other work performed in the area, as well as from information presented herein as a part of these Contract Documents. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work. Neither the Owner nor the Engineer assume responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner or the Engineer.

C. Any ground profiles shown on the Plans were plotted from field and/or aerial surveys.

1.02 RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

A. Known utilities and structures adjacent to or encountered in the work are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner or the Engineer for their accuracy or completeness.

B. Neither the Owner nor his officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

C. The Contractor shall at all times provide unobstructed access to fire hydrants, underground conduit, manholes, and water or gas valve boxes.

D Where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his operations are adjacent to or near railway, telegraph, telephone, television, power, oil, gas, water, sewer, irrigation, or other systems, no operations shall be commenced until the Contractor has made all arrangements necessary for the protection of these utilities and services.

E. The Contractor shall notify all utility offices that are affected by the construction operation at least 5 days in advance of commencing construction operations. The Contractor shall not expose any utility without first obtaining permission from the affected agency. Once permission has been granted, locate and, if necessary, expose and provide temporary support for all existing underground utilities in advance of operations.

F. The Contractor shall be solely and directly responsible to the Owners and operators of such utility properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions. or claims of any character brought because of any injuries or damage that may result from the construction operations under this Contract.

G. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, the Contractor shall promptly notify the proper authority and cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any water or utility service be allowed unless prior approval is granted by the owner of the utility.

H. The Contractor shall replace, at his own expense, any and all other existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents.

I. Where existing utility lines or structures are so located as to physically conflict with utility lines to be constructed under this Contract, the utility line shall be adjusted as directed by the Engineer to relieve the conflict. Such relocations shall be considered as required by this CONTRACT with no additional payment except to adjust for actual unit quantity installed as indicated by individual bid items listed in the proposal.

J. The Contractor shall give immediate notice to the Engineer, the Owner and the owner of the utility (where applicable) when a physical conflict is determined to exist. Any delays resulting from the required relocations of the utilities are the responsibility of the Contractor.

K. Where existing utility lines or structures are so located as to interfere with the Contractor's prosecution of the work, but do not physically conflict with completed valves, fire hydrants or other improvements to be constructed under this Contract, any modification, alteration, or relocation of interfering utility, either permanent or temporary, shall be accomplished at the expense of the Contractor.

L. The contractor shall give immediate notice to the Engineer and the Owner of the utility when an interference is determined to exist and shall obtain approval to relocate such utility or to discontinue service therein from the Engineer and the owner of the utility. The owner of the utility shall have the right to do all work required to discontinue, relocate, and replace interfering utilities and charge the Contractor for all costs thereof. When approved by the Engineer and the owner of the utility, all work required to discontinue, relocate, and replace interfering utilities may be done by, or arranged for, by the Contractor. All such discontinuance, relocation, and replacement shall be accomplished in accordance with all requirements of the owner of the utility.

M. When notified by the Contractor that an interference or conflict has been determined to exist, the Engineer will determine whether such interference shall be considered as required by construction or as incidental to construction.

1.03 INTERFERING STRUCTURES

A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the Plans. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented as a guide to avoid known possible difficulties.

B. Protect existing structures from damage, whether or not they lie within the right-of-way or the limits of the easements obtained by the Owner. Where existing structures must he removed to properly carry out the work, or are damaged during the work, they shall be restored at the Contractor's own expense to at least their original condition and to the satisfaction of the Engineer.

C. The Contractor may, with the approval of the Engineer and without additional compensation, remove and replace in a condition as good as or better than original, any small interfering structures such as fences and signposts that interfere with the Contractor's operations.

1.04 FIELD RELOCATION

A. During the progress of the work, minor relocations of the work may be necessary. Such relocations shall be made only by direction of the Engineer. If existing structures are encountered that will prevent construction as shown,

notify the Engineer before continuing with the work in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If the Contractor should fail to notify the Engineer when an existing structure is encountered and proceeds with the work despite this interference, he shall be responsible for any damage that may occur.

1.05 LAND MONUMENTS

A. The Contractor shall preserve or replace any existing Federal, State, County, City, and private land monuments encountered. All monument replacement by the Contractor shall be performed by a land surveyor licensed in the State of Texas.

1.06 CONSTRUCTION PHOTOGRAPHS

A. The term “photograph” as used herein refers to a photographic view, including similar exposures taken to assure the usefulness of the photographic record, All photographs shall be taken in color, not black and white.

B. The Contractor shall provide photo documentation of the existing conditions prior to start of construction. The same views shall be rephotographed upon completion of all construction activities. One copy of this documentation shall be provided to the engineer. Detailed video tape is the preferred method for documenting the existing conditions.

1.07 PAYMENT

A. The work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices specified in the Bid Form.

END OF SECTION

SECTION 01014

PROTECTION OF THE ENVIRONMENT

PART 1: GENERAL

1.01 SCOPE OF WORK

A. The General Contractor in executing the work, shall maintain all work areas on and off the site free from environmental pollution that would be in violation of any Federal, State, or local regulations. It important to note that this work shall include all work related to NOA/SWPP required submittals and costs. The Contractor is instructed to include cost of the NOA/SWPP requirements as part of the unit cost of the water line since it will be considered incidental to the construction of the water line.

1.02 PROTECTION OF WATERWAYS

A. The Contractor shall observe the rules and regulations of the State of Texas and agencies of the U.S. Government prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

B. Contractors are specifically cautioned that disposal of materials into any waters of the State must conform with the requirements of the Texas Commission on Environmental Quality, and an applicable permit from the U.S. Army Corps of Engineers.

C. The Contractor shall be responsible for providing holding ponds or an approved method which will handle, carry through, or divert around his work all flows, including storm flows and flows created by construction activity, so as to prevent silting of waterways or flooding damage to the property or adjacent properties.

1.03 DISPOSAL OF EXCESS EXCAVATION AND OTHER WASTE MATERIALS

A. Excess excavated material not required or suitable for backfill and other waste material must be disposed of at sites approved by the Owner and Engineer.

B. Unacceptable disposal sites, include, but are not limited to, sites within a wetland or critical habitat and sites where disposal will have a detrimental effect on surface water or groundwater quality.

C. The Contractor may make his own arrangements for disposal subject to submission of proof to the Engineer that the owner(s) of the proposed site(s)

has a valid fill permit issued by the appropriate governmental agency and submission of a haul route plan including a map of the proposed route(s).

D. The Contractor shall provide watertight conveyance of any liquid, semi-liquid, or saturated solids which tend to bleed or leak during transport. No liquid loss from transported materials will be permitted whether being delivered to the construction site or being hauled away for disposal. Fluid materials hauled for disposal must he specifically acceptable at the selected disposal site.

1.04 PROTECTION OF AIR QUALITY

A. Air pollution shall be minimized by wetting down bare soils during windy periods, by requiring the use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and by encouraging the shutdown of motorized equipment not actually in use.

B. Trash burning will not be permitted on the construction site.

C. If temporary heating devices are necessary for protection of the work, such devices shall be of a type that will not cause pollution of the air.

1.05 USE OF CHEMICALS

A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture or any other applicable regulatory agency. Use of all such chemicals and disposal of residues shall be in conformance with the manufacturer's instructions.

1.06 NOISE AND DUST CONTROL

A. The Contractor shall so conduct all his operations that they will cause the least annoyance to the residents in the vicinity of the work, and shall comply with all applicable local ordinances. The compressors, hoists, and other apparatus shall be equipped with such mechanical devices as may be necessary to minimize noise and dust. Compressors shall be equipped with silencers on intake lines. All gasoline or oil operated equipment shall be equipped with silencers or mufflers on intake and exhaust lines. The operation of dumping soils and of carrying excavated material away in trucks shall be so conducted as to cause a minimum of noise and dust. Vehicles carrying soil, concrete, or other material shall be routed over such streets as will cause the least annoyance to the public and shall not be operated on public streets between the hours of 6 p.m. and 7 a.m. or on Sundays or legal holidays unless approved by the Engineer,

B. All unpaved streets, roads, detours, or haul roads used in the construction area shall be given an approved dust-preventive treatment or periodically watered to prevent dust. Applicable environmental regulations for dust prevention shall be strictly enforced.

1.07 NIGHTTIME WORK

A. If the Contractor desires to execute any work between the hours of 6 p.m. and 7 a.m., he shall notify the Engineer in writing at least 48 hours before the intended start of such work. The Contractor shall acquire any necessary permits associated with night work and comply with all permit conditions and all laws and ordinances relating to night work. North Alamo Water Supply Corporation shall approve in writing any work outside of workdays between 7 a.m. and 6 p.m. at least 24 hours in advance of scheduled work.

1.08 PAYMENT

A. The work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices specified in the Bid Form.

END OF SECTION

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SECTION 01035

CONTROL OF WORK

PART 1: GENERAL

1.01 EQUIPMENT

A. The Contractor shall furnish equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Agreement. If at any time the equipment appears to the Engineer to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character or increase the equipment, and the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his obligations to secure the quality of work and rate of progress required.

1.02 PRIVATE LAND

A. The Contractor shall not enter or occupy private land outside of easements, except by written permission of the respective landowner.

B. The contractor is to notify landowners in the areas where the waterlines run in easements. The contractor will notify these landowners prior to starting the project via a registered letter. The Engineer will provide the contractor with all of the names and addresses of the landowners. The contractor will be required to submit to the Engineer the stub of the registered letter as proof of notification. During construction, the contractor will attempt to notify the landowner by personal visitation or telephone call two days prior to moving onto an easement provided by the landowner.

1.03 PIPE LOCATIONS

A. Pipelines shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

1.04OPEN EXCAVATIONS

A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access during construction shall be removed when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of the open trench, prohibiting stacking excavated material in the street, and requiring that the trench shall not remain open overnight.

B. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.

1.05 TEST PITS

A. Test pits for the purpose of locating underground pipelines or structures in advance of the construction shall be excavated and backfilled by the Contractor at the direction of the Engineer. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Engineer.

1.06 MAINTENANCE OF TRAFFIC

A. Unless permission to close a street or driveway received in writing from the proper authority, all excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary ways, erect wheel guards or fences, or take other measures for safety satisfactory to the Engineer.

B. Detours around construction will be subject to the approval of the proper authority and the Engineer. Where detours are permitted, the Contractor shall provide all necessary barricades and signs as required to divert the flow of traffic. While traffic is detoured, the Contractor shall expedite construction operations and periods when traffic is being detoured.

C. The Contractor shall take precautions to prevent injury to the public due to open trenches. Night watchmen may be required where special hazards exist, or police protection provided for traffic while work is in progress. The Contractor shall be fully responsible for damage or injuries whether or not police protection has been provided.

1.07 BLASTING

A. No blasting will be allowed on this project.

1.08 CARE AND PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in some other manner acceptable to the Engineer. Damage to crops is specifically included. When damage to crops is unavoidable, whether it be inside the easement or not, the contractor shall make payment to the farmer for the lost revenue resulting from the destruction of the crop.

1.09 MAINTENANCE OF FLOW

A. The Contractor shall, at his own cost, provide for the flow of sewers, drains and water courses interrupted during the progress of the work, and shall immediately cart away and remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer well in advance of the interruption of any flow.

1.10 COOPERATION WITHIN THIS CONTRACT

A. The Contractor shall cooperate with Subcontractors or trades, and shall assist in coordinating the work of other trades where necessary or required.

B. Cutting and patching. drilling and fitting shall be carried out where required by the Contractor and his subcontractor having jurisdiction, unless otherwise indicated herein or directed by the Engineer.

1.11 CLEANUP

A. During the course of the work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

1.12 PAYMENT

A. Payment for the work in this Section will be included as part of the total lump sum or appropriate unit prices stated in the Bid Form,

END OF SECTION

SECTION 01311

SCHEDULE AND SEQUENCE OF CONSTRUCTION

PART 1: GENERAL

CONSTRUCTION SCHEDULING GENERAL. PROVISIONS

A. No work shall be done between 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or legal holidays without the written permission of the owner. Emergency work may be done without prior permission, however, notification is required,

B. Night work may be established by the Contractor as regular procedure with the written permission of the Owner. Such permission, however, may be revoked at any time by the Owner if the Contractor fails to maintain adequate lighting equipment, and supervision for the proper prosecution and control of the work at night, or if the off-site effects of night construction are deemed by the Owner to be unacceptable.

C. The Contractor shall be fully responsible for providing all temporary piping, plumbing, electrical hook-ups, heating, ventilating, air conditioning, lighting, temporary structures, and such other items required. All details of temporary piping and temporary construction are not indicated in the Plans or these Specifications. However, this does not relieve the Contractor of the responsibility to provide the necessary facilities.

1.02 PROGRESS OF THE WORK

A. The work shall be started within 15 days following the effective date of the Agreement, and the work shall be executed with such progress as may be required to prevent any delay to the general completion of the project. The work shall be executed at such times and in or on such parts of the project, and with such personnel, materials, and equipment to assure completion of the work in the time established by the Agreement.

B. If the Contractor for his convenience and at his own expense, should desire to carry on his work at night or outside regular hours, he shall submit written notice to the Engineer and he shall allow ample time for satisfactory arrangements to be made for inspecting the work in progress. The Contractor shall pay the expenses for extra inspection required for work outside regular hours. Normal working hours for this purpose are Monday through Friday 7:00 A.M. to 6:00 P.M. The Contractor shall light the different parts of the project as required to comply with all applicable Federal and State regulations and with all applicable requirements of North Alamo Water Supply Corporation.

1.03 CONSTRUCTION SCHEDULE

A. The Schedule shall include as a minimum, the earliest starting and finish dates, and latest starting and finish dates, and the total float for each task or item. The Contractor shall update (monitor) the schedule at least monthly and shall submit to the Engineer each month a copy of the updated schedule at the same time the pay estimate is prepared. The Schedule shall contain all of the items of the Periodic Estimate and Pay Schedule.

While the Contractor bears full responsibility for scheduling all phases and stages of the work to insure its successful prosecution and completion within the time specified in accordance with all provisions of these Specifications, the Contractor is specifically required to complete fully or complete such stages of work to enable his subcontractors and suppliers to complete their work within the respective times specified.

B. If the Engineer determines that operations are falling behind schedule at any time during the construction period, the Owner may require the Contractor to add to his equipment and/or construction forces, including increases in working hours, in such quantities as are required to bring operations back on schedule. Upon receipt of written communication from the Owner requiring such addition, the contractor shall furnish same at no additional cost to the Owner, including cost of additional inspection forces.

1.04 PRECONSTRUCTION CONFERENCE

A. A preconstruction conference shall be held as soon as possible after Award of Contract and before work is started. The conference will be held at a location selected by the Owner. The conference will be attended by:

1. Contractor's Office Representative.

2. Contractor's General Superintendent.

3. Any subcontractors' or suppliers- representatives whom the Contractor may desire to invite or the Engineer may request.

4. Engineer's Representatives.

5. Owner's Representatives.

6. Such other individuals that the Engineer may invite.

B. A suggested format would include but not be limited to the following subjects:

1. Check of required bonds and insurance certifications,

2. Liquidated damages.

3. Shop drawing submittal and approval procedure.

4. Chain of command, direction of correspondence, and coordinating responsibility between Contractors.

5. Request for periodic job meetings for all involved.

6. Introduction of the key project personnel.

7. Equal opportunity requirements.

8. Laboratory testing of material requirements.

9. Inventory of material stored on site provisions.

10. Progress estimate and payment procedure.

11. Discussion of Contractor's Safety program.

C. The Engineer will preside at the conference, prepare the minutes of the meeting and distribute copies of same to all participants who so request by fully completing the attendance form to be circulated at the beginning of the conference.

1.05 CONSTRUCTION SEQUENCE

A. Certain features have been included in this project to facilitate construction, and certain observations have been made concerning construction methods which may have to be used to complete the work within the time constraints set in these documents. However, proper construction scheduling and completion of the work within the established contract time shall remain the sole responsibility of the Contractor.

END OF SECTION

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SECTION 01665

TRENCH SAFETY SYSTEM

PAR T 1: GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, and equipment and perform all operations to plan, design, construct, install, maintain, monitor, modify as necessary, and remove upon completion, a Trench Safety System as specified herein.

B. The requirements of this section apply to all trenches that exceed five feet in depth, as measured from the ground surface to the highest side of the trench to the trench bottom.

C. All applicable and non-conflicting portions of Section 02221 -Trenching, Backfilling and Compacting apply as appropriate to provide a proper and complete system.

1.02 RELATED REQUIREMENTS

A. Section 01015: Control of Work

B. Section 02221: Trenching, Backfilling and Compacting

C. State of Texas: HB 1569

D. United States Government: CFR Part 1926, Occupational Safety and Health Standards (OSHA), Subpart P - Excavations, Trenching and Shoring

PART 2: PRODUCTS

2.01 GENERAL

A. All materials and products incorporated into the Trench Safety System shall be suitable for their intended use shall meet all design criteria and parameters used by the Trench Safety System designer in designing the system and shall meet all applicable requirements of the OSHA regulations.

PART 3: EXECUTION

3.01 PROCEDURES

A. Prior to commencement of any trenching operation, but not later than 30 calendar days following the effective date of the Agreement, the Contractor shall submit a site specific Trench Safety System plan for all portions of the work having trenches deeper than five feet.

B. The plan shall be detailed to the extent that it shows the proposed limits (to the nearest foot) of the various types of trench safety systems the Contractor proposes to use.

C. The Contractor may rely on the published borings to the greatest extent possible in developing the plan.

D. After a review as to form only, without review for adequacy, by the Engineer and Owner's staff, the plan will be forwarded to the Owner and/or Project Representative for use in monitoring the Contractor's construction activities.

Contractor accepts sole responsibility for compliance with all applicable safety requirements. The review by the Engineer and Owner's staff is only for general conformance with State of Texas and OSHA safety standards. Release of the safety plan for use in monitoring construction activities does not relieve Contractor from any or all construction means, methods, techniques and procedures; and any property damage or bodily injury (including death) that arises from use of the trench safety plan, from Contractor's negligence in performance of contract work, or from Engineer's or Owner's failure to note exceptions to the safety plan, shall remain the sole responsibility and liability of the Contractor.

E. Changes in the trench safety plan after initiation of construction, either for the Contractor's convenience or in response to unforeseen or differing conditions; are not cause for extension of time or change order, and will require the same review process as the original plan.

3.02 METHODS

A. Contractors have two ways to meet OSHA Standards for trench safety and comply with the provisions of this section. The two methods are:

1. Use of a Trench Box.
2. Shoring, Sheeting and Bracing Methods.

B. Contractors electing to use a Trench Box shall include in the Trench safety Plan:

1. Physical dimensions, type and grade of materials, position in the trench, expected loads, strength of the box, and all associated design calculations

necessary to show that the proposed trench box is adequate for the trench conditions expected to be encountered.
2. Waiver of claim for delay cost.

C. Contractors electing to use Shoring, Sheeting and Bracing shall include in the Trench Safety Plan:

1. Dimensions, type and grade of materials of all uprights, stringers and cross braces and spacing of each required to meet OSHA Standards for trench safety and comply with the requirements of this section.
2. All associated design calculations necessary to show that the proposed system is adequate for the trench conditions expected to be encountered.
3. Waiver of claims for delay cost.

3.03 MEASUREMENT AND PAYMENT

A. The work specified in this Section shall be based on linear feet of trench protection as provided for in the Bid Form.

END OF SECTION

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SECTION 01700

CONTRACT CLOSE-OUT

PART 1: GENERAL

1.01 SCOPE OF WORK

A. This Section outlines the procedure to be followed in closing out the contract.

1.02 SUBSTANTIAL COMPLETION

A. The substantial completion date shall be established as stated in the Agreement.

1 03 FINAL CLEANING

A. At the completion of work and immediately prior to final inspection, cleaning of the entire project shall be accomplished according to the following provisions:

1. The Contractor shall thoroughly clean, sweep, wash, and polish all work and equipment provided under the Contract, including finishes. The cleaning shall leave the structures and site in a complete and finished condition to the satisfaction of the Engineer.

2. All Subcontractors shall similarly perform, at the same time, an equivalent thorough cleaning of all work and equipment provided under their contracts.

3. The Contractor shall remove all temporary structures and all debris, including all dirt, sand, gravel, rubbish and waste material. See Section 01510, Temporary Facilities and Utilities.

4. Should the Contractor not remove rubbish or debris, or not clean the buildings and site as specified above, the Owner reserves the right to have the cleaning done at the expense of the Contractor.

B. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturers.

D. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.

E. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces. Polish surfaces so designated to shine finish.

F. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.

G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly-painted surfaces.

1. 04 FINAL INSPECTION

A. After final cleaning and restoration and upon written notice from the Contractor that the work is completed, the Engineer will make a preliminary inspection with the Owner, and the Contractor present. Upon completion of this preliminary inspection, the Engineer will notify the Contractor, in writing, of any particulars in which this inspection reveals that the work is defective or incomplete.

B. Upon receiving written notice from the Engineer, the Contractor shall immediately undertake the work required to remedy deficiencies and complete the work to the satisfaction of the Engineer.

C. When the Contractor has corrected or completed the items as listed in the Engineer's written notice, he shall inform the Engineer, in writing, that the required work has been completed. Upon receipt of this notice, the Engineer, in the presence of the Owner, and the Contractor, will make his final inspection of the project.

D. Should the Engineer find all work satisfactory at the time of his inspection, the Contractor will be allowed to make application for final payment in accordance with the provisions of the General Conditions. Should the Engineer still find deficiencies in the work, the Engineer will inform the Contractor of the deficiencies and will deny the Contractor's request for final payment until such time as the Contractor has satisfactorily completed the required work.

1.05 FINAL SUBMITTALS

A. No application for final payment will be accepted until all submittals have been made and approved by the Engineer, including, but not limited to, the following:

1. Final shop drawings.

2. Project Record Documents

3. All interface information.

4. All Operation and Maintenance Manuals.

5. All required indices and schedules.

6. All Manufacturers' Certificates of Proper Installation.

7. All construction photographs, including those of the completed project.

8. All State and Federal required submittals.

1.06 ACCESSORY ITEMS

A. The Contractor shall provide to the Owner, upon acceptance of the equipment, all special accessories required to place each item of equipment in full operation. These special accessory items include, but are not limited to, the specified spare parts, adequate oil and grease as required for the first lubrication of the equipment, light bulbs, fuses, valve wrenches, handwheels, and other expendable items as required for initial startup and operation of all equipment.

1.07 GUARANTEES, BONDS, AND AFFIDAVITS

A. No application for final payment will be accepted until all guarantees, bonds, certificates, licenses, and affidavits required for work or equipment as specified are satisfactorily filed with the Engineer.

1.08 RELEASE OF LIENS OR CLAIMS

A. No application for final payment will be accepted until satisfactory evidence of release of liens has been submitted to the Owner as required by the General Conditions.

1.09 FINAL PAYMENT

A. Final payment will be made to the Contractor in accordance with the General Conditions.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

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SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1: GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change orders and other Modifications to the Contract.
5. Engineer's Field Orders or written instructions.
6. Approved Shop Drawings, Working Drawings and Samples.
7. Field Test records.
8. Construction photographs.

1.02 RELATED REQUIREMENTS

A. Section 01340: Shop Drawings, Working Drawings and Samples.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

B. Make documents and samples available at all times for inspection by the Engineer.

C. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated record documents for review by the Engineer and the Owner.

1.04 RECORDING

A. Label each document “PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.

1. Do not conceal any work until required information is recorded.

C. Drawings - Legibly mark to record actual construction:

1. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of pipe fittings, underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
2. Field changes of dimension and detail.
3. Changes made by Field Order or by Change Order.
4. Details not on original contract drawings.
5. Equipment relocation and piping.

D. Specifications and Addenda - Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.

2. Changes made by Field Order or by Change Order.

E. Shop Drawings (after final review and approval):

1. Five sets of record drawings for each piece of equipment, piping, electrical system and instrumentation system.

1.05 SUBMITTAL

A. At Contract close-out, deliver Record Documents to the Engineer for the Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Title and number of each Record Document.
5. Signature of Contractor or his authorized representative.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1: GENERAL

1.01 REQUIREMENTS INCLUDED

A. Compile all specified warranties and bonds.

B. Co-execute submittals when so specified.

C. Review submittals to verify compliance with Contract Documents.

D. Submit to the Engineer for review and transmittal to Owner.

1.02 RELATED REQUIREMENTS

A. Instructions to Bidders: Bid Bonds.

B. Conditions of the Contract: Performance Bond and Payment Bond.

C. Section 01700: Contract Close-out.

1.03 SUBMITTAL REQUIREMENTS

A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product or work item.

2. Firm, with name of principal, address and telephone number.

3. Scope.

4. Date of beginning of warranty, bond or service and maintenance contract.

5. Duration of warranty, bond or service maintenance contract.

6. Provide information for Owner's personnel:

a. Proper procedure in case of failure.
b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone number.

1.04 FORMS OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8-1/2 inches x 11 inches, punch sheets for standard 3-post binder.

a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title “WARRANTIES AND BONDS”. List:

a. Title of Project.
b. Name of Contractor.

C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2 inches.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.

B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment specified under Division 11, 13, 15 and 16 and which has a 1 HP motor or which lists for more than $1,000. The Engineer reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

END OF SECTION

SECTION 02100

SITE PREPARATION

PART 1: GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, equipment and incidentals required and perform clearing, grubbing and stripping of topsoil complete as specified herein.

1.02 CLEARING AND GRUBBING

A. Except as otherwise directed, cut, grub, remove and dispose of all trees, stumps, brush, roots and any other objectionable material within the limits defined on the Drawings. All stumps, brush and roots shall be grubbed and removed from areas to be occupied by the pipelines and any other areas to be stripped.

B. Areas outside the limits of clearing shall be protected and no equipment or materials shall be stored or allowed to damage these areas.

1.03 STRIPPING

A. Strip topsoil from all areas to be excavated or filled. Avoid mixing topsoil with subsoil and stockpile it in areas on the site as approved by the Owner. Topsoil shall be stockpiled free from brush, trash, large stones and other extraneous material and protected until it is placed. Any topsoil remaining after all work is completed shall be disposed of by the Contractor as directed by the Owner.

1.04 DISPOSAL OF MATERIALS

A. All tree trunks, limbs, roots, stumps, brush, foliage and other vegetation not stockpiled as specified above shall become the property of the Contractor and shall be removed and disposed of by him off the project site.

B. Burning will not be allowed on the site.

END OF SECTION

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SECTION 02112

REMOVAL OF UNDERGROUND NONFRIABLE ASBESTOS CEMENT PIPE

PART I - GENERAL

1.01 GENERAL:

A. Definitions-

"Friable" - material can be crushed, pulverized, or reduced to powder, when dry, by hand pressure.

"Non-friable"-material that cannot be crashed or pulverized under hand pressure.

B. This section specifies requirements for the removal of nonfriable asbestos-cement pipe during operations associated with the installation of new valves on the distribution system where existing AC pipes are likely to be encountered.

C. All asbestos cement pipe which is repaired or removed during construction is the sole responsibility of the Contractor. All removal, transportation and proper disposal shall be in strict accordance with all federal, state, and local requirements. This includes all safety equipment, training, and construction means and methods for working with AC pipe.

1.02 RELATED WORK:

A. Section 01011, SITE CONDITIONS

B. Section 01014, PROTECTION OF THE ENVIRONMENT

C. Section 01035, CONTROL OF WORK

D. Section 02221, TRENCHING, BACKFILLING, AND COMPACTING

1.03 SUBMITTALS:

A. The Contractor shall submit to the Engineer the first two listed items at least 14 days before work is to proceed. No asbestos pipe removal work activities shall commence until the Engineer reviews these items, unless otherwise waived.

Submittal No. 1

Plan of Action and Standard Operating Procedure: Submit a detailed plan of the procedures proposed for use in complying with all applicable regulations and the requirements of this specification.

Submittal No. 2

Name, location, and copies of applicable licenses for primary and secondary landfill for disposal of asbestos-containing or asbestos-contaminated waste.

Submittal No. 3

Within 30 days of receipt of asbestos waste at the approved landfill, the Contractor shall submit to the Engineer the original copy of the "Waste Shipment Record" acknowledging disposal of all associated waste material from the Contract showing delivery date, quantity, and appropriate signature of Contractor, transporter, and landfill's authorized representative.

1.04 GENERAL APPLICABILITY OF CODES, REGULATIONS AND STANDARDS:

A. All applicable federal, state and municipal codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith. All regulations by governing agencies in their most recent version are applicable. Provisions contained in this specification that are more stringent than applicable codes, regulations and standards shall govern for this project.

PART 2 - PRODUCTS

2.01 MATERIALS, TOOLS, AND EQUIPMENT:

A. Wetting Materials: For wetting before disturbance of asbestos-containing materials use either amended water or a removal encapsulant. The material must be odorless, non-flammable, non-toxic, non-irritating, and non-carcinogenic. It shall be applied as a mist using a low-pressure sprayer recommended by the manufacturer.

1. Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the asbestos containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.

2. Removal Encapsulant: Provide a penetrating type encapsulant designed specifically for removal of asbestos containing material. Use a material

which results in wetting of the asbestos-containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with one ounce of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.

B. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.

1. Bridging Encapsulant: An encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.

2. Penetrating Encapsulant: An encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.

3. Removal Encapsulant: A penetrating encapsulant specifically designed for removal of asbestos-containing materials rather than for in situ encapsulation.

C. Polyethylene Sheet: Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 mils thick as required, frosted or black as indicated.

D. Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive, which is formulated to aggressively stick to sheet polyethylene, is waterproof, and will adhere to other materials.

E. Spray Cement: Provide spray adhesive in aerosol cans that is specifically formulated to stick tenaciously to sheet polyethylene.

F. Waste Containers: Provide 6 mil thick leak-tight polyethylene bags labeled as follows:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

If the waste material contains sharp edges or may otherwise puncture polyethylene bags, provide properly labeled drums or other closed containers for storage, transportation, and disposal.

G. Warning Signs And Labels: Shall comply with 29 CFR 1926.59(k), and all other federal, state, or local codes and regulations.

PART 3 -EXECUTION

3.01 GENERAL

A. Nonfiriable asbestos cement pipe shall be handled, transported, and disposed of in a way that prevents it from becoming friable and releasing asbestos fibers. AC pipe cannot be shattered, crumbled, pulverized, sanded, chipped, or ground.

B. Nonfriable AC pipe may not be used as fill; it shall be disposed of at a landfill that is state approved to accept asbestos waste. Landfills may require special packaging and labeling in order to accept the AC pipe.

C. AC pipe shall not be removed from the excavation if it is not necessary to disturb it during the installation of the new valves. This project has specifically targeted the use of “InsertValve” as manufactured by TEAM Industrial Services in order to minimize the disturbance of the AC pipe. Coupons cut with the tapping are to be double bagged, labeled, and disposed at a permitted landfill in accordance with these specifications and all federal, state, and local requirements.

D. AC pipe shall never be handled unless it is wet. Dry pipe shall be wet down with a suitable wetting material prior to handling it.

3.02 AC PIPE REMOVAL DURING EXCAVATION:

A. This section is provided for removal of AC pipe in excavation areas.

B. Removal of Non-Friable Asbestos Materials:

1. Carefully excavate, by hand, a sufficient area around the pipe to perform the work. Any asbestos debris that is present or generated by these activities will be promptly wetted and placed into 6-mil asbestos waste bags before continuing with the work.

2. Once excavation is complete, place one layer of 6-mil polyethylene sheeting on sidewalls and bottom of trench under the AC pipe to be removed.

3. Thoroughly encapsulate AC pipe with an acceptable penetrating encapsulant per manufacturer guidelines.

4. Remove AC pipe as follows:

Cut sections of pipe will be removed from the trench and immediately wrapped and sealed in two layers of 6-mil asbestos waste bags. Packaged waste will then be placed into acceptable waste transportation vehicle. Whenever possible, the Contractor will limit cutting of asbestos cement materials and dismantle materials in intact sections. Removal should be up to Contractor's means and methods in accordance with applicable laws and regulations.

3.03 AC PIPE DISPOSAL PROCEDURES

A. The Contractor shall package, label, and remove all AC pipe as specified below. Packaging shall be accomplished in a manner that minimizes waste volume, but insures waste containers shall not tear or break. Transportation and disposal of the containerized waste at an approved landfill shall be the responsibility of the Contractor.

B. Waste Labeling:

1. Warning labels, having waterproof print and permanent adhesive in compliance with OSHA, EPA and Department of Transportation requirements shall be affixed to or printed on the sides of all waste bags or transfer containers. Warning labels shall be conspicuous and legible.

2. In compliance with NESHAPS, 40 CFR, Part 61.150, all waste containers or bags shall be labeled with the following generator information:

    a. Name of waste generator.

    b. Location where waste was generated.

END OF SECTION

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SECTION 02221

TRENCHING, BACKFILLING, AND COMPACTING

PART 1: GENERAL

1. 01 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to perform all excavation, backfill, fill, and grading required to complete the work shown on the Drawings and specified herein. The work shall include, but not necessarily be limited to, excavation for pipelines, vaults, ducts, pipes all backfilling and fill disposal of waste and surplus materials and, all related work such as sheeting, bracing, and pumping.

1.02 PROTECTION

A. Sheeting and Bracing in Trenches

1. The Contractor shall furnish, put in place, and maintain such sheeting and bracing as may be required to support the sides of excavations to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction, and to protect adjacent structures from undermining or other damage. If the Owner is of the opinion that at any points sufficient or proper supports have not been provided, he may order additional supports put in at the expense of the Contractor, and compliance with such order shall not relieve or release the Contractor from his responsibility for the sufficiency of such supports. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed they shall be immediately filled and rammed.

2. The Contractor shall leave in place, to be embedded in the back-fill, all sheeting and bracing which the Owner may direct him in writing to leave in place at any time during the progress of the work for the purpose of preventing injury to structures, utilities, or property, whether public or private. The Owner may direct that timber used for sheeting and bracing be cut off at any specified elevation.

3. All sheeting and bracing not left in place shall be carefully removed in such manner as not to endanger the construction or other structures, utilities, or property. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools especially adapted to that purpose, or otherwise as may be directed.

4. The right of the Owner to order sheeting and bracing left in place shall not be construed as creating any obligation on his Part to issue such orders. Failure to exercise this right shall not relieve the Contractor from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise growing out of a failure on the part of the Contractor to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.

5. No wood sheeting is to be withdrawn if driven below mid-diameter of any pipe, and under no circumstances shall any wood sheeting be cut off at a level lower than one foot above the top of any pipe.

B. Control of Groundwater Level

1. The Contractor shall maintain the groundwater level at or below the subgrade level so that all bedding material and pipe can be placed on a dry, firm subgrade. There will be no separate payment for the control of groundwater. Control of groundwater will be considered incidental to construction.

2. Flotation shall be prevented by the Contractor by maintaining a positive and continuous operation of the dewatering system. The Contractor shall be fully responsible and liable for all damages which may result from failure of this system.

3. Drainage water shall be disposed of in a manner approved by the Owner so that flow or seepage back into the excavated area will be prevented.

4. Removal of dewatering system shall be accomplished after the dewatering system is no longer required: The material and equipment constituting the system, including observation wells, shall be removed by the Contractor.

1.03 RELATED REQUIREMENTS

A. Section 01665: Trench Safety System

PART 2: PRODUCTS

2.01 General

A. Pipeline trenches shall be backfilled with designated materials to the level of the original ground surface, to the underside of the ground base course, to the finished grade, or as shown on the Plans. Before backfilling, the trench shall be cleared of all timber and debris. Backfill shall be compacted to a minimum of 95% density except as otherwise provided herein.

B. It is highly important that a dense, well-compacted backfill be placed around the pipelines. The contractor will be required to produce such a backfill under all circumstances. The materials used for the backfill, the amount of thereof, and the manner of deposition shall be subject to the approval of the Engineer, but the contractor will be held responsible for any displacement or instability of the pipeline or any damage to the coating caused by improper installation of backfill materials. No material shall be used for trench backfill, which, for any reason cannot be compacted to the degree specified.

C. For these specifications, backfill shall be divided into two (2) categories: Bedding and Upper Level Backfill. Bedding shall be defined as that material supporting and extending six inches above the top of the pipe. Where concrete is specified to cover the pipe, the top of the concrete shall be considered as the top of the bedding. Upper zone backfill shall be defined as that material placed in the trench from the top of the bedding to the upper limit of backfill required.

2.02 Bedding

A. If soft, spongy, unstable, or other similar material is encountered upon which the bedding material is to be placed, this unsuitable material shall be removed to a depth ordered by the Engineer and replaced with bedding material suitably densified. Additional bedding so ordered, over the above amount required by the plans or specifications, will be paid for as provided in the General Conditions. If the necessity for such additional bedding materials has been caused by an act or failure to act on the part of the Contractor, or is required for the control of ground water, the Contractor shall bear the expense of the additional excavation and bedding.

B. Bedding material shall first be placed, such that a firm, stable and uniform support is provided for the full length of the pipe. Bell holes shall be provided at each joint to permit proper joint assembly. Then the haunching and initial backfill shall be placed to 6” above the top of the pipe. Alternate methods of pipe laying which are recommended by the pipe manufacturer may be used if approved by the Engineer.

C. Except where otherwise specified, the material for the bedding envelope shall be a bank sand having a plasticity index of less than 12. The Contract must submit a small sample of the material to the Engineer for approval.

2.03 Upper Level Backfill or Final Backfill

A. Backfill material for the upper level of final backfill zone of the pipe trench may include the excavated soil materials. The backfill shall have sufficient fines for compaction purposes and should have a Plasticity Index (P.I.) not exceeding 25 as determined by ASTM D4318-83. When the pipeline is installed across county the upper level backfill may be compacted by ponding or jetting. When

the pipeline is under pavement or drives, the upper level backfill shall be placed in six inch lifts that are compacted to ninety-five percent (95%) of the maximum dry density as determined by ASTM D 698-78 at a moisture content from minus one to plus two percent of the optimum moisture content as provided for in the plans..

2.04 Stabilized Backfill

A. Stabilized backfill material shall consist of a mixture of the dry constituents described for "Concrete" (in this section) except that the cement content shall be reduced to two (2) sacks per cubic yard. The cement and aggregates shall be thoroughly dry-mixed with no water added to them except as may be specifically directed and instructed by the Owner at the time and site of placement.

2.05 Concrete

A. Concrete for thrust blocking, concrete encasement, and concrete retards (or pipe collars).

1. Concrete shall be of Portland cement, fine aggregate, coarse aggregate, water and admixtures as specified and shall be ready-mixed, or transit-mixed concrete produced by a plant acceptable to the Engineer. All constituents, including admixture, shall be batched at the central batch plant.

2. Reinforced concrete shall conform to ACI specification 318.

3. The following limiting strengths, water contents and cement factors shall apply.

Minimum Comp. Strength (psi at 28 days)	Maximum Water Content* (gals./100 lbs.)	Net Minimum Cement Factor** (100 lbs./c.y.)
2500	7.5	4.5

* Maximum: decrease if possible. This represents total water in mix at time of mixing, including free water on aggregates and water in admixture solution.

** Minimum: increase as necessary to meet other requirements. These cement factors apply to “controlled" concrete subject to specific inspection.

4. Minimum cement content or combined cement plus fly ash content when fly ash is used for performance and longevity shall be as shown in Table A.

The Contractor shall increase cement content or the combined cement plus fly ash content, when fly ash is used, as required to meet strength requirements. The amount of fly ash used shall not exceed 25 percent or be less than 15 percent of the total weight of fly ash plus cement.

5. When high early-strength Portland cement is permitted, the same strength requirements shall apply except that the indicated strengths shall be attained at seven (7) days instead of twenty-eight (28) days.

6. If, during the progress of the work, it is impossible to secure concrete of the required workability and strength with the materials being furnished, the Owner may order such changes in proportions or materials, or both, as may be necessary to secure the desired properties. All changes so ordered shall be made at the Contractor's expense.

7. If, during the progress of the work, the Contractor desires to use materials other than those accepted (originally), or if the materials from the sources originally accepted change in characteristics, the Contractor shall, at his expense, have made new acceptance tests of aggregates and establishment of new basic mixtures by the acceptable testing laboratory being employed on the work.

8. Consistency of the concrete as measured by the ASTM Designation C143 shall be 1 to 4 inches slump.

9. Concrete shall be of such consistency and mix composition that it can be readily worked into the corners and angles of the forms and around the reinforcement, inserts, and wall castings without permitting materials to segregate or free water to collect on the surface, due consideration being given to the methods of placing and compacting.

10. The entrained air, as measured by the Pressure Method, ASTM C231, shall be 3.5% - 5.0%.

11. Cement for all cast-in-place concrete shall be a domestic Portland cement ASTM C150 Type I mixed with fly ash free from injurious water soluble salts or alkalis. High early strength cement may only be used with written approval of the Owner. Air entraining cements shall not be used. Cement brands shall be subject to approval of the Owner

12. Aggregates

    a. Fine aggregate shall consist of washed inert natural sand conforming to the requirements of ASTM Specification C33, and the following detailed requirements:

Sieve	Percent Passing
3/8 in.	0
No. 4	95 to 100
No. 8	80 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10
Fineness Module	2.60-3.00
Organic	See Plate 2, ASTM C33
Silt	2.0% maximum
Mortar Strength	95% minimum as per ASTM C87 Section 10
Soundness	8% maximum loss, using magnesium sulfate, subjected to 5 cycles

b. Coarse aggregate shall consist of well-graded crushed stone or washed gravel conforming to the requirements of ASTM Specification C343 and the following detailed requirements.

Sieve	Retained
Organic	See Plate 1, per ASTM C33
Silt	1.0% maximum
Soundness	8% maximum loss, using magnesium sulfate, subjected to 5 cycles

c. The following designated sizes of aggregate shall be the maximum employed in concrete.

2-in. for plain concrete
1-in. for reinforced sections 10-in and over in thickness
3/4-in. for reinforced sections less than 10-in. thickness

The "Designated Size" and the corresponding gradations shown represent the end or combined gradation of the coarse aggregate to be used in the final concrete.

13. Water

a. Water shall be clean and free from injurious amounts of oils, acid, alkali, organic matter, or other deleterious substances.

PART 3: EXECUTION

3.01 TRENCH EXCAVATION AND BACKFILLING

A. Trench Depth. This Section applies to all trenches. For trenches greater than 5 feet deep refer to Section 01665 - TRENCH SAFETY SYSTEM for special trench safety requirements. Depth of trench as used herein means from natural ground at the highest side of the trench to bottom of trench.

B. Excavation for all trenches required for the installation of pipes and ducts shall be made to the depths indicated on the Drawings and in such a manner and to such widths as will give suitable room for laying the pipe or installing the ducts within the trenches, for bracing and supporting, and for pumping and drainage facilities and the bottom of the excavations shall be firm and dry and in all respects acceptable to the Owner.

C. Where pipe or ducts are to be laid in coarse sand or gravel bedding or encased in concrete, the trench may be excavated by machinery to just below the designated subgrade provided that the material remaining in the bottom of the trench is no more than slightly disturbed.

D. Where pipe or ducts are to be laid directly on the trench bottom, the lower part of the trenches shall not be excavated to grade by machinery, the last of the material being excavated manually in such a manner that will give a flat bottom true to grade so that pipe or duct can be evenly supported on undisturbed material. Bell holes shall be made as required.

E. Backfilling over ducts shall begin as soon as practicable after the pipe has been laid, jointed and inspected and the trench filled with coarse sand or gravel as shown on the plans.

F. Backfilling over ducts shall begin not less than three days after placing concrete encasement.

G. After the bedding has been placed, the initial backfill shall be placed to a depth of one foot over the top of the bedding material. Backfill shall be thoroughly compacted by hand-tamping as placed with at least one man tamping for each man shoveling material into the trench.

H. Where the pipes are laid cross country, the remainder of the trench shall be filled with backfill in layers not to exceed 3 ft and thoroughly compacted by rolling, ramming or puddling, as the Owner may direct, sufficiently to prevent subsequent settling. The backfill shall be mounded 6-in above the existing

grade or as directed. Wherever a loam or gravel surface exists prior to cross country excavations, it shall be removed, conserved, and replaced to the full original depth as part of the work under the pipe items. In some areas it may be necessary to remove excess material during the clean-up process, so that the ground may be restored to its original level and condition. If the Contractor prefers not to store loam or topsoil he shall replace it with loam or topsoil of equal quality and in equal quantity.

I. Where the pipes are laid in streets, or other existing or proposed paved areas, the remainder of the trench above the bedding shall be backfilled with select fill in 6 inch layers thoroughly compacted to 95% of maximum dry density as determined by TxDOT, TEX-113-E

J. Longitudinal thrust along pipeline of bends, tees, reducers, and caps or plugs shall be counteracted by thrust blocking and joint restraints (Mega-Lugs) as shown on the Drawings. Where the bends are in a vertical plane, the thrust shall be counteracted by enough weight of concrete, or lengths of restrained joints to counterbalance the vertical thrust forces. Where undisturbed trench walls are not available for thrust blocking, the Contractor shall furnish and install suitable pipe harnesses or ties designed and manufactured specifically for this purpose. Harnesses and/or ties shall be approved by the Owner.

K. Joints shall be protected by felt roofing paper prior to placing concrete.

L. Bearing area of thrust blocks shall be adequate to prevent any movement of the fitting and shall be of the size and dimensions as shown on the Drawings.

END OF SECTION

SECTION 15064

POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS

PART 1: GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, equipment, materials and incidentals required to install and test all PVC piping, fittings and appurtenances as shown on the Drawings and specified herein.

1.02 RELATED WORK

A. Trenching, Backfilling, and Compaction included in Section 02221.

B. Valves and Appurtenances are included in Division 15100.

1.03 SUBMITTALS

A. Submit Shop Drawings to the Engineer in accordance with the conditions of the Contract and Section 01340. Shop Drawings shall include a complete laying plan of all pipe with fittings, adapters, valves and specials shown and manufacturer's drawings and Specifications included. All of the above shall be submitted to the Engineer for approval before fabricating and shipping these items. The location of all pipes shall conform to the Contract Drawings. In some cases, however, a certain amount of flexibility in pipe position will be allowed where new pipes connect to existing piping.

B. Test certificates indicating that the pipe complies with the referenced standard Specifications shall be furnished to the Engineer prior to shipping any material to the job site.

1.04 INSPECTION

A. All pipe and fittings to be installed under this contract may be inspected at the site of manufacture for compliance with these Specifications by an independent laboratory selected by the Owner. The manufacturer's cooperation shall be required in these inspections. The cost of inspection of all pipe approved for this Contract, plus the cost of inspection of a reasonable amount of disapproved pipe, will be borne by the Owner.

PART 2: PRODUCTS

2.01 PIPE AND FITTINGS

A. PVC pipe and appurtenances sixty (60) inches in diameter or less but greater than four (4) inches in diameter shall be "Class" rated pipe meeting the requirements of AWWA C900-2016. Pipe shall be as called for on the Drawings and shall be Class 165, meeting requirements of Dimension Ratio (DR) 25. Each length of pipe shall be hydrotested to four times its class pressure by the manufacturer in accordance with AWWA C900. Pipe shall be listed by Underwriters Laboratories. Provisions shall be made for expansion and contraction of each joint with an elastomeric ring and shall have an integral thickened bell as part of each joint. Pipe shall be furnished in nominal lengths of approximately twenty (20) feet, unless other-wise directed by the Engineer. Pipe and accessories shall bear the NSF mark indicating its approval for potable water, pipe size, manufacturer's name, AWWA and/or ASTM Specification number, working pressure and production code. Pipe and couplings shall be made from Class 12454-A or Class 12454-B virgin compound, as described in ASTM D 1784. Pipe furnished shall be as manufactured by Diamond Plastics Corporation, North American Pipe Corporation, Pipe Life Jet Stream, Inc., or approved equal.

B. All fittings for class-rated PVC pipe shall be cast iron/ductile iron with mechanical joint and shall conform to AWWA C153 for cast iron/ductile iron fittings, unless otherwise directed by the Engineer. Joints shall be furnished complete with cast iron glands, high-strength cast iron alloy teehead bolts, hexagon nuts and rubber gaskets (one per joint) and all necessary joint materials. One extra gasket for every fifty joints or fraction thereof shall be furnished with the pipe and fittings. All bolts for joints shall be "Acipalloy," "Usalloy" or "Corten" bolts. Fittings furnished shall be as manufactured by U.S. Pipe and Foundry, American Cast Iron Pipe, Tyler Pipe or approved equal.

C. All water service tubing shall be polyethylene SDR-9, CST O.D. The tubing shall comply with ASTM D-2737 and shall be made from material having standard PE Code Designation PE 3408 and carrying NSF approval.

D. The pipe manufacturer shall supply all polyvinyl chloride accessories as well as any adapters and/or specials required to perform the work as shown on the Drawings and specified herein.

2.02 JOINTS

A. The PVC joints for pipe shall be of the push-on type so that the pipe and fittings may be connected on the job without the use of solvent cement or any special equipment. The push-on joint shall be a single rubber gasket joint designed to be assembled by the positioning of a continuous, molded rubber ring gasket in an annular recess in the fitting socket. Forcing the plain end of the entering pipe into the socket shall compress the gasket radially to the pipe to form a positive seal. The gasket and annular recess shall be designed and shaped so

that the gasket is locked in place against displacement as the joint is assembled. The rubber ring joint shall be designed for thermal expansion or contraction with a total temperature change of at least 75°F in each joint per length of pipe. The bell shall consist of an integral wall section with a solid cross-section elastomeric ring which shall meet requirements of ASTM D 1869. The thickened bell section shall be designed to be at least as strong as the pipe wall. Lubricant furnished for lubricating joints shall be non-toxic, shall not support the growth of bacteria, shall have no deteriorating effects on the gasket or pipe material and shall not impart color, taste, or odor to the water.

B. In addition to the thrust blocking required, M.J. retainer glands (Meg-A-Lugs) shall be used on all 90º bends, 45º bends, and fire hydrants. The restraints shall be the EBAA Iron Series 2000PV. No substitutions will be accepted.

C. Carrier pipes to be installed inside casings shall be installed with pipe restraints as manufactured by Uni-Flange at all pipe bell joints. This is in addition to the high density polyethylene casing spacers placed every 6 feet as show on the drawings. No substitutions will be accepted.

PART 3: EXECUTION

3.01 HANDLING PIPE AND FITTINGS

A. Care shall be taken in loading, transporting and unloading to prevent injury to the pipe or coatings. Pipe or fittings shall not be dropped. All pipe for fittings shall be examined before laying and no piece shall be installed which is found to be defective. Any damage to the pipe coatings shall be repaired as directed by the Engineer.

B. All pipe and fittings shall be subjected to a careful inspection.

C. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with a sound pipe in a satisfactory manner at no additional expense to the Owner. All pipe and fittings shall be thoroughly cleaned before laying, shall be kept clean until they are used in the work and when installed or laid, shall conform to the lines and grades required.

3.02 INSTALLATION

A. The installation of PVC pipe shall be in accordance with UNI-BELL Plastic Pipe Association Guide Specification UNI-B-3-76 and the manufacturer's instructions.

B. Cutting of pipe shall be done in a neat and workmanlike manner without damage to the pipe. Unless otherwise authorized by the Engineer, cutting shall be done by means of approved type mechanical cutters.

C. Placing and Laying: While suspended in the sling and before lowering into the trench, the pipe shall be inspected for defects. Defective, damaged or unsound pipe will be rejected and shall be removed from the site.

D. Deflections from a straight line or grade, as required by vertical curves, horizontal curves or offsets, shall not exceed 6/D inches per linear foot of pipe, where D represents the nominal diameter of the pipe expressed in inches. The Contractor shall provide special bends or a sufficient number of shorter lengths of pipe to provide angular deflections within the limit set forth, as approved by the Engineer. After placing a length of pipe in the trench, the spigot shall be centered in the bell and pipe pushed into position and then brought into the required alignment. Except where necessary in making connections with other lines, or as authorized by the Engineer, pipe shall be laid with the bells (or sockets) facing in the direction of laying.

E. Thrust Restraint: Fittings at bends in the pipe line shall be firmly blocked against the undisturbed vertical face of the trench, with concrete blocking and joint restraints as detailed, to prevent the fittings from being blown off the lines when under pressure. If the character of the soil is such that in the opinion of the Engineer the fittings cannot be securely blocked, or if requested by the Contractor and approved by the Engineer, metal harness may be used. Such harness shall be tie rods or clamps of adequate strength to prevent movement. Steel rods or clamps shall be galvanized or otherwise rustproofed, or shall be painted with acid-proof paint as directed by the Engineer and shall be encased in polyethylene film when exposed to corrosive soil conditions.

3.03 INSPECTION AND TESTING

A. All pipelines shall remain undisturbed for twenty-four hours to develop complete strength at all joints. All pipelines shall be subjected to a hydrostatic pressure test as specified herein. All leaks shall be repaired and lines retested until approved by the Engineer.

B. After the pipe is laid, the joints completed, and the trench backfilled, sufficiently to prevent flotation and/or buckling under pressure, the newly laid piping or any valved section of piping shall be subjected to a pressure test of 150 pounds per square inch for not less than two hours. The hydrostatic test pressure shall not vary by more than plus or minus 5 psi for the duration of the test. Cracked or defective pipe, fittings, valves, or faulty blocking disclosed in the pressure test shall be replaced by the Contractor with sound elements, and the test shall be repeated until the test results are satisfactory to the Engineer.

C. At a convenient time after normal working pressure has been on the new pipe or any valved section thereof for at least twenty-four hours, a leakage test under normal operating pressure of 90 psi shall be conducted by the

Contractor in the presence of the Engineer or his authorized representative. The Contractor will furnish gauges, meters, water, and will make all necessary taps at no separate cost to the Owner.

D. Leakage is defined as the quantity of water supplied into the newly laid pipe line or any valved section thereof necessary to maintain normal working pressure after the test section of the pipe line has been filled with water and the air expelled.

E. No pipe installation will be accepted until or unless the leakage under normal pressure on any test section is less than the allowable leakage as calculated by the following formula:

$$L = (SD\sqrt{P}) / 133,200$$

where L is the allowable leakage in gallons per hour, S is the length of pipeline tested in feet, D is the nominal diameter of the pipe in inches, and P is the average test pressure during the leakage tests in pounds per square inch gauge. The test pressure shall be 90 psi.

F. Should any test show a greater amount than the above specified, the Contractor shall, at his own expense, locate and stop leaks until the leakage is reduced to within the specified limits. All observed or otherwise known leaks shall be eliminated regardless of otherwise meeting the test requirements.

3.04 CHLORINATION OF POTABLE WATER PIPELINES

A. Before being placed in service, all new potable water pipelines shall be chlorinated in accordance with AWWA C651, “Standard Procedure for Disinfecting Water Mains.” The approval of the procedure by the Engineer shall be obtained in advance.

B. The location of the chlorination and sampling points shall be determined by the owner.

C. The general procedure for chlorination shall be first to flush all dirty or discolored water from the lines, and then introduce chlorine in approved dosages through a tap at one end, while water is being withdrawn at the other end of the line. The chlorine solution shall remain in the pipeline about 24 hours.

D. Following the chlorination period, all treated water shall be flushed from the lines at their extremities, and replaced with water from the distribution system. Bacteriological sampling and analysis of the replacement water may then be made by the Owner in full accordance with AWWA Specification C601.

Rechlorination will be required, if necessary and the line shall not be placed in service until the requirements of the Texas Natural Resource Conservation Commission are met.

E. Special disinfecting procedures shall be used in connections to existing mains, and where the method outlined above is not practical.

END OF SECTION

SECTION 15069

JACKING, BORING OR TUNNELING PIPE

PART 1: GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals necessary to install casing pipe by methods of jacking, boring or tunneling as shown on the plans and in conformity with the specification.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02221: Trenching, Backfilling and Compaction
B. Section 01665: Trench Safety System
C. Section 15063: Polyvinyl chloride (PVC) Sewer Pipe

PART 2: PRODUCTS

2.01 MATERIALS FOR CASING

A. Pipe casing will be steel, pipe of the size, type, and class specified on the plans, or other types as may be specified by the Engineer or designated on the plans.

PART 3: EXECUTION

3.01 JACKING

A. If the grade of the pipe at the jacking end is below the ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the jacking operations and for placing end joints of the pipe. Wherever end trenches are cut in the sides of the embankment or beyond it, such work shall be sheathed securely and braced in a manner satisfactory to the Engineer to prevent earth caving.

B. Where pipe is required to be installed under railroad embankments or under highways, streets, or other facilities by jacking or boring methods, construction shall be made in such a manner that will not interfere with the operation of the railroad, street, highway, or other facility, and shall not weaken or damage any embankment or structure. During construction operations, barricades and lights to safeguard traffic and pedestrians shall be furnished and maintained, as directed by the Engineer, until such time as the backfill has been completed and then shall be removed from the site.

C. Heavy duty jacks suitable for forcing the pipe through the embankment shall be provided. In operating jacks, even pressure shall be applied to all jacks used. A suitable jacking head, usually of timber and suitable bracing between jacks and jacking head shall be provided so that pressure will be applied to the pipe uniformly around the ring of the pipe. A suitable jacking frame or back stop will be provided. The pipe to be jacked shall be set on guides, properly braced together, to support the section of the pipe and to direct it in the proper line and grade. The whole jacking assembly shall be placed so as to line up with the direction and grade of the pipe. In general, embankment material shall be excavated just ahead of the pipe and material removed through the pipe, and the pipe forced through the embankment with jacks, into the space thus provided.

D. The Contractor shall furnish for the Engineer's approval, a plan showing his proposed method of handling, including the design for the jacking head, jacking support or back stop, arrangement and position of jacks, pipe guides, etc., complete in assembled position. The approval of this plan by the Engineer will not relieve the Contractor from his responsibility to obtain specified results.

E. The excavation for the underside of the pipe, for at least one third of the circumference of the pipe, shall conform to the contour and grade of the pipe. A clearance of not more than 2 inches may be provided for the upper half of the pipe. This clearance is to be tapered off to zero at the point where the excavation conforms to the contour of the pipe.

F. The distance that the excavation shall extend beyond the end of the pipe depends on the character of the material but, it shall not exceed 2 feet in any case. This distance shall be decreased on instructions from the Engineer, if the character of the material being excavated makes it desirable to keep the advance excavation closer to the end of the pipe.

G. The pipe, preferably, shall be jacked from the low or downstream end. Lateral or vertical variation in the final position of the pipe from the line and grade established by the Engineer will be permitted only to the extent of 1 inch in 10 feet, provided that such variation shall be regular and only in one direction and that the final grade of flow line shall be in the direction indicated on the plans.

H. If the Contractor desires, he may use a cutting edge of steel plate around the head end of the pipe extending a short distance beyond the end of the pipe with inside angles or lugs to keep the cutting edge from slipping back onto pipe.

I. When jacking of pipe is once begun, the operation shall be carried on without interruption, insofar as practicable, to prevent the pipe from becoming firmly set in the embankment.

J. Any pipe damaged in jacking operations shall be removed and replaced by the Contractor at his entire expense.

K. The pits or trenches excavated to facilitate jacking operations shall be backfilled immediately after the jacking of the pipe has been completed.

3.02 BORING

A. The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation for pits and installation of shoring shall be as outlined above under "Jacking". The location of the pit shall meet the approval of the Engineer. The holes are to be bored mechanically. The boring shall be done using a pilot hole. By this method an approximate 2 inch pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade on the opposite end of the bore from the work pit. This pilot hole shall serve as the centerline of the larger diameter hole to be bored. Excavated material will be placed near the top of the working pit and disposed of as required. The use of water or other fluids in connection with the boring operation will be permitted only to the extent to lubricate cuttings; jetting will not be permitted.

B. In unconsolidated soil formations, a gel-forming colloidal drilling fluid consisting of at least 10 percent of high grade carefully processed bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and installation of the pipe immediately thereafter.

C. Allowable variation from line and grade shall be as specified under "Jacking" Overcutting in excess of one inch shall be remedied by pressure grouting the entire length of the installation.

3.03 TUNNELING

A. Where the characteristics of the soil, the size of the proposed pipe, or the use of monolithic sewer, would make the use of tunneling more satisfactory than jacking or boring, or where called for on the plans, a tunneling method may be used.

B. The excavation for pits and the installation of shoring shall be as outlined above under "Jacking".

C. The lining of the tunnel shall be of steel of sufficient strength to support the overburden. The Contractor shall submit his proposed liner method to the Engineer for approval. Approval by the Engineer shall not relieve the Contractor of the responsibility for the adequacy of the liner method.

D. The space between the liner plate and the limits of excavation shall be pressure-grouted or mud-jacked.

E. Access holes for placing concrete shall be spaced at maximum intervals of 10 feet.

3.04 JOINTS

A. If corrugated metal pipe is used, joints may be made by field bolting or by connecting bands, whichever is feasible.

3.05 MEASUREMENT & PAYMENT

A. Jacking, boring, or tunneling pipe will be measured by the linear foot of pipe casing complete in space. Such measurement will be made between the ends of the pipe along the flow line as installed.

B. The work performed and materials furnished as prescribed by this item will be paid for at the unit price bid per linear foot for “Jacking or Boring Pipe” or “Jacking, Boring or Tunneling Pipe” as the case may be of the type , size, and class specified on the plans which price shall be full compensation for furnishing all materials to include the specified carrier pipe inserted in the casing, pipe liner materials required for tunnel operations, for all preparation, hauling and installing of same, and for all labor, tools, equipment, and incidentals necessary to complete the work.

END OF SECTION

SECTION 15100

VALVES AND APPURTENANCES

PART 1: GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and install complete and ready for operation all valves and appurtenances as shown on the Drawings and as specified herein.

B. All valves and appurtenances shall be of the size shown on the Drawings and as far as possible all equipment of the same type shall be from one manufacturer.

C. All valves and appurtenances shall have the name of the maker and the working pressure for which they are designed cast in raised letters upon some appropriate part of the body.

D. All exposed valves, where applicable, shall have “open-closed” position indicators. The position indicators shall be conveniently located for easy visibility.

E. The equipment shall include, but not be limited to, the following:

1. Resilient Seat Gate Valves
2. Valve Stem Extensions
3. Air Release Valves

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Piping is included in the respective Sections of Division 15.

1.03 DESCRIPTION OF SYSTEMS

A. All of the equipment and materials specified herein are intended to be standard for use in controlling the flow of potable water.

1.04 QUALIFICATIONS

A. All of the types of valves and appurtenances shall be products of well established reputable firms who are fully experienced, reputable and qualified in the manufacture of the particular equipment to be furnished. The equipment

shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these specifications as applicable.

1.05 SUBMITTALS

A. Submit to the Engineer within 15 days after execution of the contract a list of materials to be furnished, the names of the suppliers and the date of delivery of materials to the site.

B. Complete shop drawings of all valves and appurtenances shall be submitted to the Engineer for approval in accordance with the requirements of Section 01340 and the General Conditions.

1.06 TOOLS

A. Special tools, if required for normal operation and maintenance shall be supplied with the equipment.

PART 2: PRODUCTS

2.01 RESILIENT SEATED GATE VALVES

A. Gate valves shall be resilient seated, manufactured to meet or exceed the requirements of AWWA C509 of latest revision and in accordance with the following specifications. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.

B. The valves are to be non-rising stem with the stem made of cast, forged, or rolled bronze shown in AWWA C509. Two stem seals shall be provided and shall be of the O-ring type, one above and one below the thrust collar. The stem nut, also made of bronze, must be independent of the gate.

C. The sealing mechanism shall consist of a cast iron gate having a vulcanized synthetic rubber coating. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.

D. The valve body, bonnet, and bonnet cover shall be cast iron ASTM A126, Class B. All ferrous surface inside and outside shall have a fusion-bonded epoxy coating. A handwheel or wrench nut shall be provided for operating the valve. All Valves are to be tested in strict accordance with AWWA C509.

2.02 VALVE STEM EXTENSIONS

A. Extension stems shall be provided as necessary to situate the operating nut no greater than 18 inches below the valve cover.

B. Extension stems shall be equipped with stem guides affixed to the valve box at intervals not to exceed ten feet.

C. Stem guides shall be considered a part of the extension. Extension stems and stem guide shall be manufactured items or approved equal.

2.03 AIR RELEASE VALVES/AIR-VACUUM RELEASE VALVES

A. Air Release Valves: The air release valves shall be installed as shown on the Drawings. The valves shall have a cast iron body, cover and baffle, stainless steel float, Viton seat and stainless steel trim. Valves shall be provided with a vacuum check to prevent air from reentering the line. The fittings shall be threaded. The air release valves shall be Model 25 by Val-Matic Valve and Manufacturing Corporation, Lyons, Illinois or equal.

2.04 SHOP PAINTING

A. Ferrous surfaces of valves and appurtenances shall receive a coating of rust-inhibitive primer as specified in Section 09865. All pipe connection openings shall be capped to prevent the entry of foreign matter prior to installation.

PART 3: EXECUTION

3.01 INSTALLATION

A. All valves and appurtenances shall be installed in the locations shown, true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the Engineer before they are installed.

B. Pipe for use with flexible couplings shall have plain ends as specified in the respective pipe sections in Division 15.

C. Flanged joints shall be made with stainless steel bolts, nuts and washers. Mechanical joints shall be made with mild corrosion resistant alloy steel bolts and nuts. All exposed bolts shall be painted the same color as the pipe. All buried bolts and nuts shall be heavily coated with two (2) coats of bituminous paint comparable to Inertol No. 66 Special Heavy.

D. Prior to assembly of split couplings, the grooves as well as other parts shall be thoroughly cleaned. The ends of the pipes and out-side of the gaskets shall be moderately coated with petroleum jelly, cup grease, soft soap or graphite paste, and the gasket shall be slipped over one pipe end. After the other pipe has been brought to the correct position, the gasket shall be centered properly over the pipe ends with the lips against the pipes. The housing sections then shall be placed. After the bolts have been inserted, the nuts shall be tightened until

the housing sections are firmly in contact, metal-to-metal, without excessive bolt tension.

E. Prior to the installation of sleeve-type couplings, the pipe ends shall be cleaned thoroughly for a distance of 8 inches. Soapy water may be used as a gasket lubricant. A follower and gasket, in that order, shall be slipped over each pipe to a distance of about 6 inches from the end, and the middle ring shall be placed on the already laid pipe end until it is properly centered over the joint. The other pipe end shall be inserted into the middle ring and brought to proper position in relation to the pipe already laid. The gaskets and followers shall then be pressed evenly and firmly into the middle ring flares. After the bolts have been inserted and all nuts have been made up fingertight, diametrically opposite nuts shall be progressively and uniformly tightened all around the joint, preferably by use of a torque wrench of the appropriate size and torque for the bolts.

F. Air Valve Locations: After the mains have been installed the Contractor shall install the air release valves. The connection to the main shall be by a stainless steel tapping saddle, as shown on the Drawings. These connections to the main shall be at high points and other locations as determined by the Engineer. In order for the Engineer to determine these locations, the Contractor shall submit the as-built elevations of the top of the pipe to the Engineer as soon as possible after the pipe has been installed. Elevations shall be determined at intervals not to exceed 100 feet and at defined breaks in the pipe profile grade. should re-excavation of the main be necessary to install the air release valve connection, cost for this work and subsequent backfill/restoration work cost shall be included in the appropriate lump sum price bid for air release valves.

H. Valve boxes with concrete bases shall be installed as shown on the Drawings. Mechanical joints shall be made in the standard manner. Valve stems shall be vertical in all cases. Place cast iron box over each stem with base bearing on compacted fill and top flush with final grade. Boxes shall have sufficient bracing to maintain alignment during backfilling. Knobs on cover shall be parallel to pipe. Remove any sand or undesirable fill from valve box.

END OF SECTION

Section 3.0 Accounting Method (Attachment "B") (2 Originals)

Manager Approval: _____

Date: 6/25/19

iii. Accounting Method (Attachment "B")(2 Originals)

Utility Accounting Method

(Check Appropriate Box)

■ **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.

Section 4.0 Schedule (Start & End Dates) (Attachment "C") (2 Originals)

Manager Approval: _____

Date: 6/25/19

Section 4.0 Schedule (Start & End Dates)
Attachment "C"

Task Name:	**Duration (Days)**	**Start**	**End**
Notice to Proceed from County to North Alamo WSC	20	October 15,2019	October 29, 2019
Execution of Construction Contract Document	15	October 29, 2019	November 12, 2019
Pre-Construction Conference (Issue Notice to Proceed)	1	November 13, 2019	November 13, 2019
Mobilization and Approve Submittals	15	November 14, 2019	November 29, 2019
Construction (Substantial Completion)	130	November 30, 2019	April 7, 2020
Construction (Final Completion)	30	April 8, 2020	March 8, 2020
Project Close Out	20	March 9, 2020	March 29, 2020

Section 5.0 Statement Covering Contract Work-TXDOT ROW-U-48 (Attachment "D") (2 Originals)

Manager Approval: _____

Date: 6/25/19

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

U-Number: 15218

ROW CSJ Number: 0921-02-356 District: Pharr

County: Hidalgo Highway No.: Mile 6 West Road from Mile 9 N. to Mile 11 N.

Federal Project No.:

I, Steve Sanchez , a duly authorized and qualified representative of

North Alamo Water Supply Corporation , 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 it 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. Associated bid tabulations will be provided to the **State**.

☐ 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. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:

1. + -
2. + -
3. + -
4. + -
5. + -

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner**and the **State**. 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. In the best interest of both the **State**and the **Owner**, the **Owner** requests the **State**to include the plans and specifications for this work in the general contract for construction of Highway _____ in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State**to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

Signature

05/28/19
Date

Contact/Help

General Manager
Title

U48

Section 6.0 Proof of Property Interest-TXDOT ROW-U1A (Attachment "E") (2 Originals, and 1 Copy of Recorded Instrument)

Parcels: 16, 18, 19, 22, 23, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 62, 63, & 64

Manager Approval: _____

Date: 6/25/19

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 16)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Map Records with designation: Volume 49, Pages 99-101 and Document No. 2497052;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: ARCP DG WESLACO TX, LLC

FIELD NOTES FOR PARCEL – 16

Being a 3,101 square feet of land, more or less, out of Lot 1, RSBR Westgate Subdivision and addition to the City of Weslaco, being a Resubdivsion of Quail Hollow North Subdivision, Hidalgo County, Texas according to the map thereof recorded in Volume 49, Pages 99 thru 101, Map Records, Hidalgo County, Texas. Said Lot 1 is vested to ARCP DG Weslaco TX, LLC by virtue of Special Warranty Deed dated September 03, 2014, recorded in Document No. 2548970, Official Records, Hidalgo County, Texas. Said 3,101 square feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southwest corner of Farm Tract 143, Block 180, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Vol.2 Pg. 34 thru 37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,904.4905 and Y=16,593,267.7769. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1320.05' feet, along the east property line of Farm Tract 143 and Farm Tract 142 to the southeast corner of Farm Tract 210;

THENCE, S 88° 47' 21" W, for a distance of 60.00 feet, along the south boundary line of Farm Tract 210 to an existing rebar set for the southeast corner of RSBR Westgate Subdivision and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 15.00' feet, to a No. 4 with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 167.57' feet to a No. 4 with plastic cap set for a interior corner along the Proposed West Right of Way of Mile 6 West of said tract herein described;

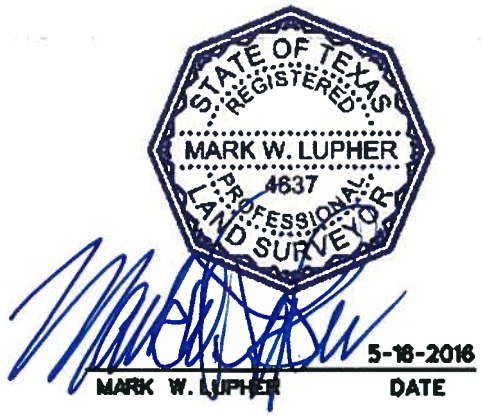
THENCE, N 46° 12' 39" W, for a distance of 42.43' feet to a No 4 rebar with cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 20.00' feet along the south right of way of Covey Drive to an existing rebar found for a interior corner of said tract herein described;

THENCE, S 46° 12' 39" E, for a distance of 35.36' feet along the south right of way of Covey Drive to an existing rebar found for the northeast corner of said tract herein described;

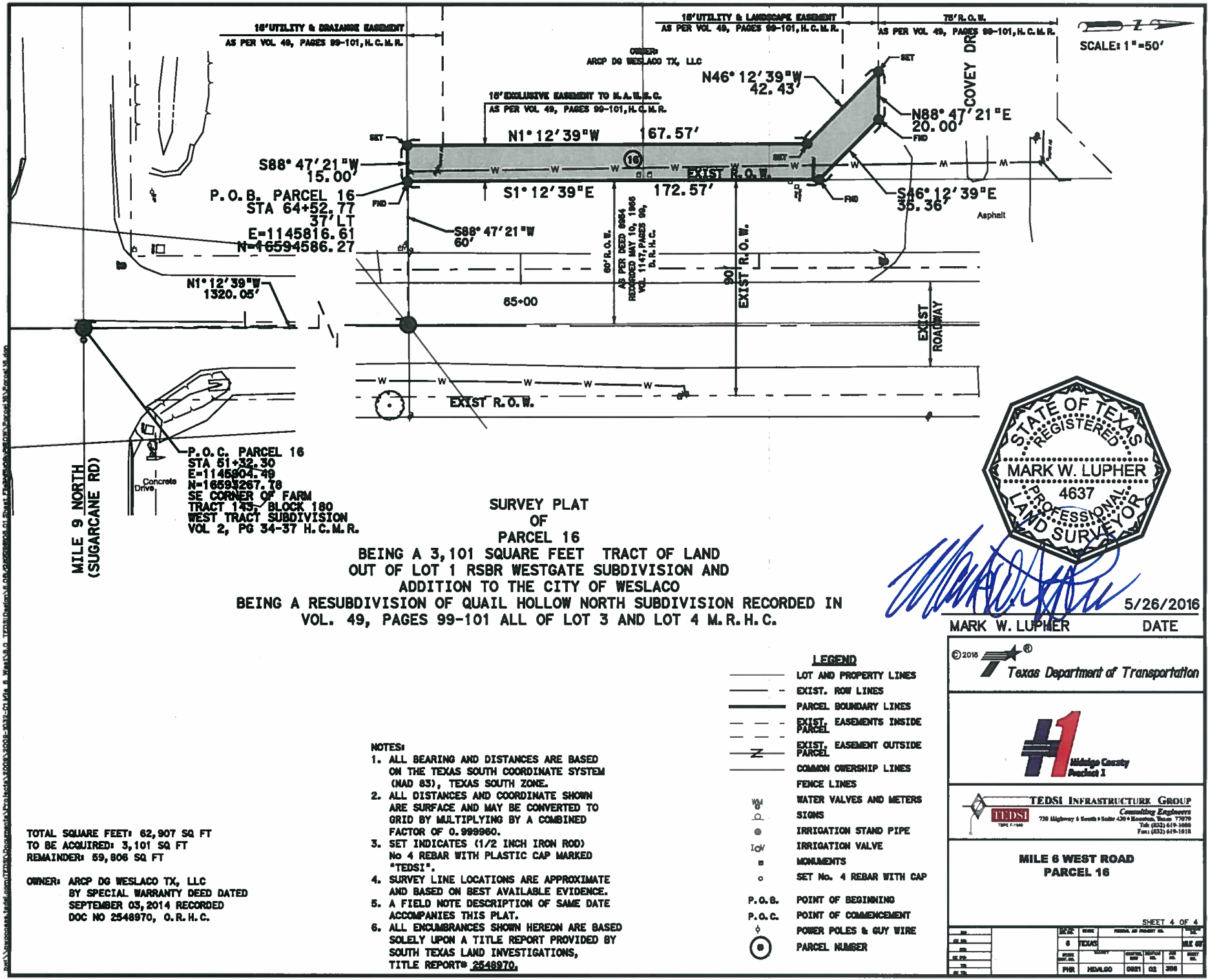
THENCE, S 1° 12' 39" E, for a distance of 172.57 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 3,101 square feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-18-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018
TEDSI
TBPE F-1640



SURVEY PLAT
OF
PARCEL 16

BEING A 3,101 SQUARE FEET TRACT OF LAND
OUT OF LOT 1 RSBR WESTGATE SUBDIVISION AND
ADDITION TO THE CITY OF WESLACO
BEING A RESUBDIVISION OF QUAIL HOLLOW NORTH SUBDIVISION RECORDED IN
VOL. 49, PAGES 99-101 ALL OF LOT 3 AND LOT 4 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/26/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 62,907 SQ FT
TO BE ACQUIRED: 3,101 SQ FT
REMAINDER: 59,806 SQ FT

OWNER: ARCP DG WESLACO TX, LLC
BY SPECIAL WARRANTY DEED DATED
SEPTEMBER 03, 2014 RECORDED
DOC NO 2548970, O.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 2548970.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWNERSHIP LINES
- FENCE LINES
- WV WATER VALVES AND METERS
- SIGNS
- IP IRRIGATION STAND PIPE
- IV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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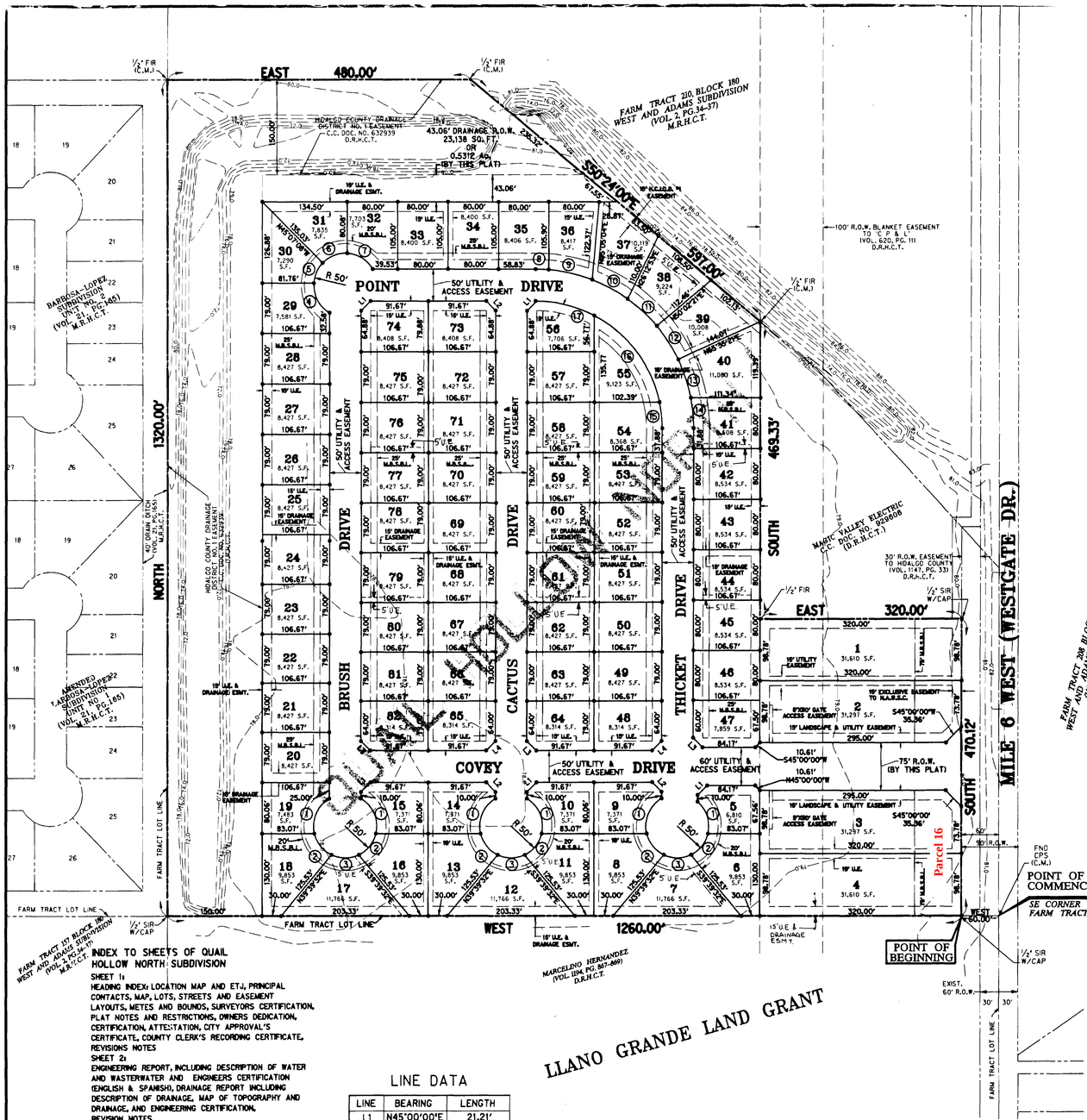
Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1440
730 Highway 6 South • Suite 430 • Houston, Texas 77079
Tele: (832) 619-3000
Fax: (832) 619-3018

MILE 6 WEST ROAD
PARCEL 16

SHEET 4 OF 4

DIST	COUNTY	FEDERAL AID PROJECT NO.	SHEET NO.
6	TEXAS		
CONTROL SECT. NO.	COUNTY	CONTROL SECT. NO.	JOB NO.
PHR	HIDALGO	0921	03

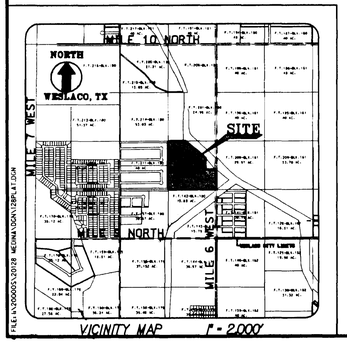


INDEX TO SHEETS OF QUAIL HOLLOW NORTH SUBDIVISION

SHEET 1:
HEADING INDEX: LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, MAP, LOTS, STREETS AND EASEMENT LAYOUTS, METES AND BOUNDS, SURVEYORS CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNERS DEDICATION, CERTIFICATION, ATTESTATION, CITY APPROVAL'S CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISIONS NOTES

SHEET 2:
ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTERWATER AND ENGINEERS CERTIFICATION (ENGLISH & SPANISH), DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES

SHEET 3:
TOP OF CURB ELEVATION, INCLUDING ROAD SECTION DETAIL, CURB AND GUTTER DETAIL AND VALLEY GUTTER DETAIL, TRANSLATED PLAT NOTES AND RESTRICTIONS, REVISIONS NOTES



VICINITY MAP 1" = 2,000'

LINE DATA

LINE	BEARING	LENGTH
L1	N45°00'00"E	21.21'
L2	S45°00'00"E	21.21'
L3	N45°00'00"W	21.21'
L4	S45°00'00"W	21.21'

CURVE TABLE

CURVE	Δ DELTA	RADIUS	LENGTH
1	73°36'12"	50.00'	64.23'
2	50°51'57"	50.00'	44.39'
3	51°03'41"	50.00'	44.56'
4	63°34'39"	50.00'	55.48'
5	40°23'35"	50.00'	35.25'
6	49°16'41"	50.00'	43.00'
7	56°45'05"	50.00'	49.53'
8	04°51'25"	250.00'	21.19'
9	16°19'21"	250.00'	71.22'
10	14°29'32"	250.00'	63.23'
11	14°25'19"	250.00'	62.93'
12	14°19'04"	250.00'	62.47'
13	14°29'27"	250.00'	63.23'
14	11°05'51"	250.00'	48.42'
15	11°51'53"	200.00'	41.42'
16	50°19'02"	200.00'	175.64'
17	27°20'26"	200.00'	95.44'

NORTH

SCALE-1"= 100'

0 25 50 75 100 150 200 300

SCALE IN FEET

LEGEND

1/2" SIR W/CAP	1/2-INCH SET IRON ROD WITH CAP STAMPED 'HALFF ASSOC. INC.'
1/2" FIR	1/2-INCH FOUND IRON ROD
U.E.	UTILITY EASEMENT
CPS	COTTON PICKER SPINDLE
(C.M.)	CONTROL MONUMENT
M.B.S.B.L.	MINIMUM BUILDING SET BACK LINE

LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ JURISDICTION OF A MUNICIPALITY

QUAIL HOLLOW NORTH SUBDIVISION IS LOCATED IN NORTHEASTERN HIDALGO COUNTY APPROXIMATELY 1320' NORTH OF THE INTERSECTION OF MILE 6 NORTH AND MILE 9 WEST. THE NEARBY MUNICIPALITY IS THE CITY OF WESLACO, TEXAS. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO, (POPULATION 39,363), QUAIL HOLLOW NORTH LIES APPROXIMATELY ONE QUARTER OF A MILE NORTH FROM THE CITY LIMITS AND IS WITHIN THE CITY'S URBAN EXTRA-TERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE 212.001 AND LIES WITHIN PRECINCT 1.

LEGAL DESCRIPTION

BEING A 29.93 ACRE TRACT OF LAND SITUATED IN THE LLANO GRANDE LAND GRANT, AND BEING A PART OF FARM TRACT 210, BLOCK 180, WEST AND ADAMS SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, (M.R.H.C.T.), SAID TRACT ALSO BEING A PART, OR ALL OF THE TRACTS OF LAND DESCRIBED IN THE DEED TO MEDELFISH, LTD., AS RECORDED IN THE OFFICE OF THE COUNTY CLERK UNDER DOCUMENT NO. 998369, DEED RECORDS, HIDALGO COUNTY, TEXAS, (D.R.H.C.T.), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT COTTON PICKER SPINDLE FOUND AT THE SOUTHEAST CORNER OF SAID FARM TRACT 210, SAID CORNER BEING IN MILE 6 WEST ROAD (90 FOOT WIDE RIGHT-OF-WAY);

THENCE DUE WEST, ALONG THE SOUTH LINE OF SAID FARM TRACT 210, A DISTANCE OF 60.00 FEET TO A 1/2-INCH SET IRON ROD WITH A PLASTIC CAP STAMPED 'HALFF ASSOC. INC' HEREINAFTER REFERRED TO AS "WITH CAP") FOR THE POINT OF BEGINNING AT THE SOUTHEAST EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 6 WEST ROAD AS EVIDENCED BY THE RIGHT-OF-WAY EASEMENT TO HIDALGO COUNTY, RECORDED IN VOLUME 1147, PAGE 33, D.R.H.C.T.;

THENCE DUE WEST, ALONG THE SOUTH LINE OF SAID FARM TRACT 210, A DISTANCE OF 1,260.00 FEET TO A 1/2-INCH SET IRON ROD WITH CAP AT THE SOUTHWEST EXTERIOR CORNER OF SAID FARM TRACT 210, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF AMENDED BARBOSA-LOPEZ SUBDIVISION, UNIT NO. 1, AS RECORDED IN VOLUME 21, PAGE 165, M.R.H.C.T.;

THENCE DUE NORTH, ALONG THE WEST LINE OF SAID FARM TRACT 210, A DISTANCE OF 1,320.00 FEET TO A 1/2-INCH FOUND IRON ROD AT THE NORTHWEST EXTERIOR CORNER OF SAID FARM TRACT 210, SAID POINT ALSO BEING THE NORTHEAST CORNER OF BARBOSA-LOPEZ SUBDIVISION, UNIT NO. 2 AS RECORDED IN VOLUME, 21, PAGE, 165 M.R.H.C.T.;

THENCE DUE EAST, ALONG THE NORTH LINE OF SAID FARM TRACT 210, A DISTANCE OF 480.00 FEET TO A 1/2-INCH FOUND IRON ROD FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 50 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 597.00 FEET TO A 1/2-INCH FOUND IRON ROD FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING ON THE WEST LINE OF A 100 FOOT WIDE BLANKET EASEMENT TO CENTRAL POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 620, PAGE 11, D.R.H.C.T.;

THENCE DUE SOUTH, PARALLEL TO THE EAST LINE OF SAID FARM TRACT 210, AND ALONG SAID WEST LINE, A DISTANCE OF 469.33 FEET TO A 1/2-INCH FOUND IRON ROD FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DUE EAST, DEPARTING SAID WEST LINE AND PARALLEL TO THE SOUTH LINE OF SAID FARM TRACT 210, A DISTANCE OF 320.00 FEET TO A 1/2-INCH SET IRON ROD WITH CAP FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 6 WEST ROAD;

THENCE DUE SOUTH, PARALLEL TO THE EAST LINE OF SAID FARM TRACT 210, AND ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 470.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,303,713 SQUARE FEET OR 29.93 ACRES OF LAND, MORE OR LESS.

PLAT NOTES & RESTRICTIONS

1. BY GRAPHICAL PLOTTING, THE PARCEL DESCRIBED HEREON LIES WITHIN ZONE "X" AS DELINEATED ON THE HIDALGO COUNTY, TEXAS FLOOD INSURANCE RATE MAP, PANEL NUMBER 480334 0450 C, DATED JUN. 6, 2000, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ZONE 'X' IS DEFINED AS 'AREAS OUTSIDE THE 500-YEAR FLOOD PLAIN.'
2. MINIMUM FINISH FLOOR ELEVATION: 79.0 FEET ABOVE MEAN SEA LEVEL, BASED ON NAVD 29, OR 18" ABOVE BACK OF CURB, WHICHEVER IS GREATER.
3. MINIMUM BUILDING SETBACK LINES (M.B.S.B.L.) SHALL BE:
   FRONT 25' GARAGE 25' LOTS 1-4 - FRONT: 75.0'
   SIDES (INTERIOR) 6' CORNERS 10' LOTS 1-4 - REAR: 100.0'
   REAR 10'
   CUL-DE-SAC 20' GARAGE 20' (CUL-DE-SAC LOTS) OR EASEMENT WHICHEVER IS GREATER.
4. STORM WATER DETENTION REQUIRED FOR THIS DEVELOPMENT SHALL BE 3.35 AC-FT AND SHALL BE DETAINED WITHIN THE EXISTING DRAINAGE EASEMENTS.
5. BENCHMARK INFORMATION: RIM OF EXISTING MANHOLE LOCATED AT THE INTERSECTION OF MILE 9 NORTH AND MILE 6 WEST ON THE WEST R.O.W LINE OF MILE 6 WEST. ELEV=79.20 FEET ABOVE MEAN SEA LEVEL, BASED ON NAVD 29.
6. BASIS OF BEARING BEING THE NORTH LINE OF FARM TRACT 210 AS SHOWN ON PLAT RECORDED IN VOLUME 2, PAGES 34 - 37, M.R.H.C.T.
7. LOTS 5,9,10,14,15,47,48,56,64,65,73,74, AND 82, TO HAVE A 15' CORNER CLIP AS SHOWN HEREON.
8. NO PERMANENT STRUCTURES ARE TO BE BUILT OVER ANY EASEMENT.
9. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO OTHER USE SHALL BE ALLOWED UNLESS IT IS SPECIFICALLY STATED ON PLAT. • (SEE ADDITIONAL NOTES BELOW)
10. LOTS 1-4 TO BE FOR COMMERCIAL USE ONLY.
11. LOTS 18-47 SHALL BE REQUIRED TO PROVIDE A 6 FOOT HIGH FENCE BUFFER AT THE REAR PROPERTY LINE.
12. AN 8' HIGH FENCE BUFFER REQUIRED FOR COMMERCIAL LOTS ABUTTING RESIDENTIAL LOTS.
13. ALL STREET LIGHTS AND TRAFFIC CONTROL SIGNS TO BE PAID FOR AND INSTALLED BY THE DEVELOPER BEFORE ANY BUILDING PERMITS CAN BE ISSUED.
14. LOTS 37,38,39, AND 40 MAY NOT BUILD A FENCE OR ANY OTHER STRUCTURE WITHIN THE 15 FOOT EASEMENT DEDICATED TO MCDD #1.
15. LANDSCAPE EASEMENT TO BE MAINTAINED BY THE SUBDIVISION HOMEOWNER'S ASSOCIATION.

NORTH ALAMO WATER SUPPLY RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED 'GRANTOR', WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED 'GRANTEE'), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND THE GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTERLINE THEREOF BEING THE PIPELINE AS INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON TO A PUBLIC ROAD AND THE CITY, COUNTRY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRED THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSES OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO AVOID THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTERLINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE_____DAY OF_____, 2003

(GRANTOR'S SIGNATURE)

STATE OF TEXAS:
COUNTY OF HIDALGO:
CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE QUAIL HOLLOW NORTH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____. 2003.

HIDALGO COUNTY JUDGE DATE

HIDALGO COUNTY CLERK DATE

9. (CONTINUED) ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
16. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.
17. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
18. AN OFF-STREET PARKING LOT SITEPLAN SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION.

STATE OF TEXAS:
COUNTY OF HIDALGO:

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS QUAIL HOLLOW NORTH DO HEREBY GRANT THE EASEMENTS AS SHOWN TO THE CITY OF WESLACO, COUNTY OF HIDALGO, AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY AND OR COUNTY THE USE OF STREETS AND EASEMENTS SHOWN THEREON. SURFACE USE OF THE STREETS AND EASEMENTS ARE RESTRICTED TO THE EMPLOYEES OR AGENTS OF SAID CITY OR COUNTY, EMPLOYEES OF THE UTILITIES OPERATING UNDER FRANCHISE OF SAID CITY OR COUNTY, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. ALL STREETS / NO SIDEWALKS IN THIS SUBDIVISION SHALL BE PRIVATELY OWNED AND AS A GATED COMMUNITY SHALL BE MAINTAINED BY THE QUAIL HOLLOW NORTH LOT OWNERS ASSOCIATION.

JUAN M. MEDINA
617-B S TEXAS BOULEVARD
WESLACO, TEXAS 78596

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPREARED JUAN M. MEDINA, 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 STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 24th DAY OF June, 2003.

NOTARY PUBLIC

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY, WHEREIN MY APPROVAL IS REQUIRED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF July, 2003.

CHAIRMAN, PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THIS CITY, WHEREIN MY APPROVAL IS REQUIRED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF June, 2003.

ATTESTED: SECRETARY, CITY OF WESLACO

MAYOR, CITY OF WESLACO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THOSE DETERMINATIONS.

BY, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

12/16/02
DATE

THIS PLAT APPROVED BY HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT NO. NINE (9) ON THIS THE 29 DAY OF May, 2003. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED ON H.C.I.D NO. 9 RIGHTS-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE GENERAL MANAGER.

GENERAL MANAGER

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, SHAWN ROCKENBAUGH, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

SHAWN ROCKENBAUGH
85566
LICENSED PROFESSIONAL ENGINEER
10/17/2002

SHAWN ROCKENBAUGH
REGISTERED PROFESSIONAL ENGINEER
P.E. REGISTRATION No. 85566

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, STEVEN G. YOUNG, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY, MADE UNDER MY SUPERVISION, ON THE GROUND.

STEVEN G. YOUNG
5503
REGISTERED PROFESSIONAL LAND SURVEYOR
10/17/2002

STEVEN G. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS No. 5503

FILED FOR RECORD IN:
HIDALGO COUNTY
BY EDDY TREVINO
COUNTY CLERK
ON: 12/26/03 AT 2:51 AM
AS A RECORDING NUMBER 1556878
BY:
Deputy

Recorded in Volume 49 page 99
of the Official Records of Hidalgo County, Texas

PRINCIPAL CONTACTS:

OWNER:	ENGINEER:	SURVEYOR:
JUAN M. MEDINA	HALFF ASSOCIATES, INC.	HALFF ASSOCIATES, INC.
617-B S. TEXAS BLVD.	4600 W. MILITARY HWY *700	4600 W. MILITARY HWY *700
WESLACO, TX 78596	McALLEN, TX 78503	McALLEN, TX 78503
(956) 968-8900	(956) 664-0286	(956) 664-0286

PLAT OF QUAIL HOLLOW NORTH

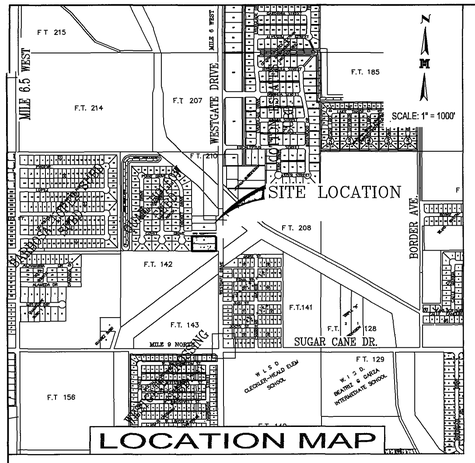
WESLACO, TEXAS

BEING A 29.93 AC. TRACT OF LAND OUT OF FARM TRACT 210, BLOCK 180 WEST AND ADAMS TRACT SUBDIVISION LLANO GRANDE LAND GRANT VOL. 2, PG. 34-37, M.R.H.C.T.

DATE OF PREPARATION: AUGUST, 2002

HALFF ASSOCIATES
ENGINEERS • SCIENTISTS • SURVEYORS • PLANNERS
4600 W. MILITARY, SUITE 700 • MCALLEN TX. • 78503 • (956)664-0286

AVO - 20128 SHEET 1 OF 3



SUBDIVISION MAP OF
RSBR WESTGATE SUBDIVISION

BEING A RESUBDIVISION OF
1.444 ACRES (62,907 S.F.)
BEING ALL OF LOTS 3 AND 4
QUAIL HOLLOW NORTH SUBDIVISION
AS RECORDED IN VOLUME 49, PAGES 99 - 101, H.C.M.R.
AN ADDITION TO THE
CITY OF WESLACO
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 1.444 ACRES [62,907 SQUARE FEET] SITUATED IN THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, BEING ALL OF LOTS 3 AND 4, QUAIL HOLLOW NORTH SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 49, PAGES 99-101, HIDALGO COUNTY MAP RECORDS; SAID 1.444 ACRES [62,907 SQUARE FEET] ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A No. 4 REBAR FOUND (NORTHING: 16593922.312, EASTING: 1145770.710), AT THE SOUTHEAST CORNER OF SAID LOT 4, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, S 88° 45' 13" W (WEST SUBDIVISION MAP CALL), ALONG THE SOUTH LINE OF SAID LOT 4, AT A DISTANCE OF 320.00 FEET TO A No. 4 REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 4, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 01° 14' 47" W (NORTH SUBDIVISION MAP CALL), ALONG THE WEST LINES OF SAID LOTS 4 AND 3, AT A DISTANCE OF 98.78 FEET PASS A No. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF SAID LOT 4 AND FOR THE SOUTHWEST CORNER OF SAID LOT 3, CONTINUING A TOTAL DISTANCE OF 197.56 FEET TO A No. 4 REBAR FOUND (NORTHING: 16594112.864, EASTING: 1145446.488) AT THE NORTHWEST CORNER OF SAID LOT 3, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, N 88° 45' 13" E (EAST SUBDIVISION MAP CALL), ALONG THE NORTH LINE OF SAID LOT 3, AND THE SOUTH RIGHT-OF-WAY LINE OF COVEY DRIVE, A DISTANCE OF 295.00 FEET TO A No. 4 REBAR FOUND (NORTHING: 16594119.281, EASTING: 1145741.419), AT THE WESTERNMOST NORTHEAST CORNER OF SAID LOT 3, FOR THE WESTERNMOST NORTHEAST CORNER OF THIS TRACT;

THENCE, S 46° 14' 47" E (S 45° 00' 00" E SUBDIVISION MAP CALL), ALONG THE NORTHEAST LINE OF SAID LOT 3, AND A RIGHT-OF-WAY CLIP LINE, A DISTANCE OF 35.36 FEET TO A No. 4 REBAR FOUND AT THE EASTERNMOST NORTHEAST CORNER OF SAID LOT 3, FOR THE EASTERNMOST NORTHEAST CORNER OF THIS TRACT;

THENCE, S 01° 14' 47" E (SOUTH SUBDIVISION MAP CALL), ALONG THE EAST LINES OF SAID LOTS 3 AND 4, AND THE WEST RIGHT-OF-WAY LINE OF WESTGATE DRIVE-MILE 6 WEST, AT A DISTANCE OF 73.78 FEET PASS A No. 4 REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 3 AND THE NORTHEAST CORNER OF SAID LOT 4, CONTINUING A TOTAL DISTANCE OF 172.56 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.444 ACRES [62,907 SQUARE FEET] OF LAND, MORE OR LESS.

CITY OF WESLACO
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

DATED ON THIS 7 DAY OF MARCH, 2014.

CHAIRMAN — DATE 3-7-2014

CITY OF WESLACO
CERTIFICATE OF APPROVAL

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO — DATE 3-14-14

ATTEST: CITY OF WESLACO SECRETARY WCC 01/07/14 — DATE 03/14/14

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MEDELFISH LTD.	P.O. BOX 8186	WESLACO, TX. 78599	N/A	N/A
ENGINEER:	KELLEY A. HELLER-VELA	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839

GENERAL NOTES :

1. THIS SUBDIVISION IS IN FLOOD ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
   FEMA'S FLOOD INSURANCE RATE MAP;
   COMMUNITY PANEL No. 480334 0450 C, MAP REVISED JUNE 6, 2000
   REVISED TO REFLECT LOMC CASE NO. 02-06-715P EFFECTIVE DATE: MAY 30, 2002.
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE CENTER LINE OF WESTGATE DRIVE (MILE 6 WEST) MEASURED AT FRONT CENTER OF LOT.
3. MINIMUM SETBACKS SHALL BE AS FOLLOWS :

FRONT: WESTGATE DRIVE	- 40' OR EASEMENT, WHICH EVER IS GREATER
REAR:	- 10' OR EASEMENT, WHICH EVER IS GREATER
SIDE: COVEY DRIVE	- 15' OR EASEMENT, WHICH EVER IS GREATER
SIDE:	- 10' OR EASEMENT, WHICH EVER IS GREATER

4. THIS SUBDIVISION SHALL BE REQUIRED TO DETAIN 7.644 C.F. OF STORM SEWER RUNOFF AS PER APPROVED DRAINAGE REPORT.
5. BENCH MARK: SET PK NAIL AT THE FOLLOWING COORDINATE AND ELEVATION.
   N: 16594161.011, E: 1145767.574 AT ELEVATION = 82.49
6. NO BUILDING IS ALLOWED OVER ANY EASEMENT.
7. A 5 FT WIDE SIDEWALK IS REQUIRED ALONG THE WEST SIDE OF WESTGATE DRIVE (MILE 6 WEST) AND ALONG THE SOUTH SIDE OF COVEY DRIVE, DURING THE BUILDING PERMIT PROCESS.
8. DRAIN SWALE(S) ARE TO BE MAINTAINED BY PROPERTY OWNER.
9. STREET LIGHTS TO BE INSTALLED BY DEVELOPER, AS PER CITY ORDINANCE.
10. A STORMWATER POLLUTION PREVENTION PLAN IS REQUIRED PRIOR TO CONSTRUCTION.
11. LANDSCAPING TO BE PROVIDED, AS PER CITY ORDINANCE
12. 15 FOOT UTILITY EASEMENT AND LOT LINE BETWEEN LOTS 3 AND 4 OF QUAIL HOLLOW NORTH SUBDIVISION AS RECORDED IN VOLUME 49, PAGES 99-101, H.C.M.R. ARE ABANDONED BY THIS PLAT.

RIGHT OF WAY EASEMENT:

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING·

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 22 DAY OF JANUARY, 2014

(GRANTOR'S SIGNATURE)

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 Joe J. Gomez II KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 22nd DAY OF January 20 14.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

SACHA L. KIMBALL
Notary Public, State of Texas
My Commission Expires
09-29-2016

CERTIFICATION OF HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT " RSBR WESTGATE SUBDIVISION " HAS BEEN SUBMITTED TO AND CONSIDERED BY HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 AND WAS APPROVED BY SUCH DISTRICT SUBJECT TO:

1. THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
2. IT IS UNDERSTOOD THE OWNERS WILL BE MADE AWARE OF ALL OF THE DISTRICT'S PIPELINES, DRAINS, CANALS, EASEMENTS, ETC. THAT EXIST WITHIN THEIR PROPERTY.

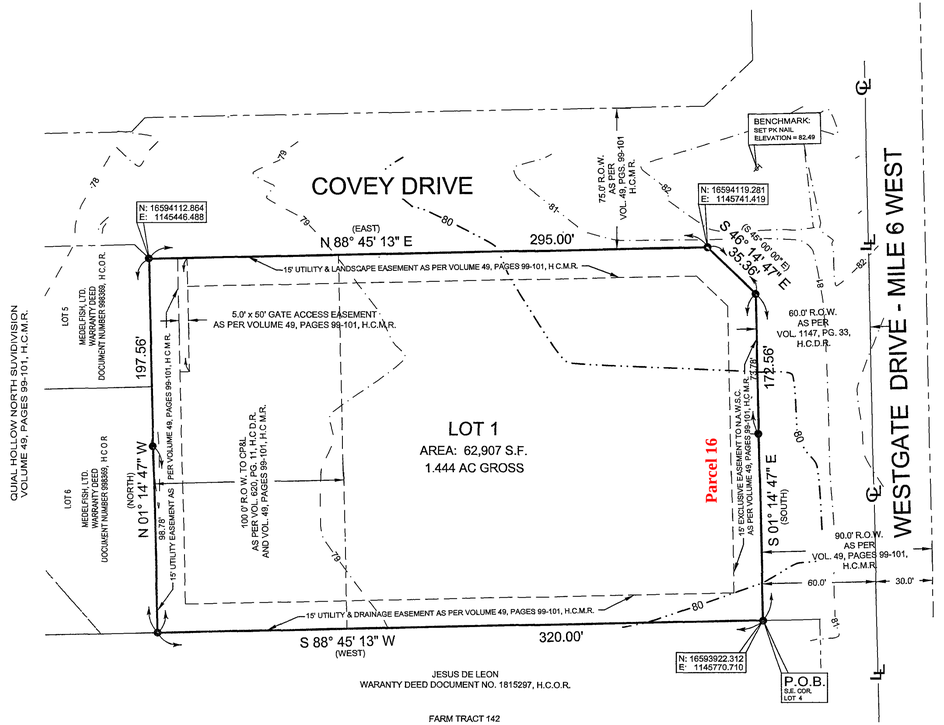
DATED THIS 29th DAY OF January, 20 14.

BY: GENERAL MANAGER

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE EDINBURG, TX 78541 PH: (956) 381-0981 FAX: (956) 381-1839
227 N. F.M. 3167 RIO GRANDE CITY, TX 78582 PH: (956) 487-8256 FAX: (956) 488-8591
ESTABLISHED 1947 www.meldenandhunt.com

DRAWN BY:	CLEMENTE MENA	DATE:	01-20-14
SURVEYED, CHECKED		DATE:	1-20-14
FINAL CHECK		DATE:	1-20-14



JESUS DE LEON
WARANTY DEED DOCUMENT NO. 1815297, H.C.O.R.

FARM TRACT 142
WEST TRACT SUBDIVISION
VOLUME 2, PAGES 34-37 H.C.M.R.

N

BEARING BASIS AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 TEXAS SOUTH ZONE (4205) ELEVATION PER NAVD 88 (GEOID 12A)

SCALE: 1" = 40'

L E G E N D

- FOUND No.4 REBAR
- SET PK NAIL - BENCHMARK
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- P.O.B. - POINT OF BEGINNING
- S.F. - SQUARE FEET
- ℄ - CENTER LINE
- S.E. COR. - SOUTHEAST CORNER
- R.O.W. - RIGHT OF WAY
- 80 — EXISTING CONTOUR
- VOL. - VOLUME
- PGS. - PAGES
- ℄ - EXISTING LOT LINE
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- ( ) - RECORDED MAP CALL

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE 20th DAY OF January 20 14.

KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No.97421
STATE OF TEXAS

DATE PREPARED: 11-25-13
ENGINEERING JOB # 13121.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF WESLACO, TEXAS.

DATED THIS THE 20th DAY OF January 20 14

FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No.4750
STATE OF TEXAS

DATE SURVEYED: 09-23-2013
T-957, PG 57 ; T-981, PG. 39
SURVEY JOB # 13121.08

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

COUNTY OF HIDALGO
DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY: Godfrey Garcia Jr. 03/28/14
HIDALGO COUNTY DRAINAGE DISTRICT NO.1

STATE OF TEXAS
COUNTY OF

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

I, MEDELFISH, LTD. AS OWNERS OF THE 1.444 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RSBR WESTGATE SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET(S), PARK AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

1/22/2014
DATE

MEDELFISH, LTD. - P.O. BOX 8186 - WESLACO, TX 78599-8186

STATE OF TEXAS
COUNTY OF

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MEDELFISH, LTD., AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22nd DAY OF January, 20 14.

NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

SACHA L. KIMBALL
Notary Public, State of Texas
My Commission Expires
09-29-2016

THE COUNTY OF HIDALGO TEXAS

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

ON: 3/24/2014 AT 2:55 AM/PM
DOCUMENT NUMBER 2497052
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: Elisa Cortez DEPUTY

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 18)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Map Records with designation: Volume 49, Pages 99-101;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: HILDA B. RODRIGUEZ

FIELD NOTES FOR PARCEL – 18

Being a 1,638 square feet of land, more or less, out of Lot 2, Quail Hollow North Subdivision, and addition to the City of Weslaco, Hidalgo County, Texas according to the map thereof recorded in Volume 49, Pages 99 thru 101, Map Records, Hidalgo County, Texas. Said Lot 2 is vested to Hilda B. Rodriguez by virtue of Warranty Deed with vendor's lien dated August 01, 2011, recorded in Document No. 2229719, Official Records, Hidalgo County, Texas. Said 1,638 square feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southwest corner of Farm Tract 143, Block 180, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Vol.2 Pg. 34 thru 37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,904.4905 and Y=16,593,267.7769. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1617.62' feet, along the east property line of Farm Tract 143, Farm Tract 142 and Farm Tract 210 to a point;

THENCE, S 88° 47' 21" W, for a distance of 60.00' feet, to an existing rebar set for the southeast corner of Lot 2 and **The Point Of Beginning** herein described;

THENCE, S 43° 47' 21" W, for a distance of 35.36' feet, to an existing rebar set for interior corner of said tract herein described;

THENCE, S 88° 47' 21" W, for a distance of 20.00', along the north right of way line of Covey Drive to a No. 4 with plastic cap set for the southwest of said tract herein described;

THENCE, N 42° 39' 09" W, for a distance of 43.29' feet to a No 4 rebar with cap set for an interior corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 67.57' feet along the proposed right of way of Mile 6 West to a No. 4 with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 15.00' feet along the north property line of Lot 2 to an existing rebar found for the northeast corner of said tract herein described;

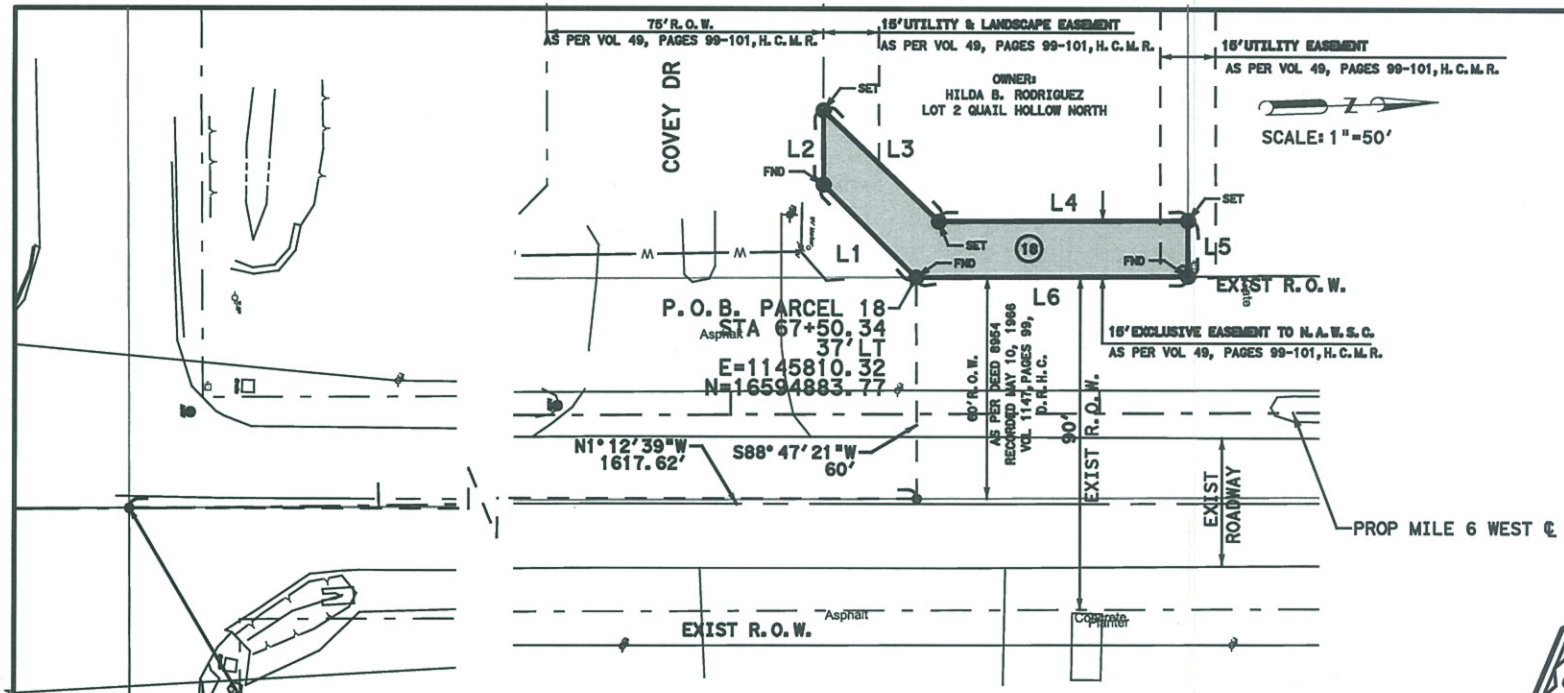
THENCE, S 1° 12' 39" E, for a distance of 73.78' feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 1,638 square feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description

5-16-2016

MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



LINE DATA		
LINE NO.	BEARING	LENGTH
L1	S43°47'21"W	35.36'
L2	S88°47'21"W	20.00'
L3	N42°39'09"E	43.29'
L4	N1°12'39"W	67.57'
L5	N88°47'21"E	15.00'
L6	S1°12'39"E	73.78'

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

SURVEY PLAT
OF
PARCEL 18

BEING A 1,638 SQUARE FEET TRACT OF LAND
OUT OF LOT 2, QUAIL HOLLOW NORTH SUBDIVISION,
AN ADDITION TO THE CITY OF WESLACO,
BEING A SUBDIVISION OUT OF FARM TRACT 210,
BLOCK 180, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 49, PAGES 99-101 M.R.H.C.

TOTAL SQUARE FEET: 31,297 SQ FT
TO BE ACQUIRED: 1,638 SQ FT
REMAINDER: 29,659 SQ FT

OWNER: HILDA B. RODRIGUEZ
BY WARRANTY DEED WITH VENDOR'S LIEN
DATED AUGUST 1, 2011 RECORDED
DOC NO 2229719, O.R.H.C.

LIEN HOLDER: TEXAS NATIONAL BANK
201 S TEXAS
MERCEDES, TX 78570

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 2229719.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WM WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1440
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 18

CONT. NO.	STATE	FEDERAL AID PROJECT NO.		SHEET NO.
	6	TEXAS		MILE 6W
STATE DIST. NO.	COUNTY	CONTROL SEC	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	356	

5/16/2016 8:20:18 PM
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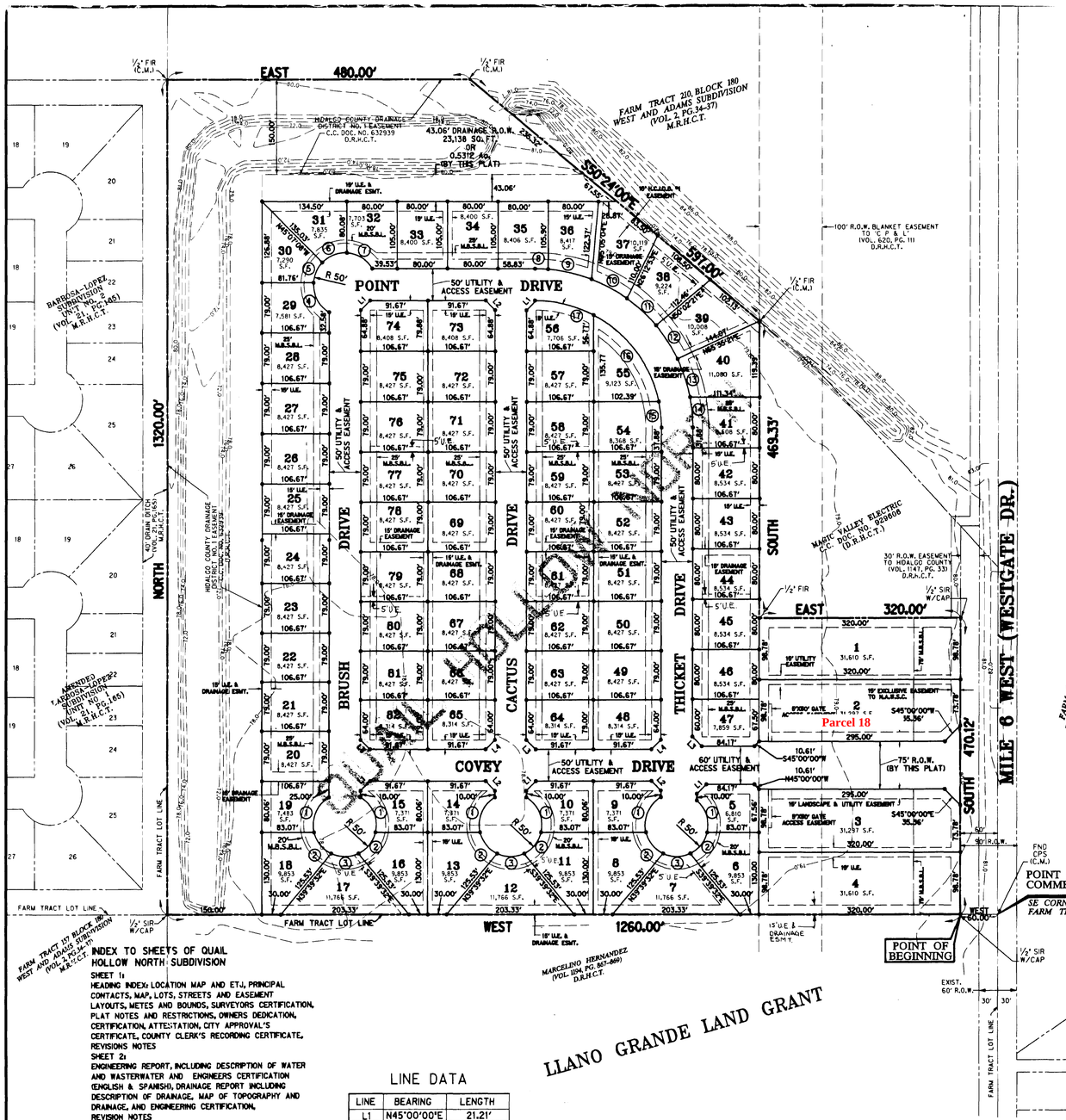
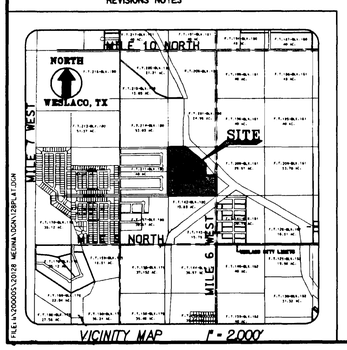


INDEX TO SHEETS OF QUAIL HOLLOW NORTH SUBDIVISION

SHEET 1:
HEADING INDEX: LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, MAP, LOTS, STREETS AND EASEMENT LAYOUTS, METES AND BOUNDS, SURVEYORS CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNERS DEDICATION, CERTIFICATION, ATTESTATION, CITY APPROVAL'S CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISIONS NOTES

SHEET 2:
ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTERWATER AND ENGINEERS CERTIFICATION (ENGLISH & SPANISH), DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES

SHEET 3:
TOP OF CURB ELEVATION, INCLUDING ROAD SECTION DETAIL, CURB AND GUTTER DETAIL AND VALLEY GUTTER DETAIL, TRANSLATED PLAT NOTES AND RESTRICTIONS, REVISIONS NOTES



VICINITY MAP 1" = 2000'

LINE DATA

LINE	BEARING	LENGTH
L1	N45°00'00"E	21.21'
L2	S45°00'00"E	21.21'
L3	N45°00'00"W	21.21'
L4	S45°00'00"W	21.21'

CURVE TABLE

CURVE	Δ DELTA	RADIUS	LENGTH
1	73°36'12"	50.00'	64.23'
2	50°51'57"	50.00'	44.39'
3	51°03'41"	50.00'	44.56'
4	63°34'39"	50.00'	55.48'
5	40°23'35"	50.00'	35.25'
6	49°16'41"	50.00'	43.00'
7	56°45'05"	50.00'	49.53'
8	04°51'25"	250.00'	21.19'
9	16°19'21"	250.00'	71.22'
10	14°29'32"	250.00'	63.23'
11	14°25'19"	250.00'	62.93'
12	14°19'04"	250.00'	62.47'
13	14°29'27"	250.00'	63.23'
14	11°05'51"	250.00'	48.42'
15	11°51'53"	200.00'	41.42'
16	50°19'02"	200.00'	175.64'
17	27°20'26"	200.00'	95.44'

NORTH

SCALE-1"= 100'

0 25 50 75 100 150 200 300

SCALE IN FEET

LEGEND

½" SIR W/CAP	½-INCH SET IRON ROD WITH CAP STAMPED 'HALFF ASSOC. INC.'
½" FIR	½-INCH FOUND IRON ROD
U.E.	UTILITY EASEMENT
CPS	COTTON PICKER SPINDLE
(C.M.)	CONTROL MONUMENT
M.B.S.B.L.	MINIMUM BUILDING SET BACK LINE

STATE OF TEXAS:
COUNTY OF HIDALGO:

CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE QUAIL HOLLOW NORTH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____. 2003.

HIDALGO COUNTY JUDGE — DATE

HIDALGO COUNTY CLERK — DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ JURISDICTION OF A MUNICIPALITY

QUAIL HOLLOW NORTH SUBDIVISION IS LOCATED IN NORTHEASTERN HIDALGO COUNTY APPROXIMATELY 1320' NORTH OF THE INTERSECTION OF MILE 6 NORTH AND MILE 9 WEST. THE NEARBY MUNICIPALITY IS THE CITY OF WESLACO, TEXAS. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO, (POPULATION 39,363), QUAIL HOLLOW NORTH LIES APPROXIMATELY ONE QUARTER OF A MILE NORTH FROM THE CITY LIMITS AND IS WITHIN THE CITY'S URBAN EXTRA-TERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE 212.001 AND LIES WITHIN PRECINCT 1.

LEGAL DESCRIPTION

BEING A 29.93 ACRE TRACT OF LAND SITUATED IN THE LLANO GRANDE LAND GRANT, AND BEING A PART OF FARM TRACT 210, BLOCK 180, WEST AND ADAMS SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, (M.R.H.C.T.), SAID TRACT ALSO BEING A PART, OR ALL OF THE TRACTS OF LAND DESCRIBED IN THE DEED TO MEDELFISH, LTD., AS RECORDED IN THE OFFICE OF THE COUNTY CLERK UNDER DOCUMENT NO. 998369, DEED RECORDS, HIDALGO COUNTY, TEXAS, (D.R.H.C.T.), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT COTTON PICKER SPINDLE FOUND AT THE SOUTHEAST CORNER OF SAID FARM TRACT 210, SAID CORNER BEING IN MILE 6 WEST ROAD (90 FOOT WIDE RIGHT-OF-WAY);

THENCE DUE WEST, ALONG THE SOUTH LINE OF SAID FARM TRACT 210, A DISTANCE OF 60.00 FEET TO A ½-INCH SET IRON ROD WITH A PLASTIC CAP STAMPED 'HALFF ASSOC. INC' HEREINAFTER REFERRED TO AS "WITH CAP" FOR THE POINT OF BEGINNING AT THE SOUTHEAST EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 6 WEST ROAD AS EVIDENCED BY THE RIGHT-OF-WAY EASEMENT TO HIDALGO COUNTY, RECORDED IN VOLUME 1147, PAGE 33, D.R.H.C.T.;

THENCE DUE WEST, ALONG THE SOUTH LINE OF SAID FARM TRACT 210, A DISTANCE OF 1,260.00 FEET TO A ½-INCH SET IRON ROD WITH CAP AT THE SOUTHWEST EXTERIOR CORNER OF SAID FARM TRACT 210, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF AMENDED BARBOSA-LOPEZ SUBDIVISION, UNIT NO. 1, AS RECORDED IN VOLUME 21, PAGE 165, M.R.H.C.T.;

THENCE DUE NORTH, ALONG THE WEST LINE OF SAID FARM TRACT 210, A DISTANCE OF 1,320.00 FEET TO A ½-INCH FOUND IRON ROD AT THE NORTHWEST EXTERIOR CORNER OF SAID FARM TRACT 210, SAID POINT ALSO BEING THE NORTHEAST CORNER OF BARBOSA-LOPEZ SUBDIVISION, UNIT NO. 2 AS RECORDED IN VOLUME, 21, PAGE, 165 M.R.H.C.T.;

THENCE DUE EAST, ALONG THE NORTH LINE OF SAID FARM TRACT 210, A DISTANCE OF 480.00 FEET TO A ½-INCH FOUND IRON ROD FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 50 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 597.00 FEET TO A ½-INCH FOUND IRON ROD FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING ON THE WEST LINE OF A 100 FOOT WIDE BLANKET EASEMENT TO CENTRAL POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 620, PAGE 11, D.R.H.C.T.;

THENCE DUE SOUTH, PARALLEL TO THE EAST LINE OF SAID FARM TRACT 210, AND ALONG SAID WEST LINE, A DISTANCE OF 469.33 FEET TO A ½-INCH FOUND IRON ROD FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DUE EAST, DEPARTING SAID WEST LINE AND PARALLEL TO THE SOUTH LINE OF SAID FARM TRACT 210, A DISTANCE OF 320.00 FEET TO A ½-INCH SET IRON ROD WITH CAP FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 6 WEST ROAD;

THENCE DUE SOUTH, PARALLEL TO THE EAST LINE OF SAID FARM TRACT 210, AND ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 470.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,303,713 SQUARE FEET OR 29.93 ACRES OF LAND, MORE OR LESS.

PLAT NOTES & RESTRICTIONS

1. BY GRAPHICAL PLOTTING, THE PARCEL DESCRIBED HEREON LIES WITHIN ZONE "X" AS DELINEATED ON THE HIDALGO COUNTY, TEXAS FLOOD INSURANCE RATE MAP, PANEL NUMBER 480334 0450 C, DATED JUN. 6, 2000, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ZONE 'X' IS DEFINED AS 'AREAS OUTSIDE THE 500-YEAR FLOOD PLAIN.'
2. MINIMUM FINISH FLOOR ELEVATION: 79.0 FEET ABOVE MEAN SEA LEVEL, BASED ON NAVD 29, OR 18" ABOVE BACK OF CURB, WHICHEVER IS GREATER.
3. MINIMUM BUILDING SETBACK LINES (M.B.S.B.L.) SHALL BE:
   FRONT 25' GARAGE 25' LOTS 1-4 - FRONT: 75.0'
   SIDES (INTERIOR) 6' CORNERS 10' LOTS 1-4 - REAR: 100.0'
   REAR 10'
   CUL-DE-SAC 20' GARAGE 20' (CUL-DE-SAC LOTS) OR EASEMENT WHICHEVER IS GREATER.
4. STORM WATER DETENTION REQUIRED FOR THIS DEVELOPMENT SHALL BE 3.35 AC-FT AND SHALL BE DETAINED WITHIN THE EXISTING DRAINAGE EASEMENTS.
5. BENCHMARK INFORMATION: RIM OF EXISTING MANHOLE LOCATED AT THE INTERSECTION OF MILE 9 NORTH AND MILE 6 WEST ON THE WEST R.O.W LINE OF MILE 6 WEST. ELEV=79.20 FEET ABOVE MEAN SEA LEVEL, BASED ON NAVD 29.
6. BASIS OF BEARING BEING THE NORTH LINE OF FARM TRACT 210 AS SHOWN ON PLAT RECORDED IN VOLUME 2, PAGES 34 - 37, M.R.H.C.T.
7. LOTS 5,9,10,14,15,47,48,56,64,65,73,74, AND 82, TO HAVE A 15' CORNER CLIP AS SHOWN HEREON.
8. NO PERMANENT STRUCTURES ARE TO BE BUILT OVER ANY EASEMENT.
9. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO OTHER USE SHALL BE ALLOWED UNLESS IT IS SPECIFICALLY STATED ON PLAT. • (SEE ADDITIONAL NOTES BELOW)
10. LOTS 1-4 TO BE FOR COMMERCIAL USE ONLY.
11. LOTS 18-47 SHALL BE REQUIRED TO PROVIDE A 6 FOOT HIGH FENCE BUFFER AT THE REAR PROPERTY LINE.
12. AN 8' HIGH FENCE BUFFER REQUIRED FOR COMMERCIAL LOTS ABUTTING RESIDENTIAL LOTS.
13. ALL STREET LIGHTS AND TRAFFIC CONTROL SIGNS TO BE PAID FOR AND INSTALLED BY THE DEVELOPER BEFORE ANY BUILDING PERMITS CAN BE ISSUED.
14. LOTS 37,38,39, AND 40 MAY NOT BUILD A FENCE OR ANY OTHER STRUCTURE WITHIN THE 15 FOOT EASEMENT DEDICATED TO HCDD #1.
15. LANDSCAPE EASEMENT TO BE MAINTAINED BY THE SUBDIVISION HOMEOWNER'S ASSOCIATION.

(CONTINUED)

9. (CONTINUED) ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
16. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.
17. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
18. AN OFF-STREET PARKING LOT SITEPLAN SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION.

NORTH ALAMO WATER SUPPLY RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED 'GRANTOR', WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED 'GRANTEE'), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND THE GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTERLINE THEREOF BEING THE PIPELINE AS INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON TO A PUBLIC ROAD AND THE CITY, COUNTRY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRED THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSES OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO AVOID THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTERLINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____. 2003

(GRANTOR'S SIGNATURE)

STATE OF TEXAS:
COUNTY OF HIDALGO:

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS QUAIL HOLLOW NORTH DO HEREBY GRANT THE EASEMENTS AS SHOWN TO THE CITY OF WESLACO, COUNTY OF HIDALGO, AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY AND OR COUNTY THE USE OF STREETS AND EASEMENTS SHOWN THEREON. SURFACE USE OF THE STREETS AND EASEMENTS ARE RESTRICTED TO THE EMPLOYEES OR AGENTS OF SAID CITY OR COUNTY, EMPLOYEES OF THE UTILITIES OPERATING UNDER FRANCHISE OF SAID CITY OR COUNTY, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. ALL STREETS / NO SIDEWALKS IN THIS SUBDIVISION SHALL BE PRIVATELY OWNED AND AS A GATED COMMUNITY SHALL BE MAINTAINED BY THE QUAIL HOLLOW NORTH LOT OWNERS ASSOCIATION.

JUAN M. MEDINA
617-B S TEXAS BOULEVARD
WESLACO, TEXAS 78596

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPREARED JUAN M. MEDINA, 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 STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 24th DAY OF June, 2003.

NOTARY PUBLIC

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY, WHEREIN MY APPROVAL IS REQUIRED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF July, 2003.

CHAIRMAN, PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THIS CITY, WHEREIN MY APPROVAL IS REQUIRED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF June, 2003.

ATTESTED: SECRETARY, CITY OF WESLACO

MAYOR, CITY OF WESLACO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THOSE DETERMINATIONS.

BY, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 — DATE

THIS PLAT APPROVED BY HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT No. NINE (9) ON THIS THE 29 DAY OF May, 2003. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED ON H.C.I.D NO. 9 RIGHTS-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE GENERAL MANAGER.

GENERAL MANAGER

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, SHAWN ROCKENBAUGH, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

SHAWN ROCKENBAUGH
85566
LICENSED PROFESSIONAL ENGINEER
10/17/2002

SHAWN ROCKENBAUGH
REGISTERED PROFESSIONAL ENGINEER
P.E. REGISTRATION No. 85566

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, STEVEN G. YOUNG, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY, MADE UNDER MY SUPERVISION, ON THE GROUND.

STEVEN G. YOUNG
5503
REGISTERED PROFESSIONAL LAND SURVEYOR
10/17/2002

STEVEN G. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS No. 5503

FILED FOR RECORD IN: HIDALGO COUNTY
BY: EDDY TREVINO
COUNTY CLERK
ON: 12/5/2003 AT 2:51 PM
AS A RECORDING NUMBER 1556878
BY: Deputy

Recorded in Volume 49 Page 99 of the Official Records of Hidalgo County, Texas

PRINCIPAL CONTACTS:

OWNER:	ENGINEER:	SURVEYOR:
JUAN M. MEDINA	HALFF ASSOCIATES, INC.	HALFF ASSOCIATES, INC.
617-B S. TEXAS BLVD.	4600 W. MILITARY HWY #700	4600 W. MILITARY HWY #700
WESLACO, TX 78596	McALLEN, TX 78503	McALLEN, TX 78503
(956) 968-8900	(956) 664-0286	(956) 664-0286

PLAT OF QUAIL HOLLOW NORTH

WESLACO, TEXAS

BEING A 29.93 AC. TRACT OF LAND OUT OF FARM TRACT 210, BLOCK 180 WEST AND ADAMS TRACT SUBDIVISION LLANO GRANDE LAND GRANT VOL. 2, PG. 34-37, M.R.H.C.T.

DATE OF PREPARATION: AUGUST, 2002

HALFF ASSOCIATES
ENGINEERS • SCIENTISTS • SURVEYORS • PLANNERS
4600 W. MILITARY, SUITE 700 • MCALLEN TX. • 78503 • (956)664-0286

AVO - 20128 SHEET 1 OF 3

P:\LEA\20000\20128 MEDINA\SDN\SEPIA\PLAT.DGN

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 19)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Map Records with designation: Volume 49, Pages 99-101;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public,State of Texas
ID# 680108-0
My Commission Expires
06-25-2021

Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: MARTHA R. MONTELONGO &
MACARIO MONTELONGO

FIELD NOTES FOR PARCEL – 19

Being a 1,482 square feet of land, more or less, out of Lot 1, Quail Hollow North Subdivision, and addition to the City of Weslaco, Hidalgo County, Texas according to the map thereof recorded in Volume 49, Pages 99 thru 101, Map Records, Hidalgo County, Texas. Said Lot 1 is vested to Martha Montelongo & Macario Montelongo by virtue of Warranty Deed with vendor's lien dated October 24, 2007, recorded in Document No. 1821377, Official Records, Hidalgo County, Texas. Said 1,482 square feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southwest corner of Farm Tract 143, Block 180, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Vol.2 Pg. 34 thru 37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,904.4905 and Y=16,593,267.7769. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1691.41' feet, along the east property line of Farm Tract 143, Farm Tract 142 and Farm Tract 210 to a point;

THENCE, S 88° 47' 21" W, for a distance of 60.00' feet, to an existing rebar set for the southeast corner of Lot 1 and **The Point Of Beginning** herein described;

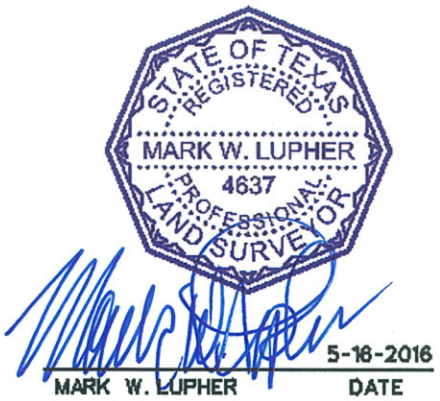
THENCE, S 88° 47' 21" W, for a distance of 15.00' feet, to a No. 4 with plastic cap set for the southwest of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 98.78' along the proposed right of way of Mile 6 West to a No. 4 with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 15.00' feet along the north property line of Lot 1 to an existing rebar found for the northeast corner of said tract herein described;

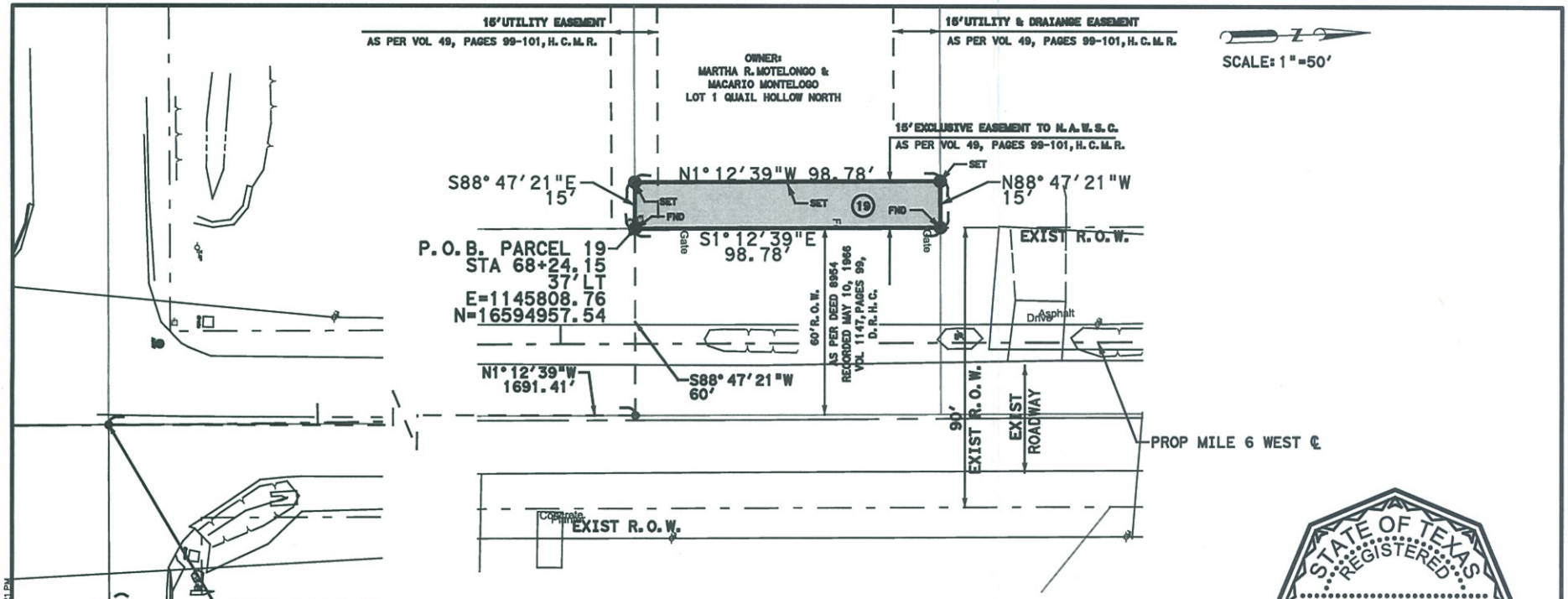
THENCE, S 1° 12' 39" E, for a distance of 98.78' feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 1,482 square feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



MARK W. LUPHER 5-18-2016 DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 19

BEING A 1,482 SQUARE FEET TRACT OF LAND
OUT OF LOT 1, QUAIL HOLLOW NORTH SUBDIVISION,
AN ADDITION TO THE CITY OF WESLACO,
BEING A SUBDIVISION OUT OF FARM TRACT 210,
BLOCK 180, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 49, PAGES 99-101 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER — 5/16/2016 DATE

TOTAL SQUARE FEET: 31,610 SQ FT
TO BE ACQUIRED: 1,482 SQ FT
REMAINDER: 30,128 SQ FT

OWNER: MARTHA R. MONTELONGO & MACARIO MONTELONGO
BY WARRANTY DEED WITH VENDOR'S LIEN
DATED OCTOBER 24, 2007 RECORDED
DOC NO 1821377, O.R.H.C.

LIEN HOLDER: WELLS FARGO BANK, NATIONAL ASSOCIATION
120 WEST NOLANA
McALLEN, TX 78504

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1821377.

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WV WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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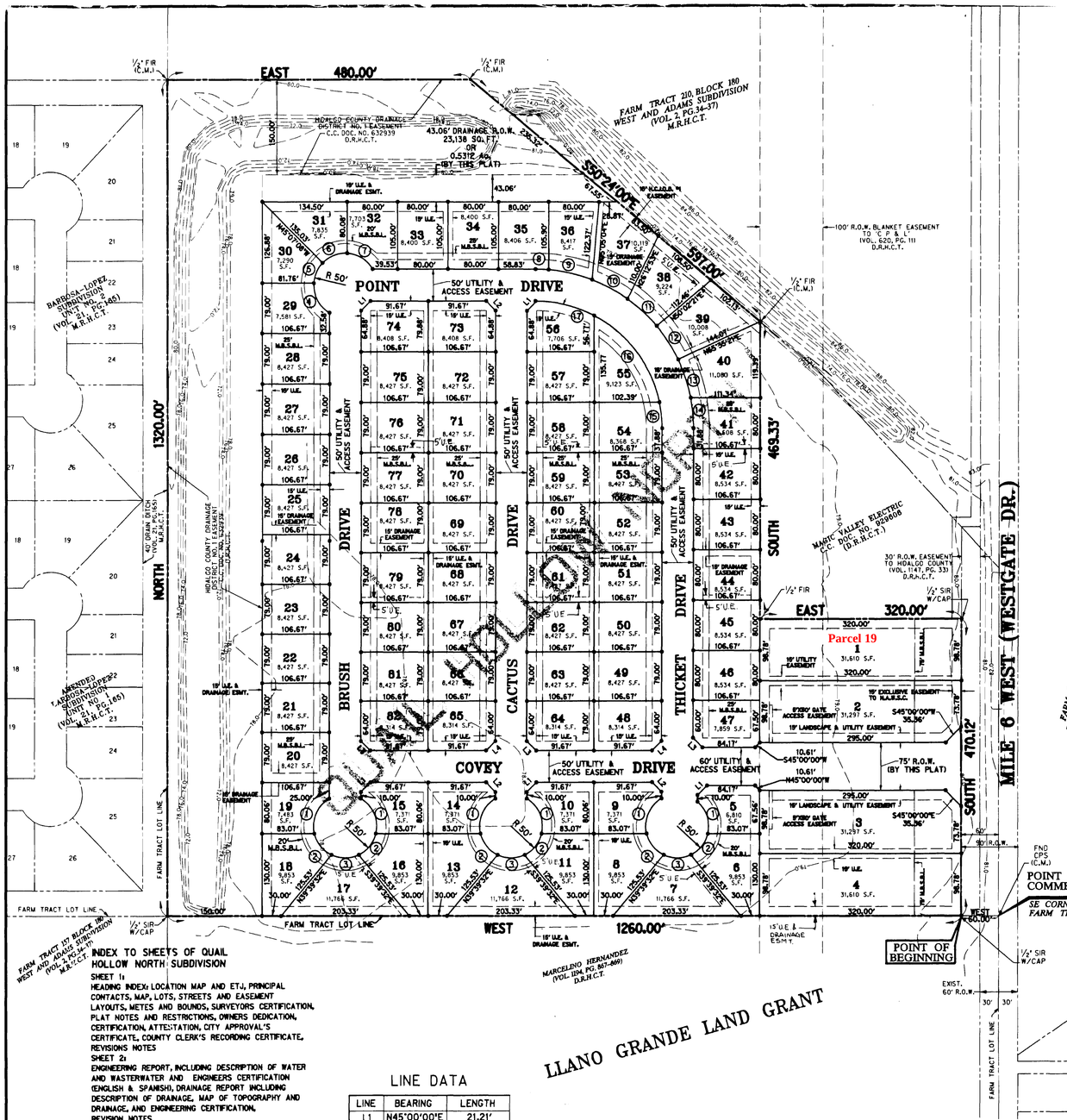
Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 19

DIST.	STATE	FEDERAL AID PROJECT NO.	PROJECT NO.
6	TEXAS		MILE 6W
STATE CONT. NO.	COUNTY	CONTROL SUBJ	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	356	

8/20/21 PM
5/16/2016
c:\projects\dgn\35298\Parcel19.dgn



INDEX TO SHEETS OF QUAIL HOLLOW NORTH SUBDIVISION

SHEET 1:
HEADING INDEX: LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, MAP, LOTS, STREETS AND EASEMENT LAYOUTS, METES AND BOUNDS, SURVEYORS CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNERS DEDICATION, CERTIFICATION, ATTESTATION, CITY APPROVAL'S CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISIONS NOTES

SHEET 2:
ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTERWATER AND ENGINEERS CERTIFICATION (ENGLISH & SPANISH), DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES

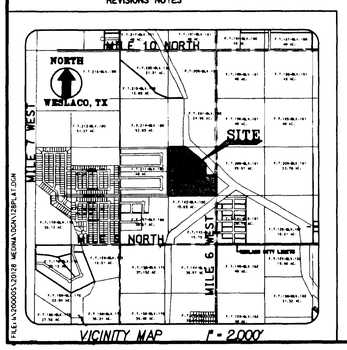
SHEET 3:
TOP OF CURB ELEVATION, INCLUDING ROAD SECTION DETAIL, CURB AND GUTTER DETAIL AND VALLEY GUTTER DETAIL, TRANSLATED PLAT NOTES AND RESTRICTIONS, REVISIONS NOTES

LINE DATA

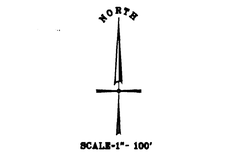
LINE	BEARING	LENGTH
L1	N45°00'00"E	21.21'
L2	S45°00'00"E	21.21'
L3	N45°00'00"W	21.21'
L4	S45°00'00"W	21.21'

CURVE TABLE

CURVE	Δ DELTA	RADIUS	LENGTH
1	73°36'12"	50.00'	64.23'
2	50°51'57"	50.00'	44.39'
3	51°03'41"	50.00'	44.56'
4	63°34'39"	50.00'	55.48'
5	40°23'35"	50.00'	35.25'
6	49°16'41"	50.00'	43.00'
7	56°45'05"	50.00'	49.53'
8	04°51'25"	250.00'	21.19'
9	16°19'21"	250.00'	71.22'
10	14°29'32"	250.00'	63.23'
11	14°25'19"	250.00'	62.93'
12	14°19'04"	250.00'	62.47'
13	14°29'27"	250.00'	63.23'
14	11°05'51"	250.00'	48.42'
15	11°51'53"	200.00'	41.42'
16	50°19'02"	200.00'	175.64'
17	27°20'26"	200.00'	95.44'



VICINITY MAP 1" = 2000'



LEGEND

1/2" SIR W/CAP	1/2-INCH SET IRON ROD WITH CAP STAMPED 'HALFF ASSOC. INC.'
1/2" FIR	1/2-INCH FOUND IRON ROD
U.E.	UTILITY EASEMENT
CPS	COTTON PICKER SPINDLE
(C.M.)	CONTROL MONUMENT
M.B.S.B.L.	MINIMUM BUILDING SET BACK LINE

STATE OF TEXAS:
COUNTY OF HIDALGO:

CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE QUAIL HOLLOW NORTH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____. 2003.

HIDALGO COUNTY JUDGE — DATE

HIDALGO COUNTY CLERK — DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ JURISDICTION OF A MUNICIPALITY

QUAIL HOLLOW NORTH SUBDIVISION IS LOCATED IN NORTHEASTERN HIDALGO COUNTY APPROXIMATELY 1320' NORTH OF THE INTERSECTION OF MILE 6 NORTH AND MILE 9 WEST. THE NEARBY MUNICIPALITY IS THE CITY OF WESLACO, TEXAS. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO, (POPULATION 39,363), QUAIL HOLLOW NORTH LIES APPROXIMATELY ONE QUARTER OF A MILE NORTH FROM THE CITY LIMITS AND IS WITHIN THE CITY'S URBAN EXTRA-TERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE 212.001 AND LIES WITHIN PRECINCT 1.

LEGAL DESCRIPTION

BEING A 29.93 ACRE TRACT OF LAND SITUATED IN THE LLANO GRANDE LAND GRANT, AND BEING A PART OF FARM TRACT 210, BLOCK 180, WEST AND ADAMS SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, (M.R.H.C.T.), SAID TRACT ALSO BEING A PART, OR ALL OF THE TRACTS OF LAND DESCRIBED IN THE DEED TO MEDELFISH, LTD., AS RECORDED IN THE OFFICE OF THE COUNTY CLERK UNDER DOCUMENT NO. 998369, DEED RECORDS, HIDALGO COUNTY, TEXAS, (D.R.H.C.T.), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT COTTON PICKER SPINDLE FOUND AT THE SOUTHEAST CORNER OF SAID FARM TRACT 210, SAID CORNER BEING IN MILE 6 WEST ROAD (90 FOOT WIDE RIGHT-OF-WAY);

THENCE DUE WEST, ALONG THE SOUTH LINE OF SAID FARM TRACT 210, A DISTANCE OF 60.00 FEET TO A 1/2-INCH SET IRON ROD WITH A PLASTIC CAP STAMPED 'HALFF ASSOC. INC' HEREINAFTER REFERRED TO AS "WITH CAP") FOR THE POINT OF BEGINNING AT THE SOUTHEAST EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 6 WEST ROAD AS EVIDENCED BY THE RIGHT-OF-WAY EASEMENT TO HIDALGO COUNTY, RECORDED IN VOLUME 1147, PAGE 33, D.R.H.C.T.;

THENCE DUE WEST, ALONG THE SOUTH LINE OF SAID FARM TRACT 210, A DISTANCE OF 1,260.00 FEET TO A 1/2-INCH SET IRON ROD WITH CAP AT THE SOUTHWEST EXTERIOR CORNER OF SAID FARM TRACT 210, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF AMENDED BARBOSA-LOPEZ SUBDIVISION, UNIT NO. 1, AS RECORDED IN VOLUME 21, PAGE 165, M.R.H.C.T.;

THENCE DUE NORTH, ALONG THE WEST LINE OF SAID FARM TRACT 210, A DISTANCE OF 1,320.00 FEET TO A 1/2-INCH FOUND IRON ROD AT THE NORTHWEST EXTERIOR CORNER OF SAID FARM TRACT 210, SAID POINT ALSO BEING THE NORTHEAST CORNER OF BARBOSA-LOPEZ SUBDIVISION, UNIT NO. 2 AS RECORDED IN VOLUME, 21, PAGE, 165 M.R.H.C.T.;

THENCE DUE EAST, ALONG THE NORTH LINE OF SAID FARM TRACT 210, A DISTANCE OF 480.00 FEET TO A 1/2-INCH FOUND IRON ROD FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 50 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 597.00 FEET TO A 1/2-INCH FOUND IRON ROD FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING ON THE WEST LINE OF A 100 FOOT WIDE BLANKET EASEMENT TO CENTRAL POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 620, PAGE 11, D.R.H.C.T.;

THENCE DUE SOUTH, PARALLEL TO THE EAST LINE OF SAID FARM TRACT 210, AND ALONG SAID WEST LINE, A DISTANCE OF 469.33 FEET TO A 1/2-INCH FOUND IRON ROD FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DUE EAST, DEPARTING SAID WEST LINE AND PARALLEL TO THE SOUTH LINE OF SAID FARM TRACT 210, A DISTANCE OF 320.00 FEET TO A 1/2-INCH SET IRON ROD WITH CAP FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 6 WEST ROAD;

THENCE DUE SOUTH, PARALLEL TO THE EAST LINE OF SAID FARM TRACT 210, AND ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 470.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,303,713 SQUARE FEET OR 29.93 ACRES OF LAND, MORE OR LESS.

PLAT NOTES & RESTRICTIONS

1. BY GRAPHICAL PLOTTING, THE PARCEL DESCRIBED HEREON LIES WITHIN ZONE "X" AS DELINEATED ON THE HIDALGO COUNTY, TEXAS FLOOD INSURANCE RATE MAP, PANEL NUMBER 480334 0450 C, DATED JUN. 6, 2000, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ZONE 'X' IS DEFINED AS 'AREAS OUTSIDE THE 500-YEAR FLOOD PLAIN.'
2. MINIMUM FINISH FLOOR ELEVATION: 79.0 FEET ABOVE MEAN SEA LEVEL, BASED ON NAVD 29, OR 18" ABOVE BACK OF CURB, WHICHEVER IS GREATER.
3. MINIMUM BUILDING SETBACK LINES (M.B.S.B.L.) SHALL BE:
   FRONT 25' GARAGE 25' LOTS 1-4 - FRONT: 75.0'
   SIDES (INTERIOR) 6' CORNERS 10' LOTS 1-4 - REAR: 100.0'
   REAR 10'
   CUL-DE-SAC 20' GARAGE 20' (CUL-DE-SAC LOTS) OR EASEMENT WHICHEVER IS GREATER.
4. STORM WATER DETENTION REQUIRED FOR THIS DEVELOPMENT SHALL BE 3.35 AC-FT AND SHALL BE DETAINED WITHIN THE EXISTING DRAINAGE EASEMENTS.
5. BENCHMARK INFORMATION: RIM OF EXISTING MANHOLE LOCATED AT THE INTERSECTION OF MILE 9 NORTH AND MILE 6 WEST ON THE WEST R.O.W LINE OF MILE 6 WEST. ELEV=79.20 FEET ABOVE MEAN SEA LEVEL, BASED ON NAVD 29.
6. BASIS OF BEARING BEING THE NORTH LINE OF FARM TRACT 210 AS SHOWN ON PLAT RECORDED IN VOLUME 2, PAGES 34 - 37, M.R.H.C.T.
7. LOTS 5,9,10,14,15,47,48,56,64,65,73,74, AND 82, TO HAVE A 15' CORNER CLIP AS SHOWN HEREON.
8. NO PERMANENT STRUCTURES ARE TO BE BUILT OVER ANY EASEMENT.
9. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO OTHER USE SHALL BE ALLOWED UNLESS IT IS SPECIFICALLY STATED ON PLAT. • (SEE ADDITIONAL NOTES BELOW)
10. LOTS 1-4 TO BE FOR COMMERCIAL USE ONLY.
11. LOTS 18-47 SHALL BE REQUIRED TO PROVIDE A 6 FOOT HIGH FENCE BUFFER AT THE REAR PROPERTY LINE.
12. AN 8' HIGH FENCE BUFFER REQUIRED FOR COMMERCIAL LOTS ABUTTING RESIDENTIAL LOTS.
13. ALL STREET LIGHTS AND TRAFFIC CONTROL SIGNS TO BE PAID FOR AND INSTALLED BY THE DEVELOPER BEFORE ANY BUILDING PERMITS CAN BE ISSUED.
14. LOTS 37,38,39, AND 40 MAY NOT BUILD A FENCE OR ANY OTHER STRUCTURE WITHIN THE 15 FOOT EASEMENT DEDICATED TO MCDD #1.
15. LANDSCAPE EASEMENT TO BE MAINTAINED BY THE SUBDIVISION HOMEOWNER'S ASSOCIATION.

(CONTINUED)

9. (CONTINUED) ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
16. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.
17. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
18. AN OFF-STREET PARKING LOT SITEPLAN SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION.

NORTH ALAMO WATER SUPPLY RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED 'GRANTOR', WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED 'GRANTEE'), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND THE GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTERLINE THEREOF BEING THE PIPELINE AS INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON TO A PUBLIC ROAD AND THE CITY, COUNTRY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRED THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSES OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO AVOID THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTERLINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____. 2003

(GRANTOR'S SIGNATURE)

STATE OF TEXAS:
COUNTY OF HIDALGO:

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS QUAIL HOLLOW NORTH DO HEREBY GRANT THE EASEMENTS AS SHOWN TO THE CITY OF WESLACO, COUNTY OF HIDALGO, AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY AND OR COUNTY THE USE OF STREETS AND EASEMENTS SHOWN THEREON. SURFACE USE OF THE STREETS AND EASEMENTS ARE RESTRICTED TO THE EMPLOYEES OR AGENTS OF SAID CITY OR COUNTY, EMPLOYEES OF THE UTILITIES OPERATING UNDER FRANCHISE OF SAID CITY OR COUNTY, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. ALL STREETS / NO SIDEWALKS IN THIS SUBDIVISION SHALL BE PRIVATELY OWNED AND AS A GATED COMMUNITY SHALL BE MAINTAINED BY THE QUAIL HOLLOW NORTH LOT OWNERS ASSOCIATION.

JUAN M. MEDINA
617-B S TEXAS BOULEVARD
WESLACO, TEXAS 78596

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPREARED JUAN M. MEDINA, 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 STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 24th DAY OF June, 2003.

NOTARY PUBLIC

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY, WHEREIN MY APPROVAL IS REQUIRED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF July, 2003.

CHAIRMAN, PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THIS CITY, WHEREIN MY APPROVAL IS REQUIRED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF June, 2003.

ATTESTED: SECRETARY, CITY OF WESLACO

MAYOR, CITY OF WESLACO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THOSE DETERMINATIONS.

BY, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 — DATE

THIS PLAT APPROVED BY HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT NO. NINE (9) ON THIS THE 29 DAY OF May, 2003. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED ON H.C.I.D NO. 9 RIGHTS-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE GENERAL MANAGER.

GENERAL MANAGER

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, SHAWN ROCKENBAUGH, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

SHAWN ROCKENBAUGH
85566
LICENSED PROFESSIONAL ENGINEER
10/17/2002

SHAWN ROCKENBAUGH
REGISTERED PROFESSIONAL ENGINEER
P.E. REGISTRATION No. 85566

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, STEVEN G. YOUNG, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY, MADE UNDER MY SUPERVISION, ON THE GROUND.

STEVEN G. YOUNG
5503
REGISTERED PROFESSIONAL LAND SURVEYOR
10/17/2002

STEVEN G. YOUNG
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS No. 5503

FILED FOR RECORD IN: HIDALGO COUNTY
BY: _____ DEPUTY
COUNTY CLERK
ON: 12/26/03 AT 2:51 AM
AS A RECORDING NUMBER 1556878
BY: _____ DEPUTY

Recorded in Volume 49 Page 99 of the Official Records of Hidalgo County, Texas

PRINCIPAL CONTACTS:

OWNER:	ENGINEER:	SURVEYOR:
JUAN M. MEDINA	HALFF ASSOCIATES, INC.	HALFF ASSOCIATES, INC.
617-B S. TEXAS BLVD.	4600 W. MILITARY HWY *700	4600 W. MILITARY HWY *700
WESLACO, TX 78596	McALLEN, TX 78503	McALLEN, TX 78503
(956) 968-8900	(956) 664-0286	(956) 664-0286

PLAT OF QUAIL HOLLOW NORTH

WESLACO, TEXAS

BEING A 29.93 AC. TRACT OF LAND OUT OF FARM TRACT 210, BLOCK 180 WEST AND ADAMS TRACT SUBDIVISION LLANO GRANDE LAND GRANT VOL. 2, PG. 34-37, M.R.H.C.T.

DATE OF PREPARATION: AUGUST, 2002

HALFF ASSOCIATES
ENGINEERS • SCIENTISTS • SURVEYORS • PLANNERS
4600 W. MILITARY, SUITE 700 • MCALLEN TX. • 78503 • (956)664-0286

AVO - 20128 SHEET 1 OF 3

P:\LEA\20000\20128 MEDINA\SDN\SEPIA\PLAT.DGN

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 22)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Official Records with designation: Document Number 1188366;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: LINDA D. LOPEZ aka.
LINDA D. PALMANN

FIELD NOTES FOR PARCEL – 22

Being a 1.113 Acres of land, more or less, out of Farm Tract 207, Block 180, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Linda D. Lopez aka Linda D. Palmann by virtue of Quit-Claim Deed dated September 30, 2003, Document 1251845, Official Records and Special Warranty Deed dated April 4, 2011 Document No. 2195939 Official Records, Hidalgo County, Texas. Said 1.113 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southwest corner of Farm Tract 143, Block 180, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Vol.2 Pg. 34 thru 37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,904.4905 and Y=16,593,267.7769. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 2,197.72' feet, along the east property line of Farm Tract 143, Farm Tract 142, Farm Tract 210, and Farm Tract 207 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00' feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, N 43° 47' 23" W, for a distance of 65.40' feet, to a No. 4 with plastic cap set for the southwest of said tract herein described;

THENCE, in a Northeasterly direction with the Proposed East Right of Way of said Mile 6 West with a curve to the right having a Delta angle 2° 10' 12" , a Radius 7922' feet, a Tangent of 150.04' feet, an Arc length 300.04'feet, a Chord length of 300.02' feet, and a Chord bearing N 0° 39' 52" E to a No 4 rebar with cap set for an interior corner along the Proposed East Right of Way of Mile 6 West tract herein described;

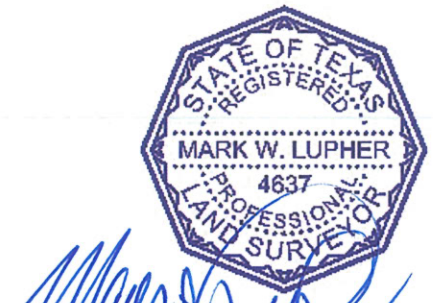
THENCE, in a Northeasterly direction with the Proposed East Right of Way of said Mile 6 West with a curve to the left having a Delta angle 2° 57' 37" , a Radius 7818' feet, a Tangent of 202.02' feet, an Arc length 403.94'feet, a Chord length of 403.90' feet, and a Chord bearing N 0° 16' 10" E to a No 4 rebar with cap set for an interior corner along the Proposed East Right of Way of Mile 6 West tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 1,010.66' along the proposed right of way of Mile 6 West to a No. 4 with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 24.00' to an existing rebar found for the northeast corner of said tract herein described;

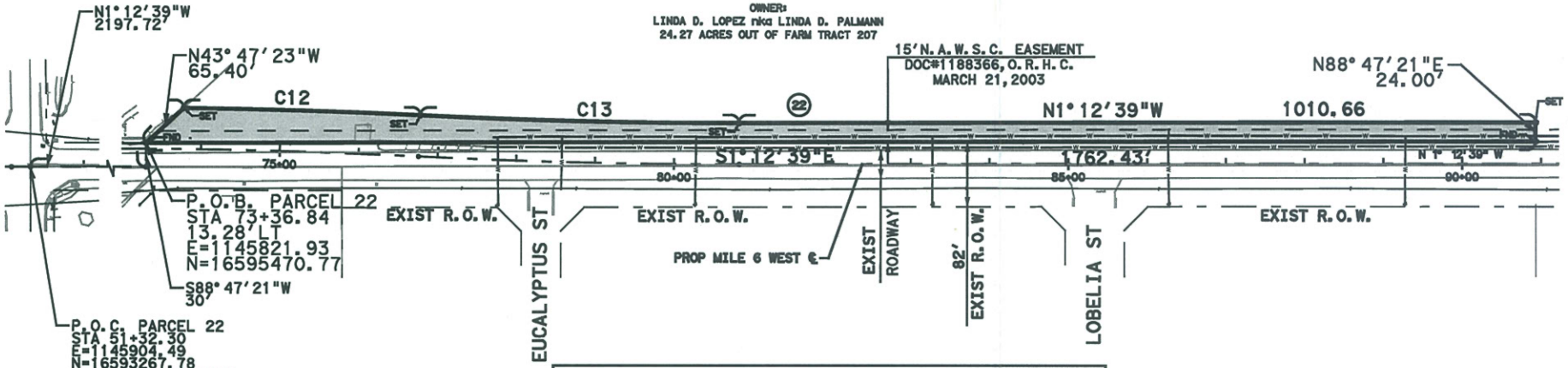
THENCE, S 1° 12' 39" E, for a distance of 1,762.43' feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 1.113 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



MARK W. LUPHER 5-16-2016 DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C12	2°10'12"	7922'	150.04'	300.04'	300.02'	N 0°39'52"E
C13	2°57'37"	7818'	202.02'	403.94'	403.90'	N 0°16'10"E

SURVEY PLAT
OF
PARCEL 22
BEING A 1.113 AC TRACT OF LAND
OUT OF FARM TRACT 207,
BLOCK 180, WEST TRACT SUBDIVISION,
HIDALGO COUNTY RECORDED
VOL 2, PG 34 THRU 37 H.C.M.R.
BEING THE SAME TRACT OF LAND DESCRIBED BY METES AND BOUNDS IN A WARRANTY DEED FROM AMERICAN RIO GRANDE LAND AND IRRIGATION COMPANY DATED MAY 17, 1918 VOLUME 74, PAGE 65 D.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER — DATE

TOTAL ACRES: 24.27 AC
TO BE ACQUIRED: 1.113 AC
REMAINDER: 23.157 AC

OWNER: LINDA D. LOPEZ nka LINDA D. PALMANN
BY QUIT-CLAIM DEED
DATED SEPTEMBER 30, 2003
DOC #1251845 O.R.H.C.

BY SPECIAL WARRANTY DEED
DATED APRIL 4, 2011
DOC# 2195939 O.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1251845.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WM — WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IOV — IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 22

DIST.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.
6	TEXAS		MILE 6W

STATE DIST. NO.	COUNTY	CONTROL SECT	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	356	

8:20:37 PM
5/16/2016
c:\civil\tedsi\dgn\3536\Parcel22.dgn

1188366

1188366

THE STATE OF TEXAS §
§ RIGHT OF WAY EASEMENT
COUNTY OF HIDALGO §

KNOWN ALL MEN BY THESE PRESENTS: that we, **LINDA LOPEZ and CHARLES J. DIDION and wife, RUTH M. DIDION** , of 4165 Providence Dr., Saint Charles, Missouri 63304-5546 (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by **NORTH ALAMO WATER SUPPLY CORPORATION**, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water distribution lines and appurtenances over and across land, more particularly described as follows:

An easement 15.0 feet wide over and across all of Farm Tract 206 and Farm Tract 207, West Tract Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 34, Map Records in the Office of the County Clerk of Hidalgo County, Texas. Land owned by Grantors by virtue of Warranty Deed recorded in Volume 1671, Page 696, Deed Records, Hidalgo County, Texas, and being a strip of land 15.0 feet wide lying West of and adjacent to the West right of way line of Mile 6 West Road.

together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI

of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 21st day of March, 2003.

LINDA LOPEZ

CHARLES J. DIDION

RUTH M. DIDION

LINDA M. KNOP
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES: JUNE 18, 2007

THE STATE OF MISSOURI §
§
COUNTY OF ST-CHARLES §

This instrument was acknowledged before me on this the 21st day of March, 2003 by Linda Lopez.

Linda M. Knop
Notary Public, State of ~~Texas~~ Missouri

LINDA M. KNOP
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES: JUNE 18, 2007

THE STATE OF ~~TEXAS~~ Missouri §
St. Charles §
COUNTY OF ~~HIDALGO~~ §

This instrument was acknowledged before me on this the 21st day of March, 2003 by Charles J. Didion and wife, Ruth M. Didion.

Linda M. Knop
Notary Public, State of ~~Texas~~ Missouri

RETURN TO:
North Alamo WSC
420 S. Doolittle Rd.
Edinburg, Texas 78539-3832

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Apr 14,2003 at 01:39P

As a Recording

Document Number: 1188366
Total Fees : 16.00

Receipt Number - 491472
By
Imelda Leal, Deputy

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 23)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Official Records with designation: Document Number 1188366;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS
SUSAN J HEADLEY
Notary Public,State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: LINDA D. LOPEZ aka.
LINDA D. PALMANN

FIELD NOTES FOR PARCEL – 23

Being a 0.688 Acres of land, more or less, out of Farm Tract 206, Block 180, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Linda D. Lopez aka Linda D. Palmann by virtue of Quit-Claim Deed dated September 30, 2003, Document 1251845, Official Records and Special Warranty Deed dated April 4, 2011 Document No. 2195939 Official Records, Hidalgo County, Texas. Said 0.688 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southwest corner of Farm Tract 143, Block 180, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Page 34 thru 37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,904.4905 and Y=16,593,267.7769. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 3,960.16'feet, along the east property line of Farm Tract 143, Farm Tract 142, Farm Tract 210, Farm Tract 207, to a the southeast corner of Farm Tract 206;

THENCE, S 88° 47' 21" W, for a distance of 30.00' feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 24.00' feet, to a No. 4 with plastic cap set for the southwest of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 820.85' along the proposed right of way of Mile 6 West to a No. 4 with plastic cap set for and interior corner of said tract herein described;

THENCE, in a Northwesterly direction with the Proposed East Right of Way of said Mile 6 West with a curve to the right having a Delta angle 2° 18' 17" , a Radius 7922' feet, a Tangent of 159.36' feet, an Arc length 318.68' feet, a Chord length of 318.66' feet, and a Chord bearing N 0° 03' 30" W to a No 4 rebar with cap set for an interior corner along the Proposed East Right of Way of Mile 6 West tract herein described;

THENCE, in a Northeasterly direction with the Proposed East Right of Way of said Mile 6 West with a curve to the left having a Delta angle 0° 44' 16" , a Radius 7818' feet, a Tangent of 50.33' feet, an Arc length 100.66' feet, a Chord length of 100.66' feet, and a Chord bearing N 0° 43' 31" E to a No 4 rebar with cap set for an interior corner along the Proposed East Right of Way of Mile 6 West tract herein described;

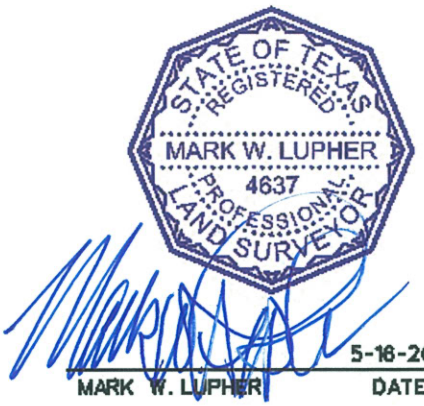
THENCE, N 45° 28' 51" W, for a distance of 41.90' along the proposed right of way of Mile 6 West to a No. 4 with plastic cap set for an interior corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 20.00' to No. 4 with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 43.43' along the existing right of way line of Mile 10 North to an existing rebar found for the northeast corner of said tract herein described;

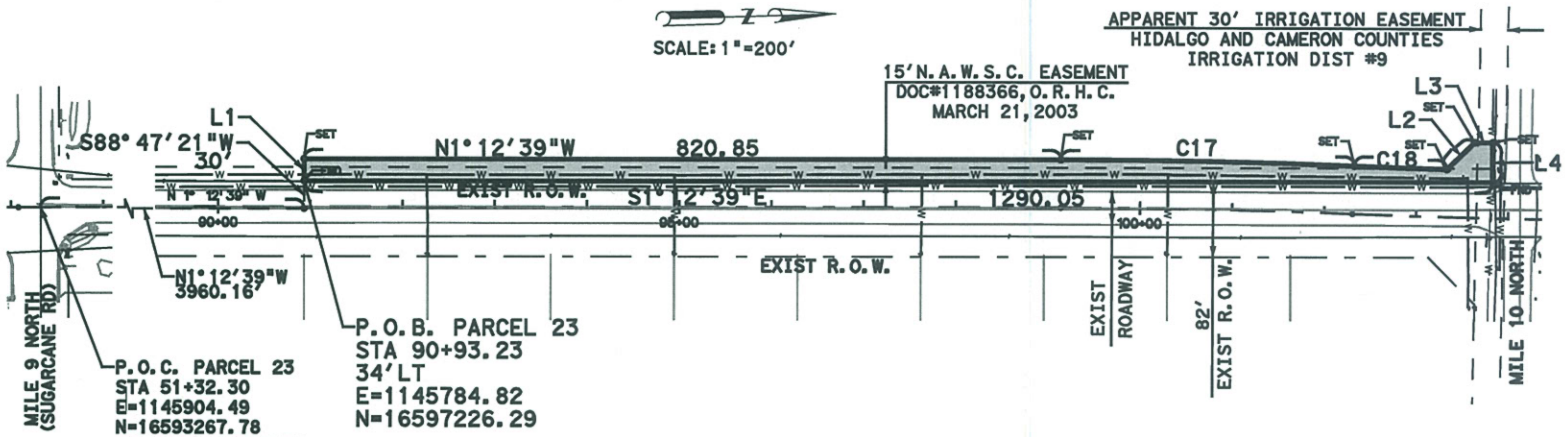
THENCE, S 1° 12' 39" E, for a distance of 1,290.05' feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.688 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-16-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C17	2° 18' 17"	7922'	159.36'	318.68'	318.66'	N 0° 3' 30"W
C18	0° 44' 16"	7818'	50.33'	100.66'	100.66'	N 0° 43' 31"E

LINE DATA		
LINE NO.	BEARING	LENGTH
L1	S88° 47' 21"W	24.00'
L2	N45° 28' 51"W	41.90'
L3	N1° 12' 39"W	20.00'
L4	N88° 47' 21"E	43.43'

SURVEY PLAT
OF
PARCEL 23

BEING A 0.688 AC TRACT OF LAND
OUT OF FARM TRACT 206,
BLOCK 180, WEST TRACT SUBDIVISION,
HIDALGO COUNTY RECORDED
VOL 2, PG 34 THRU 37 H.C.M.R.
BEING THE SAME TRACT OF LAND DESCRIBED BY METES
AND BOUNDS IN A WARRANTY DEED FROM
AMERICAN RIO GRANDE LAND AND IRRIGATION COMPANY
DATED MAY 17, 1918 VOLUME 74, PAGE 65 D.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL ACRES: 30.45 AC
TO BE ACQUIRED: 0.688 AC
REMAINDER: 29.762 AC

OWNER: LINDA D. LOPEZ nka LINDA D. PALMANN
BY QUIT-CLAIM DEED
DATED SEPTEMBER 30, 2003
DOC #1251845 O.R.H.C.

BY SPECIAL WARRANTY DEED
DATED APRIL 4, 2011
DOC# 2195939 O.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 2195939.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WV WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IGV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 23

SHEET 4 OF 4

DIST.	STATE	FEDERAL AID PROJECT NO.	
8	TEXAS		MILE 6W

STATE DIST. NO.	COUNTY	CONTROL SEC.	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	358	

c:\pw~1\edit\dms35710\Parcel 23.dgn 5/16/2016 8:20:43 PM

1188366

1188366

THE STATE OF TEXAS §
§ RIGHT OF WAY EASEMENT
COUNTY OF HIDALGO §

KNOWN ALL MEN BY THESE PRESENTS: that we, **LINDA LOPEZ and CHARLES J. DIDION and wife, RUTH M. DIDION** , of 4165 Providence Dr., Saint Charles, Missouri 63304-5546 (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by **NORTH ALAMO WATER SUPPLY CORPORATION**, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water distribution lines and appurtenances over and across land, more particularly described as follows:

An easement 15.0 feet wide over and across all of Farm Tract 206 and Farm Tract 207, West Tract Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 34, Map Records in the Office of the County Clerk of Hidalgo County, Texas. Land owned by Grantors by virtue of Warranty Deed recorded in Volume 1671, Page 696, Deed Records, Hidalgo County, Texas, and being a strip of land 15.0 feet wide lying West of and adjacent to the West right of way line of Mile 6 West Road.

together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI

of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 21st day of March, 2003.

LINDA LOPEZ

CHARLES J. DIDION

RUTH M. DIDION

LINDA M. KNOP
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES: JUNE 18, 2007

THE STATE OF MISSOURI §
§
COUNTY OF ST. CHARLES §

This instrument was acknowledged before me on this the 21st day of March, 2003 by Linda Lopez.

Linda M. Knop
Notary Public, State of ~~Texas~~ Missouri

LINDA M. KNOP
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES: JUNE 18, 2007

THE STATE OF ~~TEXAS~~ Missouri §
St. Charles §
COUNTY OF ~~HIDALGO~~ §

This instrument was acknowledged before me on this the 21st day of March, 2003 by Charles J. Didion and wife, Ruth M. Didion.

Linda M. Knop
Notary Public, State of ~~Texas~~ Missouri

RETURN TO:
North Alamo WSC
420 S. Doolittle Rd.
Edinburg, Texas 78539-3832

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Apr 14,2003 at 01:39P

As a Recording

Document Number: 1188366
Total Fees : 16.00

Receipt Number - 491472
By
Imelda Leal, Deputy

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 47)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed Records with designation: Volume 1638, Page 955 and Volume 1638, Page 957;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: MICHAEL H. PINEDA

FIELD NOTES FOR PARCEL – 47

Being 2,879 Square Feet of land, more or less, out of 1.00 acres of Farm Tract 197, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Michael H. Pineda by virtue of Warranty Deed dated June 21, 2012, recorded in Document Number 2319809 Deed Records, Hidalgo County, Texas. Said 2,879 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 670.03 feet, along the east property line of Farm Tract 197 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 23.93 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

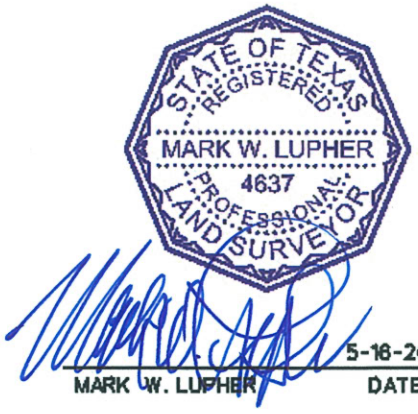
THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 0° 14' 03", a Radius 7922 feet, a Tangent of 16.19 feet, an Arc length 32.37 feet, a Chord length of 32.37 feet, and a Chord bearing N 1° 19' 40" W to a No 4 rebar with cap set for an internal corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 87.63 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 24.00 feet to an existing rebar found for the northeast corner of said tract herein described;

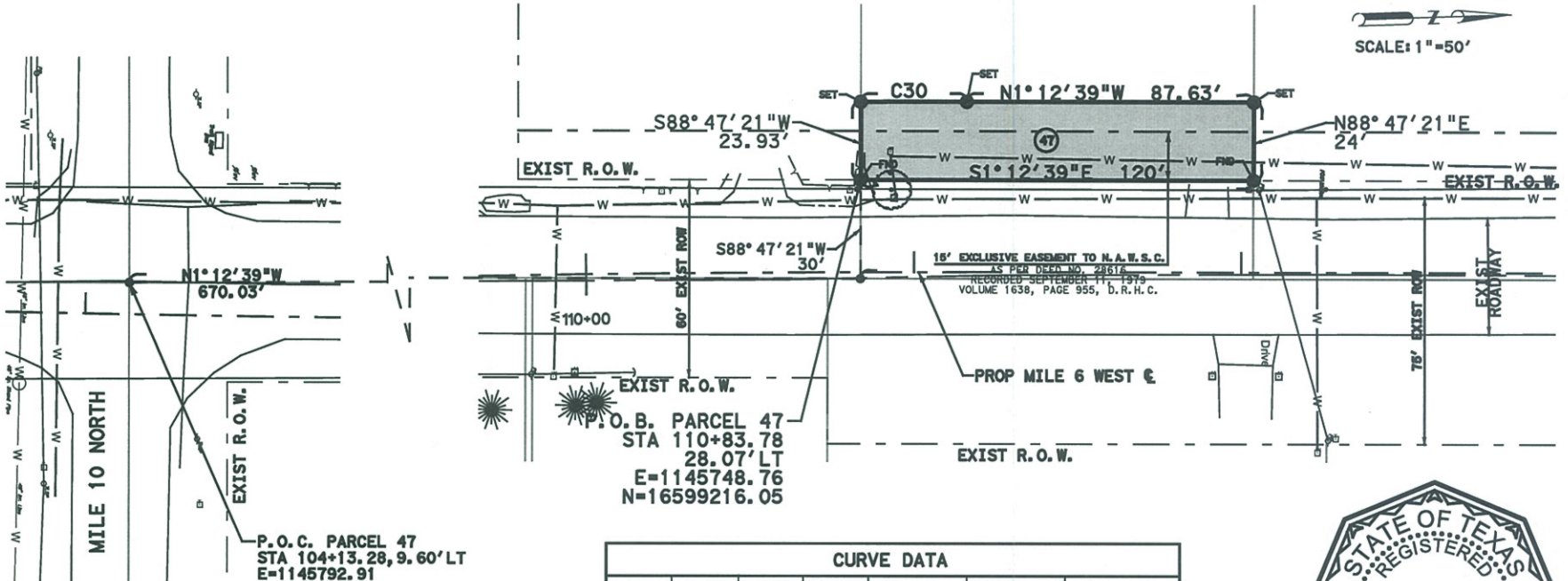
THENCE, S 1° 12' 39" E, for a distance of 120.00 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 2,879 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



MARK W. LUPHER 5-16-2016
DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C30	0°14'03"	7922'	16.19'	32.37'	32.37'	N 1°19'40"W

SURVEY PLAT
OF
PARCEL 47
BEING A 2879 SQUARE FEET TRACT OF LAND
OUT OF A 1 ACRE TRACT OF LAND OUT OF FARM TRACT 197
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 39963 SQFT
TO BE ACQUIRED: 2879 SQFT
REMAINDER: 37084 SQFT

OWNER: MICHAEL H. PINEDA
BY WARRANTY DEED
DATED JUNE 21, 2012 RECORDED
DOCUMENT NO. 2319809 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 2319809.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WM WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IrV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

©2016 Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1645
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 47

CONT. SEC. JOB NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
DIST. COUNTY CONTROL SECTION JOB PROJECT NO. SHEET NO.	6 TEXAS		MILE 6W
	PHR HIDALGO 0921 02 356		

B22854.PM
5/16/2016
e:\projects\Vom\35760\Parcel47.dgn

(9 & 5)

Benito G. Montemayor, et ux. Maria S.

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' strip over and across 4.82 acs}

INSTRUMENT: R.O.W. Easement
DATE: September 11, 1979
FILED: September 11, 1979
RECORDED: Volume 1638, Page 955
Deed Records, Hidalgo County, Texas
No. 28616

28616

3rd

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Benito G. Montemayor and wife, Maria S. Montemayor hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1530 page 182, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across a 4.82 acre tract out of Farm Tract 197, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 11th day of September, 1979.

Benito G. Montemayor

Maria S. Montemayor

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Benito G. Montemayor and wife, Maria S. Montemayor known to me to be the person(s) whose name(s) (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 11th day of September, 1979.

Notary Public in and for Hidalgo County, Texas

WALTER W. CROSS

28616

FILED FOR RECORD THIS DATE
At 2:08 o'clock P M.
SEP 11 1979
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By [illegible] Deputy

North Alamo Water Supply Corp.
Route 1 Box 130
Edinburg, Texas 78539

Francisco Rodriguez, et ux. Dora Y.

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' strip over and across 4.82 acs}

INSTRUMENT: R.O.W. Easement
DATE: September 11, 1979
FILED: September 11, 1979
RECORDED: Volume 1638, Page 957
Deed Records, Hidalgo County, Texas
No. 28617

28617

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Francisco Rodriguez and wife, Dora Y. Rodriguez hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1493 page 208, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across a 4.82 acre tract out of Farm Tract 197, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said land are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 11th day of September, 1979.

Francisco Rodriguez
Francisco Rodriguez

Dora Y. Rodriguez
Dora Y. Rodriguez

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Francisco Rodriguez and wife, Dora Y. Rodriguez known to me to be the person(s) whose name(s) (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 11th day of September, 1979.

Ruben Cardenas
Notary Public in and for Hidalgo County, Tex
Ruben Cardenas

28617

FILED FOR RECORD THIS DATE
At 2:10 o'clock P.M.
SEP 1 - 1979
SILVIA SALDANA
County Clerk, Hidalgo County, Texas
By [illegible] Deputy

North Alamo Water Supply Corp
Route 1 Box 130
Edinburg, Texas 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 48)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed Records with designation: Volume 1638, Page 955 and Volume 1638, Page 957;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public,State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: DORA E. G. CABALLERO

FIELD NOTES FOR PARCEL – 48

Being a 0.137 Acre of land, more or less, out of 3.82 acres of Farm Tract 197, Block 180, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Dora E. G. Caballero by virtue of Warranty Deed dated April 19, 1988, recorded in Volume 2594, Page 189 and by Special Warranty Deed dated June 1, 1993, recorded in Document Number 329813 Deed Records, Hidalgo County, Texas. Said 0.137 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 790.03 feet, along the east property line of Farm Tract 197 to a point;

THENCE, S 88° 47' 21" W, for a distance of 25.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

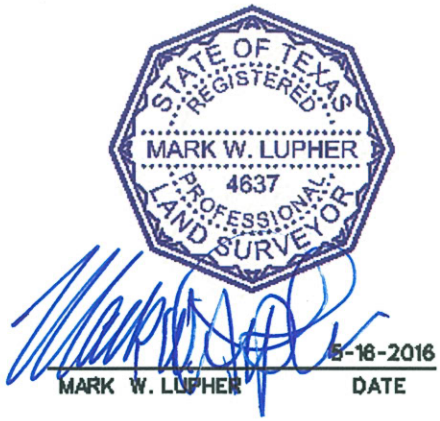
THENCE, S 88° 47' 21" W, for a distance of 29.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 205.01 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 29.00 feet to an existing rebar found for the northeast corner of said tract herein described;

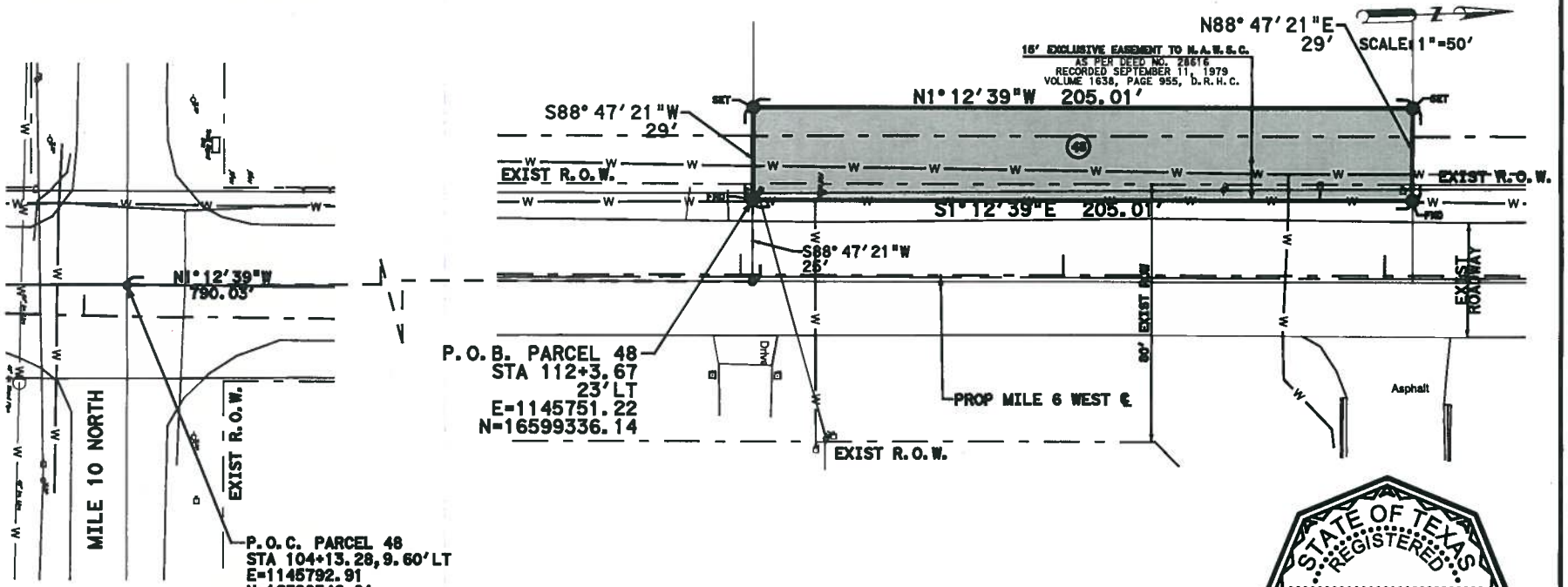
THENCE, S 1° 12' 39" E, for a distance of 205.01 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.137 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



MARK W. LUPHER 5-16-2016 DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 48
BEING A 0.136 ACRE TRACT OF LAND
OUT OF A 3.82 ACRE TRACT OF LAND OUT OF FARM TRACT 197, BLOCK 180, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

6/28/2016
MARK W. LUPHER — DATE

TOTAL ACRE: 3.82 AC
TO BE ACQUIRED: 0.137 AC
REMAINDER: 3.684 AC

OWNER: DORA E. G. CABALLERO
BY WARRANTY DEED WITH VENDOR LIEN
DATED APRIL 19, 1988 RECORDED
VOLUME 2594, PAGE 189 D.R.H.C
AND
BY SPECIAL WARRANTY DEED
DATED JUNE 1, 1993 RECORDED
DOCUMENT NO. 329813 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 329813.

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWNERSHIP LINES
	FENCE LINES
WV	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IrV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

©2016 Texas Department of Transportation

Hidalgo County Project I

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1046
730 Highway 6 South • Suite 330 • Houston, Texas 77079
Tele: (832) 679-1000
Fax: (832) 679-1038

MILE 6 WEST ROAD
PARCEL 48

DIST.	COUNTY	FED. AID PROJECT NO.	SHEET NO.
PHR	HIDALGO	0821 02 358	

Benito G. Montemayor, et ux. Maria S.

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' strip over and across 4.82 acs}

INSTRUMENT: R.O.W. Easement
DATE: September 11, 1979
FILED: September 11, 1979
RECORDED: Volume 1638, Page 955
Deed Records, Hidalgo County, Texas
No. 28616

28616

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Benito G. Montemayor and wife, Maria S. Montemayor hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1530 page 182, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across a 4.82 acre tract out of Farm Tract 197, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages austained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 11Th day of September, 1979.

Benito G. Montemayor

Benito G. Montemayor

Maria S. Montemayor

Maria S. Montemayor

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Benito G. Montemayor and wife, Maria S. Montemayor known to me to be the person(s) whose name(s) (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 11th day of September, 1979.

Notary Public in and for Hidalgo County, Texas

WALTER W. CROSS
Notary Public, Texas

28616

FILED FOR RECORD THIS DATE
At 2:08 o'clock P M.
SEP 11 1979
SAMUEL SALDANA
County Clerk, Hidalgo County, Texas
By [illegible] Deputy

North Alamo Water Supply Corp.
Route 1 Box 130
Edinburg, Texas 78539

Francisco Rodriguez, et ux. Dora Y.

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' strip over and across 4.82 acs}

INSTRUMENT: R.O.W. Easement
DATE: September 11, 1979
FILED: September 11, 1979
RECORDED: Volume 1638, Page 957
Deed Records, Hidalgo County, Texas
No. 28617

28617

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Francisco Rodriguez and wife, Dora Y. Rodriguez hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1493 page 208, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across a 4.82 acre tract out of Farm Tract 197, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said land are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 11th day of September, 1979.

Francisco Rodriguez
Francisco Rodriguez

Dora Y. Rodriguez
Dora Y. Rodriguez

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Francisco Rodriguez and wife, Dora Y. Rodriguez known to me to be the person(s) whose name(s) (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 11th day of September, 1979.

Ruben Cardenas
Notary Public In and for Hidalgo County, Tex
Ruben Cardenas

28617

FILED FOR RECORD THIS DATE
At 2:10 o'clock P.M.
SEP 4 - 1979
SANDRA SILGUERA
County Clerk, Hidalgo County, Texas
By [illegible] Deputy

North Alamo Water Supply Corp
Route 1 Box 130
Elsburg, Texas 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 49)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed Records with designation: Volume 1638, Page 955 and Volume 1638, Page 957;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
08-26-2021

Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: FRANCISCO T. & DORA RODRIGUEZ

FIELD NOTES FOR PARCEL – 49

Being a 0.063 Acres of land, more or less, out of 1.70 acres of Farm Tract 197, Block 181, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested Francisco T & Dora Rodriguez by virtue of Warranty Deed dated February 16, 1989, recorded in Volume 2717, Pages 844 Official Records, Hidalgo County, Texas. Said 0.063 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 995.04 feet, along the east property line of Farm Tract 197 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 24.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 114.31 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for the northwest corner of said tract herein described;

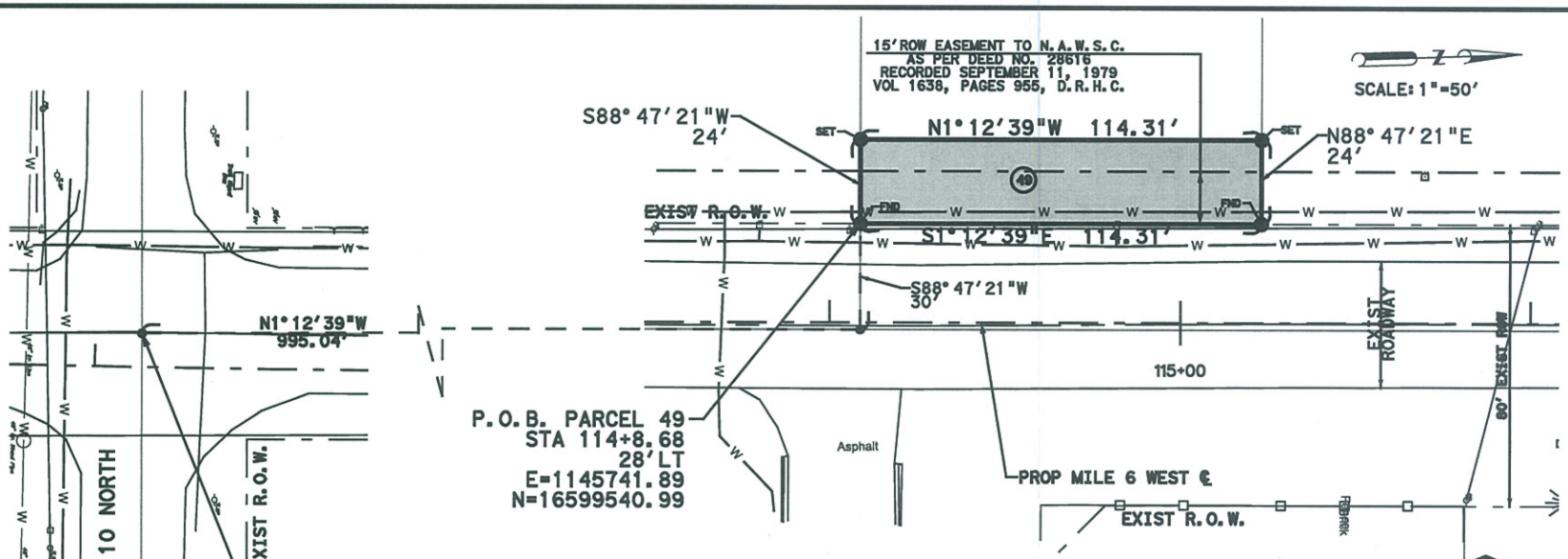
THENCE, N 88° 47' 21" E, for a distance of 24.00 feet to an existing rebar found for the northeast corner of said tract herein described;

THENCE, S 1° 12' 39" E, for a distance of 114.31 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.063 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description

MARK W. LUPHER — 6-16-2016 DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 49

BEING A 0.063 ACRE TRACT OF LAND
OUT OF 9.64 ACRES EXCEPT 4.82 ACRES, AND EXCEPT 3.12 OUT OF FARM TRACT 197,
BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL ACRE: 1.70 AC
TO BE ACQUIRED: 0.063 AC
REMAINDER: 1.637 AC

OWNER: FRANCISCO T. & DORA RODRIGUEZ
BY WARRANTY DEED
DATED FEBRUARY 16, 1989 RECORDED
VOLUME 2717, PAGE 844 O.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1493208.

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWERSHIP LINES
	FENCE LINES
WM	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IOV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

©2016
Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 49

DIST.	STATE	FEDERAL AID PROJECT NO.		SHEET NO.
	6	TEXAS		MILE 6W
STATE DIST. NO.	COUNTY	CONTROL SUBSECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	356

5/16/2016 8:23:05 PM
c:\civil tedsi\dms335763\Parcel49.dgn

Benito G. Montemayor, et ux. Maria S.

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' strip over and across 4.82 acs}

INSTRUMENT: R.O.W. Easement
DATE: September 11, 1979
FILED: September 11, 1979
RECORDED: Volume 1638, Page 955
Deed Records, Hidalgo County, Texas
No. 28616

28616

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Benito G. Montemayor and wife, Maria S. Montemayor hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1530 page 182, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across a 4.82 acre tract out of Farm Tract 197, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 11Th day of September, 1979.

Benito G. Montemayor

Maria S. Montemayor

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Benito G. Montemayor and wife, Maria S. Montemayor known to me to be the person(s) whose name(s) (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 11th day of September, 1979.

Notary Public in and for Hidalgo County, Texas

WALTER W. CROSS

28616

FILED FOR RECORD THIS DATE
At 2:08 o'clock P M.

SEP 11 1979

CARLOS SALDANA
County Clerk, Hidalgo County, Texas
By [illegible] Deputy

North Alamo Water Supply Corp.
Route 1 Box 130
Edinburg, Texas 78539

Francisco Rodriguez, et ux. Dora Y.

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' strip over and across 4.82 acs}

INSTRUMENT: R.O.W. Easement
DATE: September 11, 1979
FILED: September 11, 1979
RECORDED: Volume 1638, Page 957
Deed Records, Hidalgo County, Texas
No. 28617

28617

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Francisco Rodriguez and wife, Dora Y. Rodriguez hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1493 page 208, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across a 4.82 acre tract out of Farm Tract 197, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said land are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 11th day of September, 1979.

Francisco Rodriguez
Francisco Rodriguez

Dora Y. Rodriguez
Dora Y. Rodriguez

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Francisco Rodriguez and wife, Dora Y. Rodriguez known to me to be the person(s) whose name(s) (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 11th day of September, 1979.

Ruben Cardenas
Notary Public In and for Hidalgo County, Tex
Ruben Cardenas

28617

FILED FOR RECORD THIS DATE
At 2:10 o'clock P.M.
SEP 1 - 1979
SANTOS SILVA
County Clerk, Hidalgo County, Texas
By [illegible] Deputy

North Alamo Water Supply Corp
Route 1 Box 130
Edinburg, Texas 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 50)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed Records with designation: Volume 1638, Page 955 and Volume 1638, Page 957;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: FRANCISCO AND DORA RODRIGUEZ

FIELD NOTES FOR PARCEL – 50

Being a 0.116 Acres of land, more or less, out of 9.64 Acres, and except 1.70 acres out of Farm Tract 197, Block 181, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Francisco and Dora Rodriguez by virtue of General Warranty Deed dated June 9, 1976, recorded in Volume 1493, Page 208 Deed Records, Hidalgo County, Texas. Said 0.116 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1,109.35 feet, along the east property line of Farm Tract 197 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 24.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 210.70 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 24.00 feet to an existing rebar found for the northeast corner of said tract herein described;

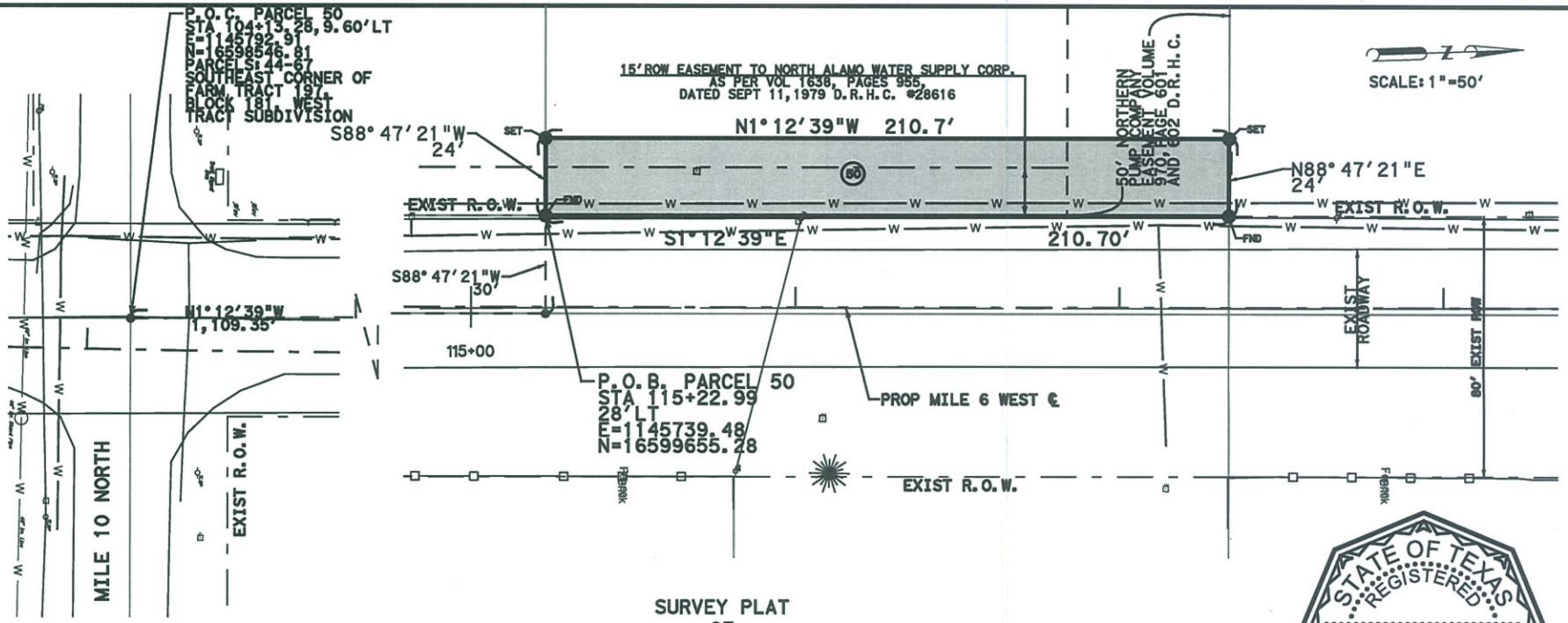
THENCE, S 1° 12' 39" E, for a distance of 210.70 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.116 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5-16-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 50

BEING A 0.116 ACRE TRACT OF LAND
OUT OF 9.64 ACRES EXCEPT 4.82 ACRES, AND EXCEPT 1.70 OUT OF FARM TRACT 197,
BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL ACRES: 3.12 AC
TO BE ACQUIRED: 0.116 AC
REMAINDER: 3.004 AC

OWNER: FRANCISCO & DORA RODRIGUEZ
BY GENERAL WARRANTY DEED
DATED JUNE 9, 1976 RECORDED
VOLUME 1493, PAGE 208 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 2717844,

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWERSHIP LINES
	FENCE LINES
WM	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IOV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

©2016
Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1645
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 50

DIST.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.
	6	TEXAS	MILE 6W
STATE DIST. NO.	COUNTY	CONTROL SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	358	

c:\civil 3d projects\tedsi\dgn\357845-Parcel50.dgn
5/16/2016 8:23:50 PM

Benito G. Montemayor, et ux. Maria S.

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' strip over and across 4.82 acs}

INSTRUMENT: R.O.W. Easement
DATE: September 11, 1979
FILED: September 11, 1979
RECORDED: Volume 1638, Page 955
Deed Records, Hidalgo County, Texas
No. 28616

28616

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Benito G. Montemayor and wife, Maria S. Montemayor hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1530 page 182, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across a 4.82 acre tract out of Farm Tract 197, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 11Th day of September, 1979.

Benito G. Montemayor

Maria S. Montemayor

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Benito G. Montemayor and wife, Maria S. Montemayor known to me to be the person(s) whose name(s) (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 11th day of September, 1979.

Notary Public in and for Hidalgo County, Texas

WALTER W. CROSS

28616

FILED FOR RECORD THIS DATE
At 2:08 o'clock P M.
SEP 11 1979
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By [illegible] Deputy

North Alamo Water Supply Corp.
Route 1 Box 130
Edinburg, Texas 78539

Francisco Rodriguez, et ux. Dora Y.

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' strip over and across 4.82 acs}

INSTRUMENT: R.O.W. Easement
DATE: September 11, 1979
FILED: September 11, 1979
RECORDED: Volume 1638, Page 957
Deed Records, Hidalgo County, Texas
No. 28617

28617

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Francisco Rodriguez and wife, Dora Y. Rodriguez hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1493 page 208, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across a 4.82 acre tract out of Farm Tract 197, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said land are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 11th day of September, 1979.

Francisco Rodriguez
Francisco Rodriguez

Dora Y. Rodriguez
Dora Y. Rodriguez

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Francisco Rodriguez and wife, Dora Y. Rodriguez known to me to be the person(s) whose name(s) (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 11th day of September, 1979.

Ruben Cardenas
Notary Public in and for Hidalgo County, Tex
Ruben Cardenas

28617

FILED FOR RECORD THIS DATE
At 2:10 o'clock P M.
SEP 1 - 1979
SANTOS SEDANO
County Clerk, Hidalgo County, Texas
By [illegible] Deputy

North Alamo Water Supply Corp
Route 1 Box 130
Edinburg, Texas 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 51)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed Records with designation: Volume 1637, Page 829;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public,State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: SANTANA RODRIGUEZ RAMOS

FIELD NOTES FOR PARCEL – 51

Being a 0.102 Acre of land, more or less, out of 5.60 acres of Farm Tract 198, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Santana Rodriguez Ramos by virtue of Warranty Deed with Vendor Lien dated April 23, 2015, recorded in Document Number 2609131 Deed Records, Hidalgo County, Texas. Said 0.102 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1,320.05 feet, along the east property line of Farm Tract 197 and Farm Tract 198 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

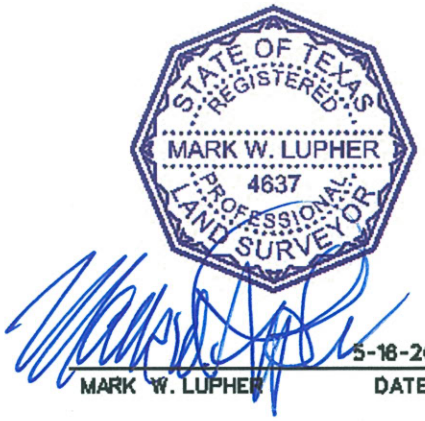
THENCE, S 88° 47' 21" W, for a distance of 24.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 184.81 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 24.00 feet to an existing rebar found for the northeast corner of said tract herein described;

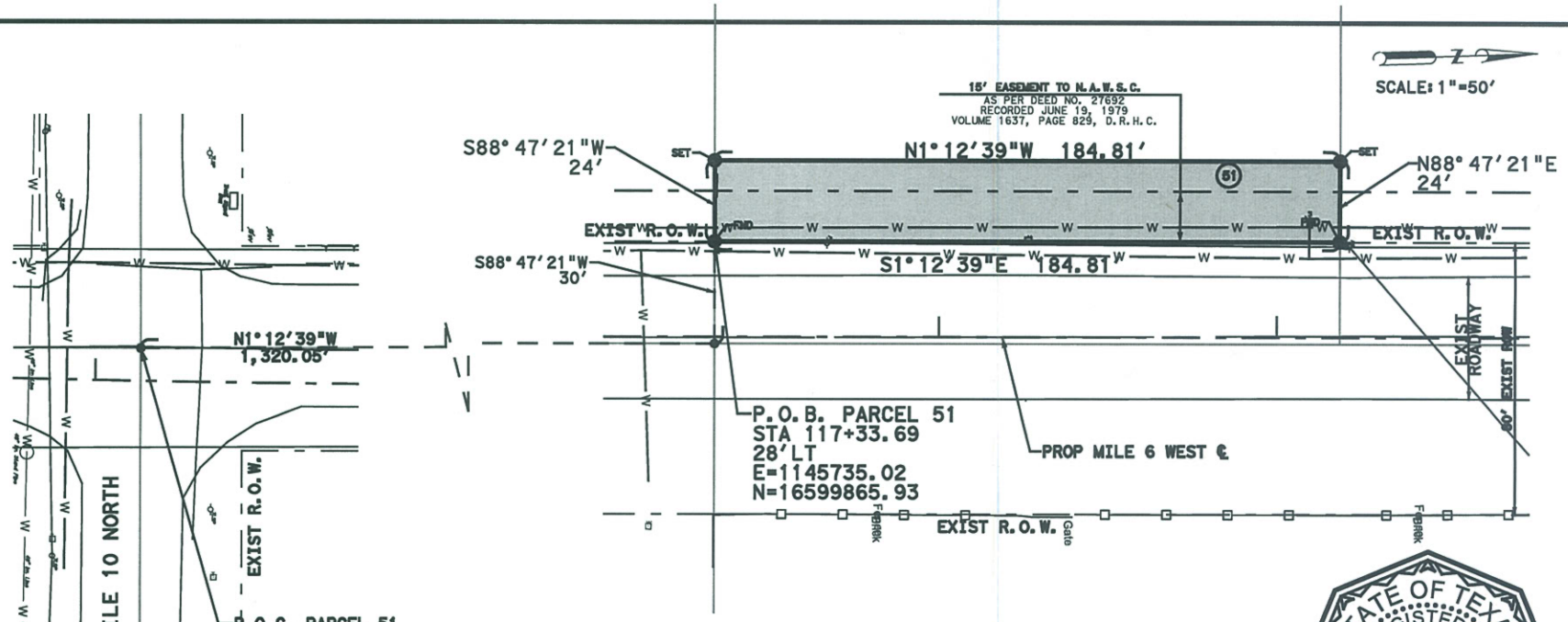
THENCE, S 1° 12' 39" E, for a distance of 184.81 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.102 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-18-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 51
BEING A 0.102 ACRE TRACT OF LAND
OUT OF A 5.60 ACRE TRACT OF LAND OUT OF FARM TRACT 198
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 5.60 AC
TO BE ACQUIRED: 0.102 AC
REMAINDER: 5.498 AC

OWNER: SANTANA RODRIGUEZ RAMOS
BY WARRANTY DEED WITH VENDOR LIEN
DATED APRIL 23, 2015 RECORDED
DOCUMENT NO. 2609131 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 2609131.

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WV — WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IOV — IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
TEDSI TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 51

DIST. NO.	STATE	FEDERAL AID PROJECT NO.			SHEET NO.
6	TEXAS				MILE 6W
STATE DIST. NO.	COUNTY	CONTROL SECT. NO.	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	356	

c:\new-tedsi\dgn\3578S\Parcel51.dgn 5/16/2016 8:23:17 PM

Mary E. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' wide over the S 18 acs. FT 198}

INSTRUMENT: R.O.W. Easement
DATE: June 19, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 829
Deed Records, Hidalgo County, Texas
No. 27692

27692

3 of 4

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Mary E. Henry

hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1487 page 577, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the North 18 acres of Farm Tract 199, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

An easement 15 feet wide over and across the South 18 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 19th day of June, 1979.

Mary E. Henry
Mary E. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Mary E. Henry, A.K.A. Esther M. Henry known to me to be the person(s) whose name(s) (is) subscribed to the foregoing instrument and acknowledged to me that (she) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of June, 1979.

Walter W. Cross
Notary Public in and for Hidalgo County, Texas

WALTER W. CROSS
Notary Public, State of Texas
Commission Expires 3/13/20

27692

FILED FOR RECORD THIS DATE
At 11:18 o'clock A M.

SEP 4 1979

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT. 1, [illegible]
EDINBURG, TEXAS 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 52)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed and Map Records with designation: Volume 1637, Page 829 & Document No. 2728499

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

Mary E. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' wide over the S 18 acs. FT 198}

INSTRUMENT: R.O.W. Easement
DATE: June 19, 1979
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No. 27692

27692

3 0/4

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Mary E. Henry hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1487 page 577, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

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An easement 15 feet wide over and across the South 18 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 19th day of June, 1979.

Mary E. Henry

Mary E. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Mary E. Henry, A.K.A. Esther M. Henry known to me to be the person(s) whose name(s) (is)(~~are~~) subscribed to the foregoing instrument and acknowledged to me that (she) (~~they~~) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of June, 1979.

Notary Public in and for Hidalgo County, Texas

Commission Expires 3/13/20

27692

FILED FOR RECORD THIS DATE
At 11:18 o'clock A M.

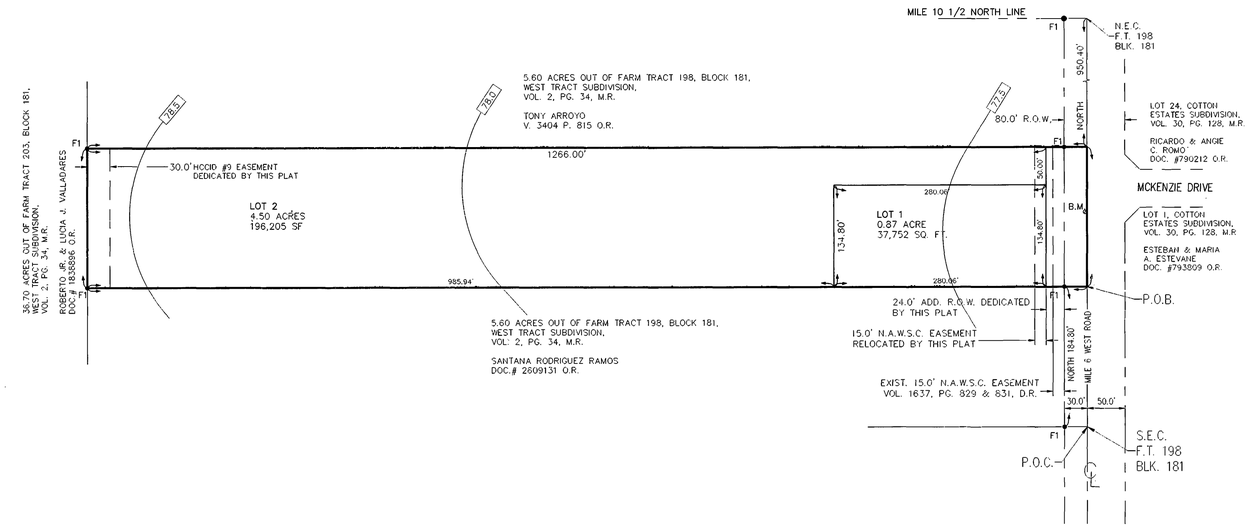
SEP 4 1979

SANTOS SALDANA
County Clerk, Cameron County, Texas
By _____ Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT. 2, BOX 150
EDINBURG, TEXAS 78539

L & D RODRIGUEZ SUBDIVISION PLAT

BEING THE NORTH 5.60 ACRES OF THE SOUTH 11.20 ACRES OF FARM TRACT 198, BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 34 THRU 37 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



SCALE: 1"=100'

BASIS OF BEARING IS THE EAST LINE OF FARM TRACT 198 BLK. 181 WEST TRACT SUB. V. 2 P. 34-37 M.R. HIDALGO COUNTY TEXAS.

NOTE: UNLESS NOTED, 1/2" DIA. IRON RODS SET AT ALL LOT CORNERS.

LEGEND

F1 – FOUND 1/2" DIAMETER IRON ROD
F3 – FOUND 3/4" DIAMETER IRON ROD
R.O.W. – RIGHT-OF-WAY
E.O.A. – EDGE OF ASPHALT
CONC. – CONCRETE
CVRD. – COVERED
M.R. – MAP RECORDS
D.R. – DEED RECORDS
O.R. – OFFICIAL RECORDS
S.E.C. – SOUTHEAST CORNER
SEC. – SECTION
W/M – WATER METER
"F.H." – FRAME HOUSE PART ON CONC. BLKS. AND PART ON CONC. SLAB
B.M.⊘ – BENCHMARK

GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE DESIGNATION: ZONE "X"
   ZONE "X" AREAS DETERMINED TO BE AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY PANEL No. 480334 0450 C, REVISED JUNE 6, 2000, REVISED MAY 30, 2002 BY LOMR.
2. MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
   FRONT: 50.00 FEET
   REAR: 25.00 FEET
   SIDE: 6.00 FEET
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOT 2. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON LOT 2. (IF PROPERTY ANNEXED, IT SHALL ABIDE BY CITY ZONING ORDINANCE)
4. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS TO DENY ACCESS ONTO LOT. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT. (IF PROPERTY ANNEXED, IT SHALL ABIDE BY CITY ZONING ORDINANCE)
5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
6. A 5 FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER PRIOR TO RECORDING THE PLAT AS PER CITY OF WESLACO.
7. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   B.M. – BENCH MARK(SET P-K NAIL ON ASPHALT APPROXIMATELY 99 FEET NORTH OF THE S.E.C. OF THIS PROPERTY. ELEVATION=78.04) N.A.V.D. 88
8. LANDSCAPE PLAN SHALL BE PREPARED IN ACCORDANCE WITH THE CITY OF WESLACO LANDSCAPE ORDINANCE. PLAN SHALL BE APPROVED PRIOR TO CONSTRUCTION.
9. A STORMWATER POLLUTION PREVENTION PLAN SHALL BE REQUIRED PRIOR TO CONSTRUCTION AND MUST COMPLY WITH TPDES & SWDP.
10. STREET LIGHTING TO BE INSTALLED PRIOR TO RECORDING THE PLAT AS PER CITY OF WESLACO.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND THE CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 7,580 CUBIC FEET OF STORM WATER RUNOFF. LOT 1 WILL REQUIRE 2,304 CUBIC FEET, AND LOT 2 WILL REQUIRE 5,276 CUBIC FEET.
14. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

   E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
17. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
18. LORENZO & DIANA RODRIGUEZ, THE OWNERS AND SUBDIVIDERS OF L & D RODRIGUEZ SUBDIVISION RETAIN A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
19. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.
20. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
21. LORENZO & DIANA RODRIGUEZ, DEVELOPERS OF L & D RODRIGUEZ SUBDIVISION, EXCLUDE NORTH ALAMO WATER SUPPLY (NAWSC) OF ANY FUTURE REPAIR TO FUTURE DRIVEWAYS ON LOT 2 WITHIN THE RIGHT-OF-WAY AND THE FIFTEEN (15) FEET NAWSC EASEMENT.
22. EXISTING MARQUEE SIGN, PARKING LOT SECTION, AND LANDSCAPING ON DEDICATED RIGHT-OF-WAY SHALL BE REMOVED BY OWNER/DEVELOPER PRIOR TO THE PROPOSED WIDENING OF MILE 6 WEST RD. BY HIDALGO COUNTY.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION

WE, LORENZO & DIANA RODRIGUEZ AS OWNER(S) OF THE 5.60 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED L & D RODRIGUEZ SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT

(A) THE WATER QUALITY CONNECTIONS TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET MINIMUM STATE STANDARDS.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

5-18-16
BY: LORENZO RODRIGUEZ DATE
4525 N. WESTGATE DR.
WESLACO, TX 78599
(956) 969-1400

5-18-16
BY: DIANA RODRIGUEZ DATE
4525 N. WESTGATE DR.
WESLACO, TX 78599
(956) 969-1400

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LORENZO & DIANA RODRIGUEZ 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 CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF May, 2016

NOTARY PUBLIC

MY COMMISSION EXPIRES 3/03/2020.

ELDA JEAN PENA
Notary Public, State of Texas
Comm. Expires 03-03-2020
Notary ID 1055413-0

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF L & D RODRIGUEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT ON June 2, 2016

6/27/16
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF L & D RODRIGUEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON July 6, 2016

7/6/16
HIDALGO COUNTY JUDGE DATE

7-12-16
HIDALGO COUNTY CLERK DATE

7/6/16 mdr

STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF WESLACO MAYORS CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO

STATE OF TEXAS

COUNTY OF HIDALGO

CERTIFICATION BY THE CHAIRMAN OF THE COMMISSION

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING AND ZONING COMMISSION

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

6/6/16
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No.9

DATED THIS 19th DAY OF May 2016

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No.9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

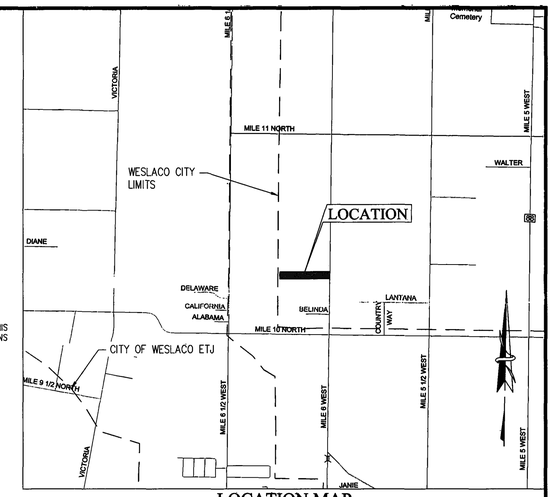
GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CRAIG A. GONZALEZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
CRAIG A. GONZALEZ
99268
LICENSED
PROFESSIONAL ENGINEER

04/27/2016
CRAIG A. GONZALEZ DATE
LICENSED PROFESSIONAL ENGINEER No. 99268
FIRM NO. F-13094



LOCATION MAP
SCALE: 1"=2000'

L & D RODRIGUEZ SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No.1 IN THE EASTERN PART OF HIDALGO COUNTY AT A DISTANCE APPROXIMATELY 1,490 FEET NORTH OF THE INTERSECTION OF MILE 6 WEST ROAD AND MILE 10 NORTH ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF WESLACO WITH A POPULATION OF 35,670 ACCORDING TO THE 2010 U.S. CENSUS. THE SUBDIVISION IS ADJACENT TO THE CITY OF WESLACO CITY LIMITS AND LOCATED WITHIN THE CITY OF WESLACO ETJ.

METES AND BOUNDS DESCRIPTION:

THE NORTH 5.60 ACRES OF THE SOUTH 11.20 ACRES OF FARM TRACT 198, BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 2 PAGES 34 THRU 37 OF THE MAP RECORDS OF SAID COUNTY, SAID 5.60 ACRES OF BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT, THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF MILE 6 WEST ROAD, NORTH 184.80 FEET TO THE SOUTHEAST CORNER HEREOF AND PLACE OF BEGINNING;

THENCE WITH THE NORTH LINE OF SANTANA RODRIGUEZ' TRACT AS DESCRIBED IN DOCUMENT NUMBER 2609131 OF THE OFFICIAL RECORDS OF SAID COUNTY, WEST, AT 30.00 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE EXISTING WEST RIGHT OF WAY OF SAID MILE 6 WEST ROAD, AT 1320.00 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE WEST LINE OF SAID LOT, NORTH 184.80 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE NORTHWEST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF TONY ARROYO'S TRACT AS DESCRIBED IN VOLUME 3404 PAGE 815 OF THE OFFICIAL RECORDS OF SAID COUNTY, EAST, AT 1290.00 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE WEST RIGHT OF WAY OF SAID ROAD, AT 1320.00 FEET IN ALL TO THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF SAID ROAD, SOUTH 184.80 FEET TO THE PLACE OF BEGINNING, CONTAINING FIVE AND SIXTY HUNDREDTHS (5.60) ACRES, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, PABLO PENA III, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY.

5-17-16
PABLO PENA III DATE
R.P.L.S. No. 5242
FIRM No. 10087200

STATE OF TEXAS
REGISTERED
PABLO PENA III
5242
PROFESSIONAL
LAND SURVEYOR

INDEX TO SHEETS OF L & D RODRIGUEZ SUBDIVISION PLAT

1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION & ATTESTATION; ENGINEER'S & SURVEYOR'S CERTIFICATION; HIDALGO COUNTY CERTIFICATION OF PLAT APPROVAL; CITY OF WESLACO MAYOR'S CERTIFICATION OF PLAT APPROVAL; CITY OF WESLACO PLANNING AND ZONING COMMISSION CERTIFICATION OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATION OF THE PRECINCT THE PROJECT IS SITUATED; COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 APPROVAL; HIDALGO COUNTY DRAINAGE DISTRICT No.1 APPROVAL; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.
2	WATER DISTRIBUTION AND SANITARY SEWER MAP, ENGINEERING REPORT INCLUDING DESCRIPTION OF WATER AND WASTEWATER AND ENGINEERING CERTIFICATION. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION;SUBDIVIDER CERTIFICATE AND STATEMENT; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; REVISION NOTES.

RIGHT OF WAY EASEMENT: KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED,) IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS 18 DAY OF May OF 2016

LORENZO RODRIGUEZ
4525 N. WESTGATE DR.
WESLACO, TX 78599

DIANA RODRIGUEZ
4525 N. WESTGATE DR.
WESLACO, TX 78599

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON 7-12-16 AT 3:20 A.M./P.M.
INSTRUMENT NUMBER 2728499.
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: Mary Lou Cantu DEPUTY CLERK

URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
DONNA, TEXAS 78537
(956) 464-4710
TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM

PRINCIPAL CONTACTS		ADDRESS	PHONE
OWNER:	LORENZO & DIANA RODRIGUEZ	4525 N. WESTGATE DR., WESLACO, TX 78599	(956) 969-1400
ENGINEER: URBAN INFRASTRUCTURE GROUP, INC.	CRAIG A. GONZALEZ	407 N. SALINAS BLVD., DONNA, TEXAS 78537	(956) 464-4710
SURVEYOR: PENA ENGINEERING & SURVEYING, INC.	PABLO PENA III	1001 WHITEWING AVE., MCALLEN, TX. 78501	(956) 682-8812

No.	REVISION	DATE	APPROVED
1	REVISED PER HIDALGO COUNTY COMMENTS	09-04-15	CAG
2	REVISED PER R.O.W. DEPT. COMMENTS	03-10-16	CAG
3	REVISED PER HCCID #9	04-27-16	CAG

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 53)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed with designation: Volume 1637, Page 829;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public,State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: TONY ARROYO

FIELD NOTES FOR PARCEL – 53

Being a 0.102 Acre of land, more or less, out of 5.60 acres of Farm Tract 198, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Tony Arroyo, by virtue of Warranty Deed with Vendor Lien dated January 18, 1993, recorded in Volume 3404, Page 815 Deed Records, Hidalgo County, Texas. Said 0.102 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1,689.67 feet, along the east property line of Farm Tract 197 and Farm Tract 198 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

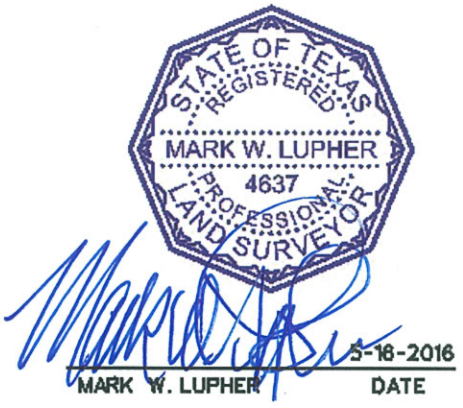
THENCE, S 88° 47' 21" W, for a distance of 24.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 184.81 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for the northwest corner of said tract herein described;

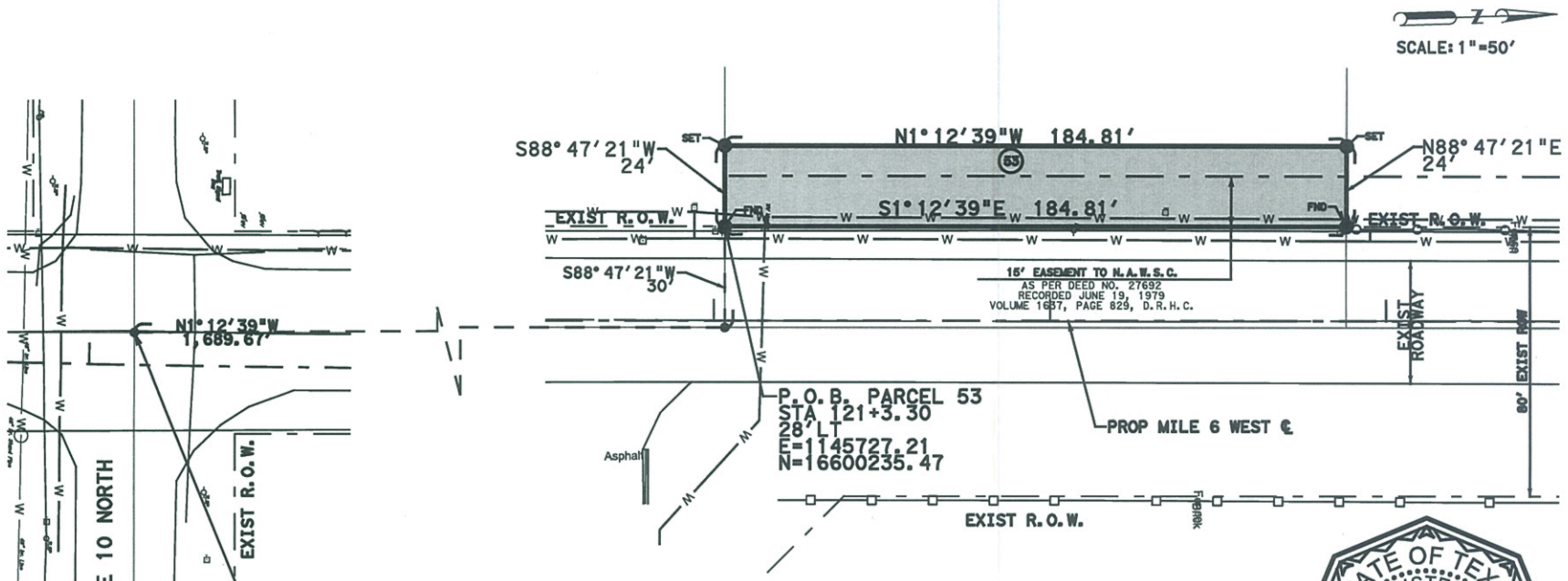
THENCE, N 88° 47' 21" E, for a distance of 24.00 feet to an existing rebar found for the northeast corner of said tract herein described;

THENCE, S 1° 12' 39" E, for a distance of 184.81 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.102 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 53
BEING A 0.102 ACRE TRACT OF LAND
OUT OF A 5.60 ACRE TRACT OF LAND OUT OF FARM TRACT 198
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL ACRE: 5.60 AC
TO BE ACQUIRED: 0.102 AC
REMAINDER: 5.498 AC

OWNER: TONY ARROYO
BY WARRANTY DEED WITH VENDOR LIEN
DATED JANUARY 18, 1993 RECORDED
VOLUME 3404, PAGE 815 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 3404815.

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWERSHIP LINES
	FENCE LINES
WM	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IOV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

©2016
Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 53

DIST.	COUNTY	CONTROL	SECTION	JOB	SHEET
PHR	HIDALGO	0921	02	356	

c:\Draw\tedsi\dms35767\Parcel53.dgn 5/23/22 PM 5/16/2016

Mary E. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' wide over the S 18 acs. FT 198}

INSTRUMENT: R.O.W. Easement
DATE: June 19, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 829
Deed Records, Hidalgo County, Texas
No. 27692

27692

3 04

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Mary E. Henry

hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1487 page 577, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the North 18 acres of Farm Tract 199, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

An easement 15 feet wide over and across the South 18 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 19th day of June, 1979.

Mary E. Henry

Mary E. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Mary E. Henry, A.K.A. Esther M. Henry known to me to be the person(s) whose name(s) (is) subscribed to the foregoing instrument and acknowledged to me that (she) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of June, 1979.

Notary Public in and for Hidalgo County, Texas

WALTER W. CROSS
Notary Public, State of Texas
Commission Expires 3/13/20

27692

FILED FOR RECORD THIS DATE
At 11:18 o'clock A M.

SEP 4 1979

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT. 1, [illegible]
EDINBURG, TEXAS 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 54)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed with designation: Volume 1637, Page 829 and Volume 1637, Page 831;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public,State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: SANDRA P. HIGGINS

FIELD NOTES FOR PARCEL – 54

Being 0.102 Acres of land, more or less, out of 5.60 acres of Farm Tract 198, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Sandra P. Higgins by virtue of Warranty Deed with Vendor Lien dated May 20, 2008, recorded in Document Number 1894103 Deed Records, Hidalgo County, Texas. Said 0.102 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1,874.47 feet, along the east property line of Farm Tract 197 and Farm Tract 198 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 24.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 86.93 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for a interior corner of said tract herein described;

THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 0° 42' 29", a Radius 7922 feet, a Tangent of 48.94 feet, an Arc length 97.88 feet, a Chord length of 97.88 feet, and a Chord bearing N 0° 51' 25" W to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 23.39 feet to an existing rebar found for the northeast corner of said tract herein described;

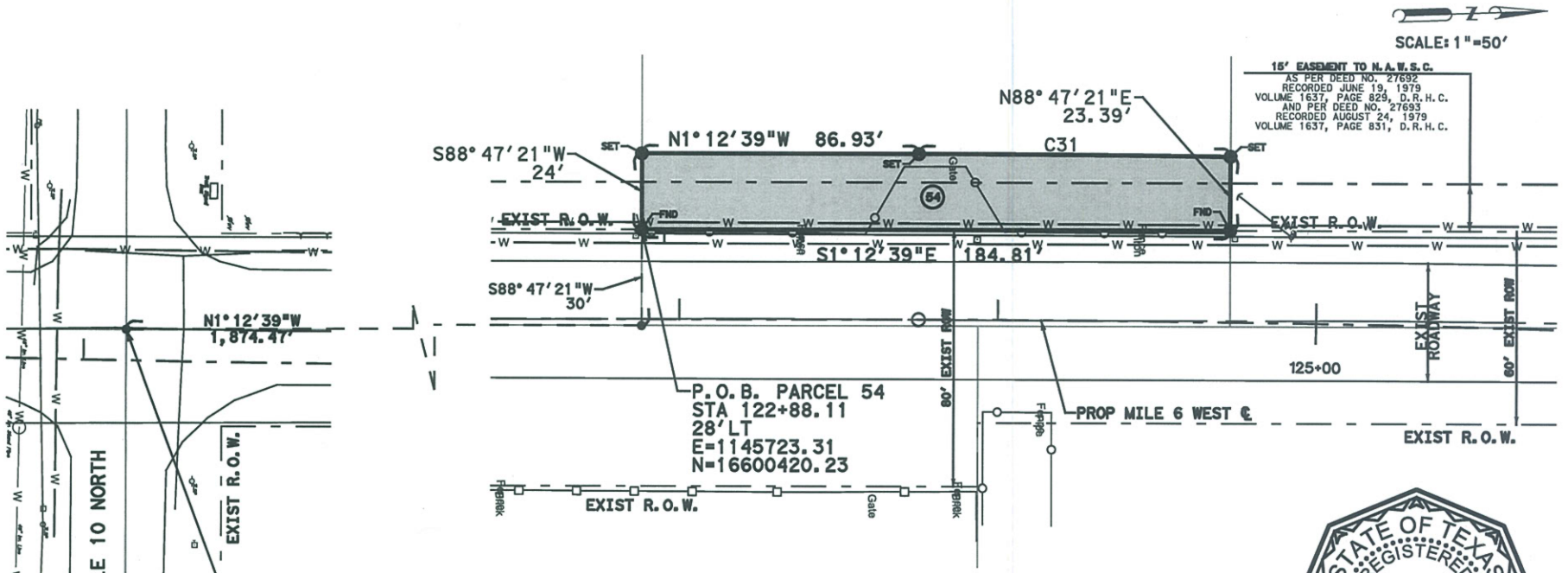
THENCE, S 1° 12' 39" E, for a distance of 184.81 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.102 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER — 5-16-2016 DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C31	0° 42' 29"	7922'	48.94'	97.88'	97.88'	N 0° 51' 25"E

SURVEY PLAT
OF
PARCEL 54
BEING A 0.102 ACRE TRACT OF LAND
OUT OF A 5.60 ACRE TRACT OF LAND OUT OF FARM TRACT 198
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL ACRE: 5.60 AC
TO BE ACQUIRED: 0.102 AC
REMAINDER: 5.498 AC

OWNER: SANDRA P. HIGGINS
BY WARRANTY DEED WITH VENDOR LIEN
DATED MAY 20, 2008 RECORDED
DOCUMENT NO. 1894103 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1894103.

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWERSHIP LINES
	FENCE LINES
WM	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IcV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

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Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 54

DIST.	COUNTY	CONTROL SECTION JOB	PROJECT NO.	SHEET NO.
6	TEXAS			MILE 6W
PHR	HIDALGO	0921 02	356	

5/16/2016 8:23:27 PM
c:\pw~tedsi\dms352783\Parcel54.dgn

Mary E. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' wide over the S 18 acs. FT 198}

INSTRUMENT: R.O.W. Easement
DATE: June 19, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 829
Deed Records, Hidalgo County, Texas
No. 27692

27692

3 0/4

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Mary E. Henry hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1487 page 577, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the North 18 acres of Farm Tract 199, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

An easement 15 feet wide over and across the South 18 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 19th day of June, 1979.

Mary E. Henry

Mary E. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Mary E. Henry, A.K.A. Esther M. Henry known to me to be the person(s) whose name(s) (is)(are) subscribed to the foregoing instrument and acknowledged to me that (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of June, 1979.

Notary Public in and for Hidalgo County, Texas

WALTER W. CROSS
Notary Public, Texas
Commission Expires 3/15/20

27692

FILED FOR RECORD THIS DATE
At 11:18 o'clock A M.

SEP 4 1979

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT. 1, [illegible]
EDINBURG, TEXAS 78539

John R. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' –N2 acs. - S 20 & N 20 acs.}

INSTRUMENT: R.O.W. Easement
DATE: August 24, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 831
Deed Records, Hidalgo County, Texas
No. 27693

27693

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That John R. Henry

reinafter called Grantors, in consideration of One Dollar and other good and valuable nsideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1494 page 126* , Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the North 2 acres of the South 20 acres; and the North 20 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

* Also Volume 1513, page 671; Volume 1561, page 947; Volume 1608, page 875.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement atinues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 24 day of August, 1979.

John R. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared John R. Henry known to me to be the person(s) whose name(s) (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 24th day of August, 1979.

Notary Public in and for Hidalgo County, Texas

27693

FILED FOR RECORD THIS DATE
At 11:22 o'clock A.M.
SEP 4 1979
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By [signature] Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT 1, BOX 130
EDINBURG, TEXAS 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 55)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed with designation: Volume 1637, Page 829 and Volume 1637, Page 831;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: ELIAS AND ANDREA GARZA

FIELD NOTES FOR PARCEL – 55

Being a 0.091 Acres of land, more or less, out of 5.60 acres of Farm Tract 198, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Elias and Andrea Garza by virtue of Warranty Deed with Vendor Lien dated September 29, 1995, recorded in Document Number 479502 Deed Records, Hidalgo County, Texas. Said 0.091 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 2,059.28 feet, along the east property line of Farm Tract 197 and Farm Tract 198 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

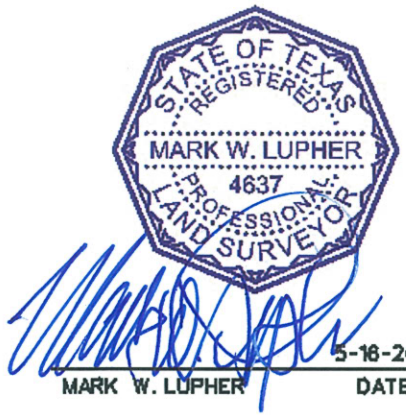
THENCE, S 88° 47' 21" W, for a distance of 23.39 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, in a Northeasterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 01° 20' 13", a Radius 7922 feet, a Tangent of 92.44 feet, an Arc length 184.86 feet, a Chord length of 184.86 feet, and a Chord bearing N 0° 09' 56" E to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 18.95 feet to an existing rebar found for the northeast corner of said tract herein described;

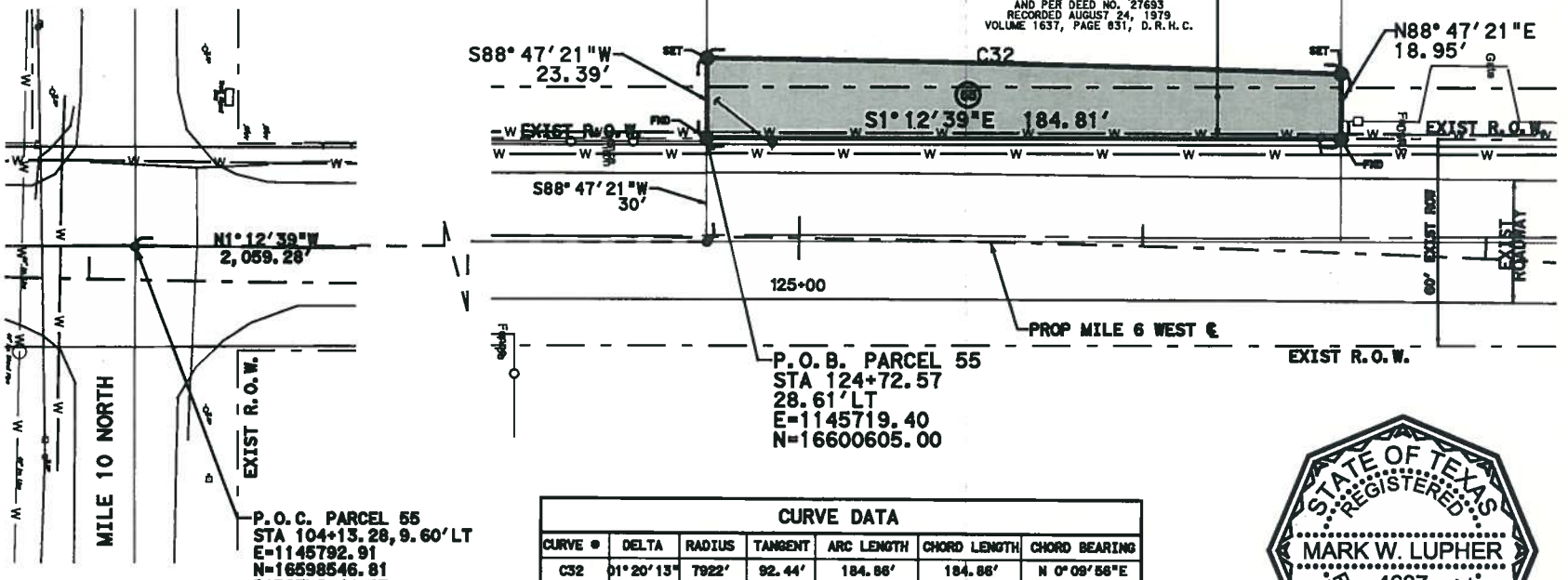
THENCE, S 1° 12' 39" E, for a distance of 184.81 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.091 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-16-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C32	01° 20' 13"	7922'	92.44'	184.86'	184.86'	N 0° 09' 56"E

SURVEY PLAT
OF
PARCEL 55
BEING A 0.091 ACRE TRACT OF LAND
OUT OF A 5.60 ACRE TRACT OF LAND OUT OF FARM TRACT 198
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

6/28/2016
MARK W. LUPHER — DATE

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWNERSHIP LINES
- FENCE LINES
- WM — WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IrV — IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

TOTAL ACRE: 5.60 AC
TO BE ACQUIRED: 0.091 AC
REMAINDER: 5.51 AC

OWNER: ELIAS AND ANDREA GARZA
BY WARRANTY DEED WITH VENDOR LIEN
DATED SEPTEMBER 29, 1995 RECORDED
DOCUMENT NO. 479502 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 479502.

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Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1446
730 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 649-1000
Fax: (832) 649-1018

MILE 6 WEST ROAD
PARCEL 55

DIST.	COUNTY	CONTROL SEC.	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0021	02	200	

John R. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' –N2 acs. - S 20 & N 20 acs.}

INSTRUMENT: R.O.W. Easement
DATE: August 24, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 831
Deed Records, Hidalgo County, Texas
No. 27693

27693

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That John R. Henry

reinafter called Grantors, in consideration of One Dollar and other good and valuable nsideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1494 page 126*, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the North 2 acres of the South 20 acres; and the North 20 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

* Also Volume 1513, page 671; Volume 1561, page 947; Volume 1608, page 875.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement atinues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 24 day of August, 1979.

John R. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared John R. Henry known to me to be the person(s) whose name(s) (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 24th day of August, 1979.

Notary Public in and for Hidalgo County, Texas

27693

FILED FOR RECORD THIS DATE
At 11:22 o'clock A.M.
SEP 4 1979
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT 1, BOX 130
EDINBURG TEXAS 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 56)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed with designation: Volume 1637, Page 831;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: JUAN TAMEZ

FIELD NOTES FOR PARCEL – 56

Being a 0.073 Acres of land, more or less, out of 7.00 acres of Farm Tract 198, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Juan Tamez by virtue of Warranty Deed dated March 27, 2003, recorded in Document Number 1183613 Deed Records, Hidalgo County, Texas. Said 0.073 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 2,244.09 feet, along the east property line of Farm Tract 197 and Farm Tract 198 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 18.95 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

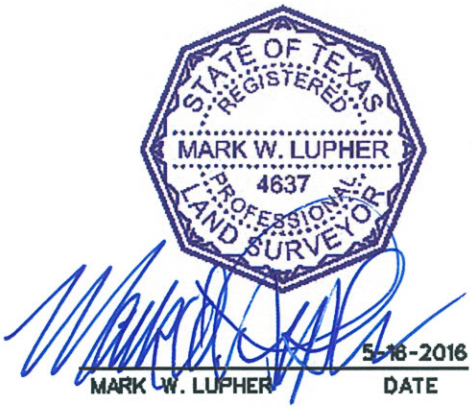
THENCE, in a Northeasterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the left having a Delta angle 1° 07' 09", a Radius 7922 feet, a Tangent of 77.38 feet, an Arc length 154.76 feet, a Chord length of 154.75 feet, and a Chord bearing N 1° 23' 38" E to a No 4 rebar with cap set for an internal corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, in a Northeasterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 0° 33' 39", a Radius 7818 feet, a Tangent of 38.26 feet, an Arc length 76.51 feet, a Chord length of 76.51 feet, and a Chord bearing N 1° 40' 23" E to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 8.07 feet to an existing rebar found for the northeast corner of said tract herein described;

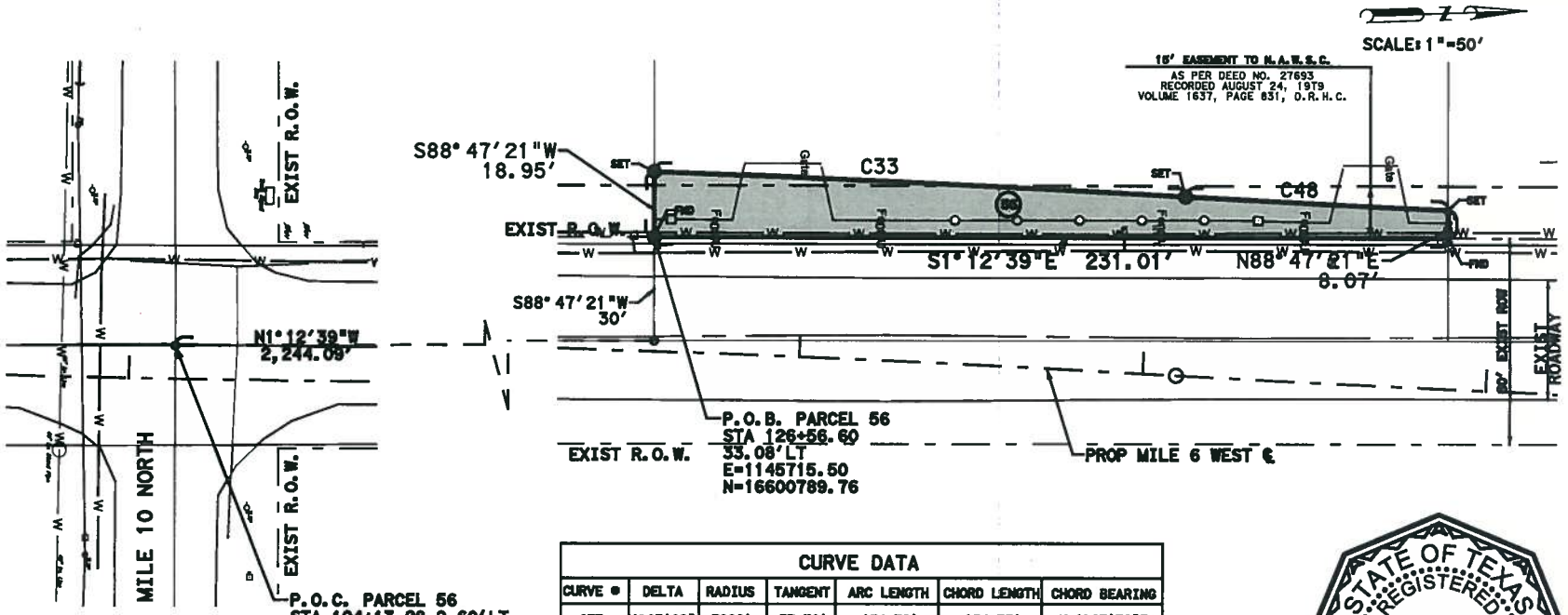
THENCE, S 1° 12' 39" E, for a distance of 231.01 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.073 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-16-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C33	1°07'09"	7922'	77.38'	154.76'	154.75'	N 1°23'38"E
C48	0°33'39"	7818'	38.26'	76.51'	76.51'	N 1°40'23"E

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

6/28/2016
MARK W. LUPHER DATE

SURVEY PLAT
OF
PARCEL 56
BEING A 0.073 ACRE TRACT OF LAND
OUT OF THE SOUTH 7 ACRES OF THE NORTH 12 ACRES OF FARM TRACT 198
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

TOTAL ACRE: 7.00 AC
TO BE ACQUIRED: 0.073 AC
REMAINDER: 6.93 AC

OWNER: JUAN TAMEZ
BY WARRANTY DEED
DATED MARCH 27, 2003 RECORDED
DOCUMENT NO. 1183613 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1183613.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWNERSHIP LINES
- FENCE LINES
- WM — WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IrV — IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1046
730 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 615-1000
Fax: (832) 615-1010

MILE 6 WEST ROAD
PARCEL 56

DIST.	COUNTY	ROADWAY NO.	PROJECT NO.	SHEET NO.
0	TEXAS			MILE 6W
PHR	HIDALGO	0021	02	359

John R. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' –N2 acs. - S 20 & N 20 acs.}

INSTRUMENT: R.O.W. Easement
DATE: August 24, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 831
Deed Records, Hidalgo County, Texas
No. 27693

27693

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That John R. Henry

reinafter called Grantors, in consideration of One Dollar and other good and valuable nsideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1494 page 126*, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the North 2 acres of the South 20 acres; and the North 20 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

* Also Volume 1513, page 671; Volume 1561, page 947; Volume 1608, page 875.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement ntinues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 24 day of August, 1979.

John R. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared John R. Henry known to me to be the person(s) whose name(s) (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 24th day of August, 1979.

Notary Public in and for Hidalgo County, Texas

27693

FILED FOR RECORD THIS DATE
At 11:22 o'clock A.M.
SEP 4 1979
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By [signature] Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT 1, BOX 130
EDINBURG, TEXAS 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 57)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed with designation: Volume 1637, Page 831;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public,State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: ARTURO AND BELINDA FERNANDEZ

FIELD NOTES FOR PARCEL – 57

Being a 0.019 Acres of land, more or less, out of 5.00 acres of Farm Tract 198, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Arturo and Belinda Fernandez by virtue of Warranty Deed dated December 28, 1994, recorded in Document Number 436234 Deed Records, Hidalgo County, Texas. Said 0.019 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 2,475.10 feet, along the east property line of Farm Tract 197 and Farm Tract 198 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

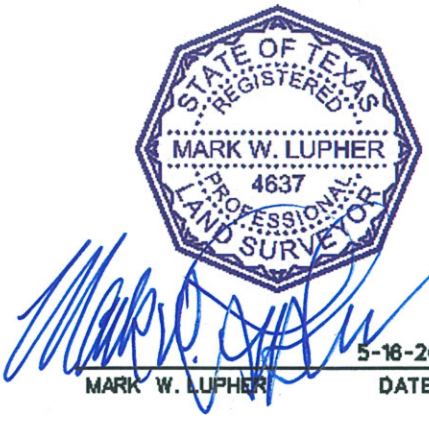
THENCE, S 88° 47' 21" W, for a distance of 8.07 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, in a Northeasterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the left having a Delta angle 1° 12' 36", a Radius 7818 feet, a Tangent of 82.56 feet, an Arc length 165.11 feet, a Chord length of 165.11 feet, and a Chord bearing N 0° 47' 15" E to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 2.31 feet to an existing rebar found for the northeast corner of said tract herein described;

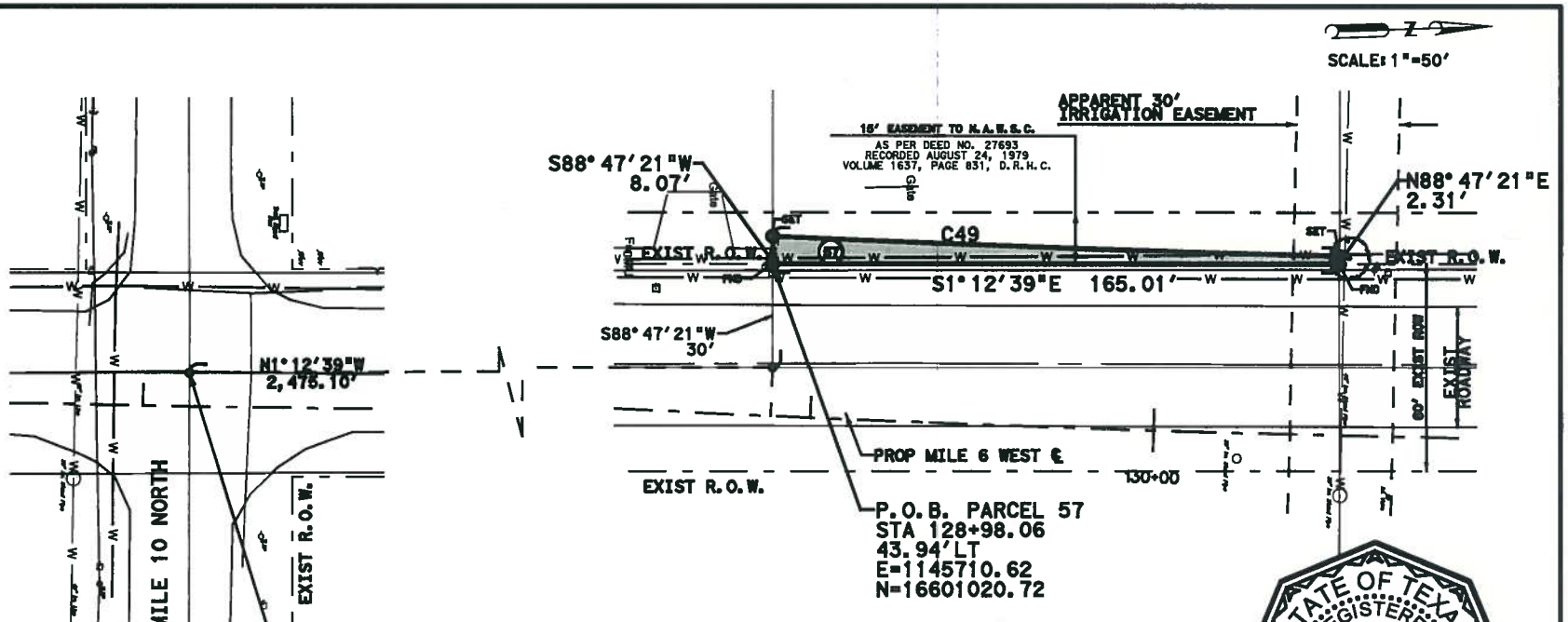
THENCE, S 1° 12' 39" E, for a distance of 165.01 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.019 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-16-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C49	1°12'36"	7818'	82.56'	165.11'	165.11'	N 0°47'15"E

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

6/28/2016
MARK W. LUPHER DATE

SURVEY PLAT
OF
PARCEL 57
BEING A 0.019 ACRE TRACT OF LAND
OUT OF A 5.00 ACRE TRACT OF LAND OUT OF FARM TRACT 198
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

TOTAL ACRE: 5.00 AC
TO BE ACQUIRED: 0.019 AC
REMAINDER: 4.98 AC

OWNER: ARTURO AND BELINDA FERNANDEZ
BY WARRANTY DEED WITH VENDOR LIEN
DATED DECEMBER 28, 1994 RECORDED
DOCUMENT NO. 436234 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 437140.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1046
736 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 649-1000
Fax: (832) 649-1010

MILE 6 WEST ROAD
PARCEL 57

DIST.	COUNTY	CONTROL SECT.	PROJECT NO.	SHEET NO.
PHR	HIDALGO	0921	02	359

John R. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' –N2 acs. - S 20 & N 20 acs.}

INSTRUMENT: R.O.W. Easement
DATE: August 24, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 831
Deed Records, Hidalgo County, Texas
No. 27693

27693

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That John R. Henry

reinafter called Grantors, in consideration of One Dollar and other good and valuable nsideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1494 page 126*, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the North 2 acres of the South 20 acres; and the North 20 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

* Also Volume 1513, page 671; Volume 1561, page 947; Volume 1608, page 875.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement atinues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 24 day of August, 1979.

John R. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared John R. Henry known to me to be the person(s) whose name(s) (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 24th day of August, 1979.

Notary Public in and for Hidalgo County, Texas

27693

FILED FOR RECORD THIS DATE
At 11:22 o'clock A.M.
SEP 4 1979
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By [signature] Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT 1, BOX 130
EDINBURG TEXAS 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 58)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed with designation: Volume 1642, Page 205;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: ARTURO AND BELINDA FERNANDEZ

FIELD NOTES FOR PARCEL – 58

Being 139 Square Feet of land, more or less, out of 29,072 Square Feet out of Farm Tract 199, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Arturo and Belinda Fernandez by virtue of Warranty Deed dated December 28, 1994, recorded in Document Number 436234 and Corrected Warranty Deed dating August 29, 1995, recorded in Document Number 473140, Deed Records, Hidalgo County, Texas. Said 139 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 2,640.10 feet, along the east property line of Farm Tract 197, Farm Tract 198, and Farm Tract 199 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 2.31 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the left having a Delta angle 0° 52' 47", a Radius 7818 feet, a Tangent of 60.01 feet, an Arc length 120.02 feet, a Chord length of 120.02 feet, and a Chord bearing N 0° 15' 26" W to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 0.31 feet to an existing rebar found for the northeast corner of said tract herein described;

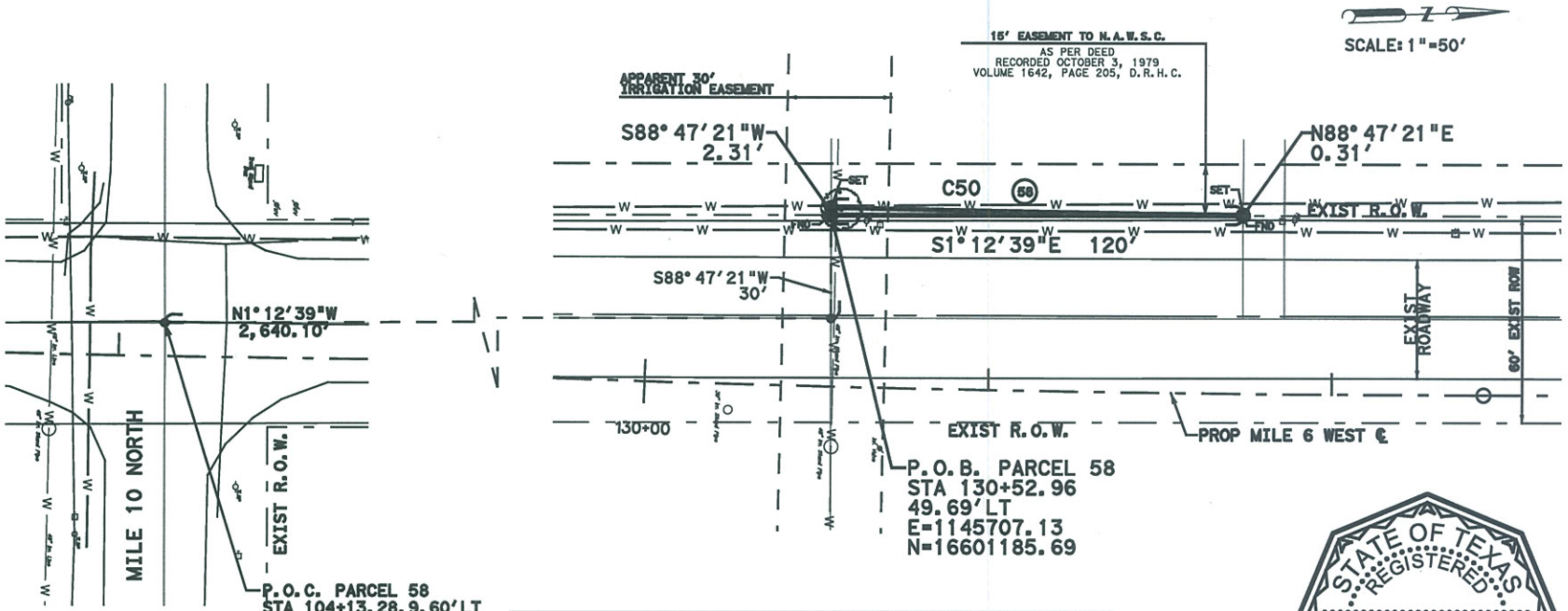
THENCE, S 1° 12' 39" E, for a distance of 120.00 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 139 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5-16-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C50	0° 52' 47"	7818'	60.01'	120.02'	120.02'	N 0° 15' 26"E

SURVEY PLAT
OF
PARCEL 58

BEING A 139 SQUARE FEET TRACT OF LAND
OUT OF A 29072 SQUARE FEET TRACT OF LAND OUT OF FARM TRACT 199
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 29072 SQFT
TO BE ACQUIRED: 139 SQFT
REMAINDER: 28933 SQFT

OWNER: ARTURO AND BELINDA FERNANDEZ
BY WARRANTY DEED
DATED DECEMBER 28, 1994 RECORDED
DOCUMENT NO. 436234 D.R.H.C.
AND
CORRECTED WARRANTY DEED
DATED AUGUST 29, 1995 RECORDED
DOCUMENT NO. 473140 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 436234.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WM WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IOV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1440
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 58

DIST.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.
6	TEXAS		MILE 6W

STATE DIST. NO.	COUNTY	CONTROL SUB	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	356	

c:\projects\dms335772\Parcel58.dgn 8:23:49 PM 5/16/2016

31282

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That James Edwin Henry

hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1494 page 124*, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the South 2 acres of the North 20 acres; and the South 20 acres of Farm Tract 199, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

* Also Volume 1513, page 669; Volume 1561, page 951 and Volume 1608, page 853.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 3rd day of October, 1979.

J. E. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared James Edwin Henry, A.K.A. J. E. Henry known to me to be the person(s) whose name(s) (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 3rd day of October, 1979.

Notary Public in and for Hidalgo County, Texas

My Commission Expires 3/13/80

Volume 1648, Page 206 H.C.D.R.

31282

FILED FOR RECORD THIS DATE
At 8:00 o'clock 1 M.

OCT 4 - 1979

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By [illegible] Deputy

Please file, bill & return to:

North Alamo Water Supply Corp.
Route 1 Box 130
Edinburg, Texas 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 59)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed with designation: Volume 1637, Page 829 and Volume 1642, Page 205;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public,State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: MANUEL B. AND MATILDE C. GARCIA

FIELD NOTES FOR PARCEL – 59

Being 1,641 Square Feet of land, more or less, out of 110, 209 Square Feet of Farm Tract 199, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Manuel B. and Matilde C. Garcia by virtue of Warranty Deed with Vendor Lien dated March 12, 1993, recorded in Document Number 310973 and by Warranty Deed dated November 27, 1992, recorded in Document Number 304434 Deed Records, Hidalgo County, Texas. Said 1,641 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 3,300.13 feet, along the east property line of Farm Tract 197, Farm Tract 198, and Farm Tract 199 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 1.26 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

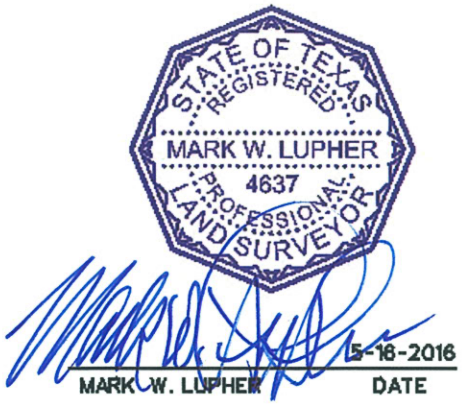
THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the left having a Delta angle 1° 51' 31", a Radius 7818 feet, a Tangent of 126.81 feet, an Arc length 253.60 feet, a Chord length of 253.58 feet, and a Chord bearing N 3° 10' 13" W to a No 4 rebar with cap set for an internal corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 0° 15' 53", a Radius 7922 feet, a Tangent of 18.31 feet, an Arc length 36.62 feet, a Chord length of 36.62 feet, and a Chord bearing N 3° 58' 02" W to a No 4 rebar with cap set for the northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 11.70 feet to an existing rebar found for the northeast corner of said tract herein described;

THENCE, S 1° 12' 39" E, for a distance of 290.01 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 1,641 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

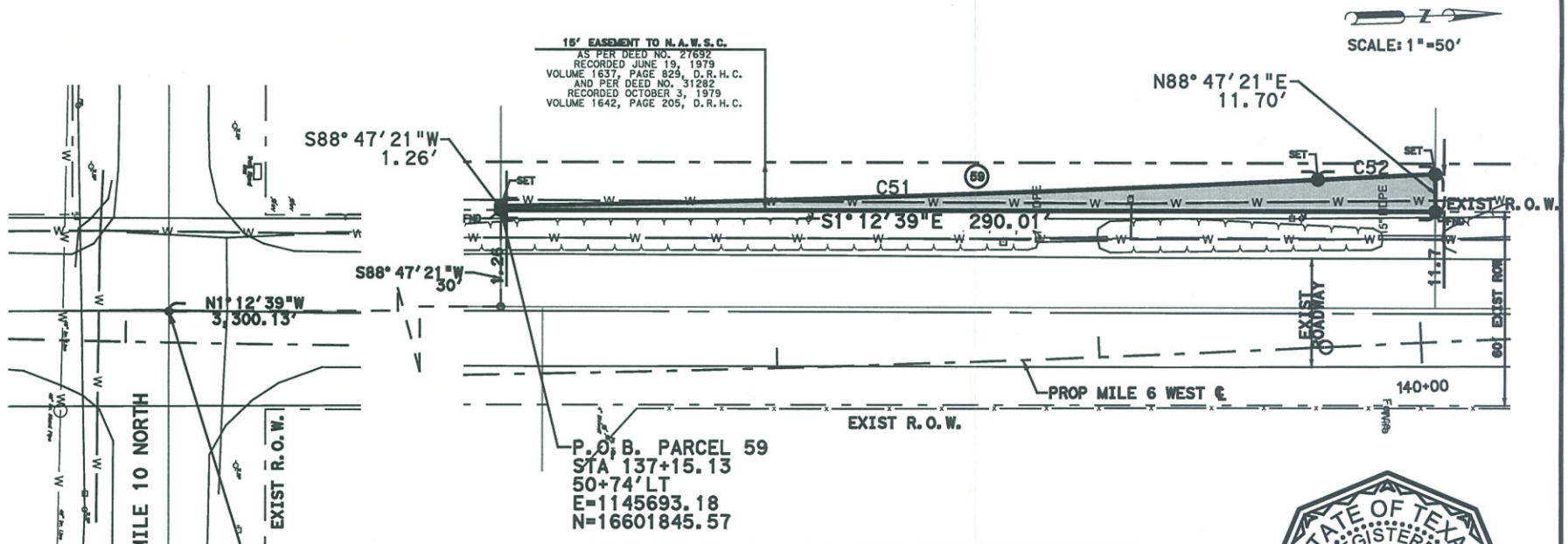
A plat of same date accompanies this Field Note Description



5-18-2016

MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C51	1°51'31"	7818'	126.81'	253.60'	253.58'	N 3°10'13"W
C52	0°15'53"	7922'	18.31'	36.62'	36.62'	N 3°58'2"W

SURVEY PLAT
OF
PARCEL 59
BEING A 1641 SQUARE FEET TRACT OF LAND
OUT OF 110209 SQUARE FEET TRACT OF LAND OUT OF FARM TRACT 199
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 110,209 SQFT
TO BE ACQUIRED: 1,641 SQFT
REMAINDER: 108,568 SQFT

OWNER: MANUEL B. AND MATILDE C. GARCIA
BY WARRANTY DEED WITH VENDOR LIEN
DATED MARCH 12, 1993 RECORDED
DOCUMENT NO. 310973 D.R.H.C.
AND
BY WARRANTY DEED
DATED NOVEMBER 27, 1992 RECORDED
DOCUMENT NO. 304434 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 310973.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WM WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IcV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 59

DIST.	STATE	FEDERAL AID PROJECT NO.			PROJECT NO.
	6	TEXAS			MILE 6W
STATE DIST. NO.	COUNTY	CONTROL SECT. NO.	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	358	

c:\civil\tedsi\proj\35777\Parcel59.dgn 5/16/2016 8:23:55 PM

Mary E. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' wide over the N 18 acs. FT 199}

INSTRUMENT: R.O.W. Easement
DATE: June 19, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 829
Deed Records, Hidalgo County, Texas
No. 27692

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Mary E. Henry hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1487 page 577, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the North 18 acres of Farm Tract 199, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

An easement 15 feet wide over and across the South 18 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages austained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 19th day of June, 1979.

Mary E. Henry

Mary E. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Mary E. Henry, A.K.A. Esther M. Henry known to me to be the person(s) whose name(s) (is) subscribed to the foregoing instrument and acknowledged to me that (she) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of June, 1979.

Notary Public in and for Hidalgo County, Texas

WALTER W. GOSS
Notary Public, Texas
Commission Expires 3/13/80

27692

FILED FOR RECORD THIS DATE
At 11:18 o'clock A M.

SEP 4 1979

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT. 1, BOX 120
EDINBURG, TEXAS 78539

JAMES EDWIN HENRY

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' strip – S 2-N 20 & S 20 acs.}

INSTRUMENT: R.O.W. Easement
DATE: October 3, 1979
FILED: October 4, 1979
RECORDED: Volume 1642, Page 205
Deed Records, Hidalgo County, Texas
No. 31282

31282

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That James Edwin Henry

hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1494 page 124*, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the South 2 acres of the North 20 acres; and the South 20 acres of Farm Tract 199, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

* Also Volume 1513, page 669; Volume 1561, page 951 and Volume 1608, page 853.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 3rd day of October, 1979.

J. E. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared James Edwin Henry, A.K.A. J. E. Henry known to me to be the person(s) whose name(s) (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 3rd day of October, 1979.

Notary Public in and for Hidalgo County, Texas

31282

FILED FOR RECORD THIS DATE
At 4:04 o'clock P M.

OCT 4 - 1979

SANTOS SALDIANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

Please mail deed to:

North Alamo Water Supply Corp.
Route 1 Box 130
Edinburg, Texas 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 60)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed with designation: Volume 1637, Page 829;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: MANUEL B. AND MATILDE C. GARCIA

FIELD NOTES FOR PARCEL – 60

Being a 0.019 Acres of land, more or less, out of 7.96 acres, being the East 410 feet of the South 64.09 feet of the North 370 Feet out of Farm Tract 199, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Manuel B. and Matilde C. Garcia by virtue of Warranty Deed with Vendor Lien dated March 12, 1993, recorded in Document Number 310973 Deed Records, Hidalgo County, Texas. Said 0.019 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 3,590.14 feet, along the east property line of Farm Tract 197, Farm Tract 198, and Farm Tract 199 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

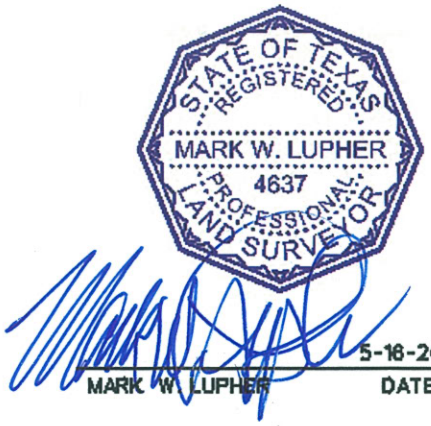
THENCE, S 88° 47' 21" W, for a distance of 11.70 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 0° 27' 50", a Radius 7922 feet, a Tangent of 32.07 feet, an Arc length 64.15 feet, a Chord length of 64.15 feet, and a Chord bearing N 3° 36' 10" W to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 14.37 feet to an existing rebar found for the northeast corner of said tract herein described;

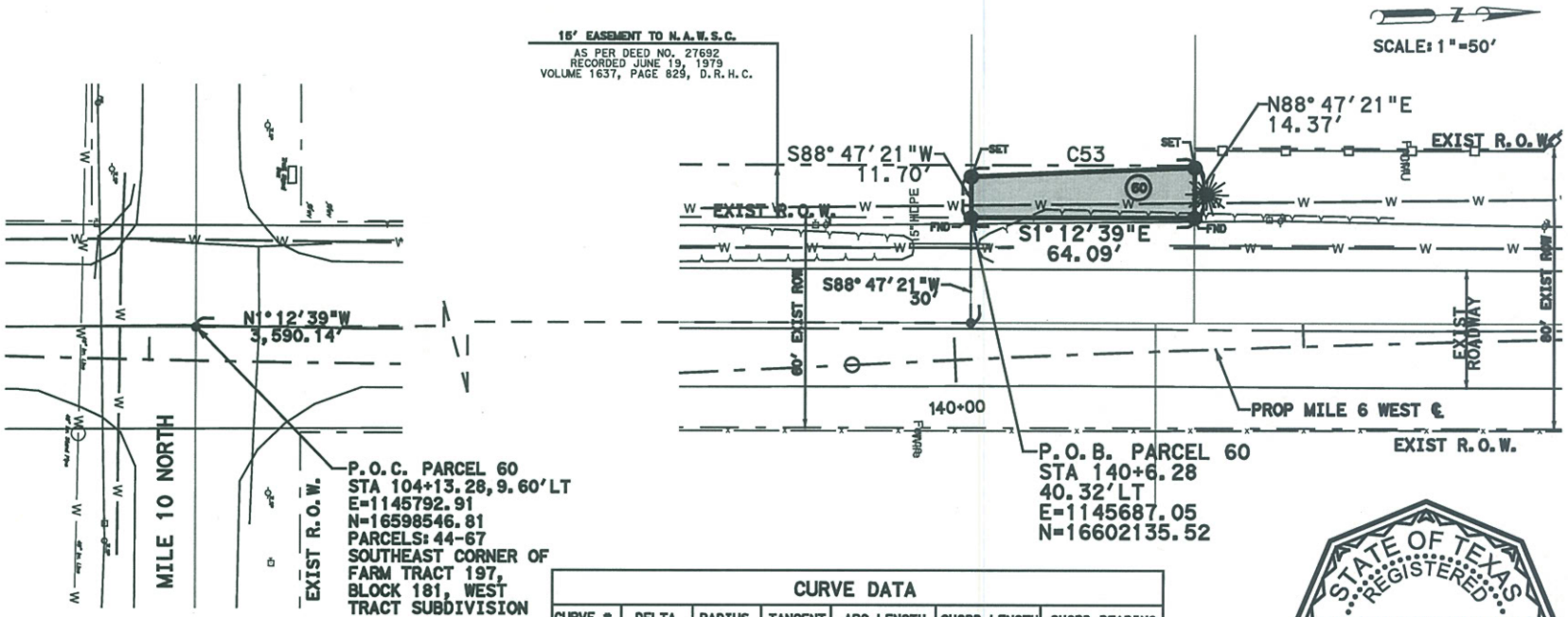
THENCE, S 1° 12' 39" E, for a distance of 64.09 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.019 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



MARK W. LUPHER — 5-18-2016 DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C53	0° 27' 50"	7922'	32.07'	64.15'	64.15'	N 3° 36' 10"W

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

SURVEY PLAT
OF
PARCEL 60
BEING A 0.019 ACRE TRACT OF LAND
OUT OF A 7.96 ACRE TRACT BEING THE EAST 410 FEET OF THE SOUTH 64.09 FEET OF THE NORTH 370 FEET
OUT OF FARM TRACT 199
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

TOTAL ACRE: 7.96 AC
TO BE ACQUIRED: 0.019 AC
REMAINDER: 7.941 AC

OWNER: MANUEL B. AND MATILDE C. GARCIA
BY WARRANTY DEED WITH VENDOR LIEN
DATED MARCH 12, 1993 RECORDED
DOCUMENT NO. 310973 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1707398.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 60

DIST.	COUNTY	CONTROL SUB	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	358	

c:\pw~1\edsi\dms35774\Parcel60.dgn 5/16/2016 8:24:00 PM

Mary E. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' wide over the N 18 acs. FT 199}

INSTRUMENT: R.O.W. Easement
DATE: June 19, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 829
Deed Records, Hidalgo County, Texas
No. 27692

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Mary E. Henry

hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1487 page 577, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the North 18 acres of Farm Tract 199, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

An easement 15 feet wide over and across the South 18 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 19th day of June, 1979.

Mary E. Henry
Mary E. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Mary E. Henry, A.K.A. Esther M. Henry known to me to be the person(s) whose name(s) (is)(are) subscribed to the foregoing instrument and acknowledged to me that (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of June, 1979.

Notary Public in and for Hidalgo County, Texas

WALTER W. [illegible]
Notary Public, Texas
Commission Expires 5/13/80

27692

FILED FOR RECORD THIS DATE
At 11:18 o'clock A M.

SEP 4 1979

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT. 1, BOX 120
EDINBURG, TEXAS 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 61)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed with designation: Volume 1637, Page 829;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public,State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: EMMA F. CAVAZOS

FIELD NOTES FOR PARCEL – 61

Being 337 Square Feet of land, more or less, out of Lot 1, the Estates at Westhaven Subdivision, an addition to the City of Weslaco, Texas. As recorded in Volume 39, Page 44, Map Records, Hidalgo County Texas. Being a subdivision of 9.27 Acres out of Farm Tract 199, Block 181, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Emma F. Cavazos by virtue of Warranty Deed dated November 9, 2005, recorded in Document Number 1554999 Deed Records, Hidalgo County, Texas. Said 337 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 3,739.24 feet, along the east property line of Farm Tract 197, Farm Tract 198, and Farm Tract 199 to a point;

THENCE, S 88° 47' 21" W, for a distance of 50.00 feet, to a No. 4 rebar with plastic cap set for the south corner of tract and **The Point Of Beginning** herein described;

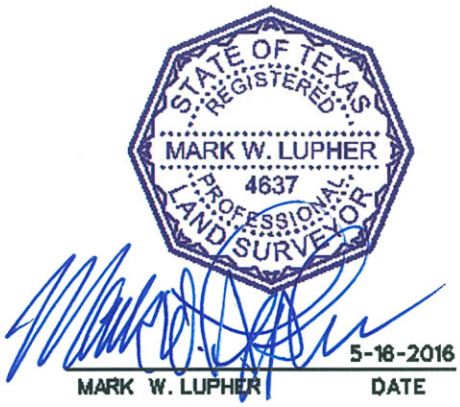
THENCE, N 46° 12' 39" W, for a distance of 42.43 feet, to a No. 4 with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 15.00 feet along the proposed right of way of Mile 6 West and Westhaven Drive to an existing rebar set for the northeast corner of said tract herein described;

THENCE, S 46° 12' 06" E, for a distance of 21.22 feet along the existing Right of Way of Mile 6 West and Westhaven Drive to an existing rebar set for an internal corner of said tract herein described;

THENCE, S 1° 12' 39" E, for a distance of 15.00 feet along the existing Mile 6 West right of way to the south corner and **POINT OF BEGINNING** and containing 337 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

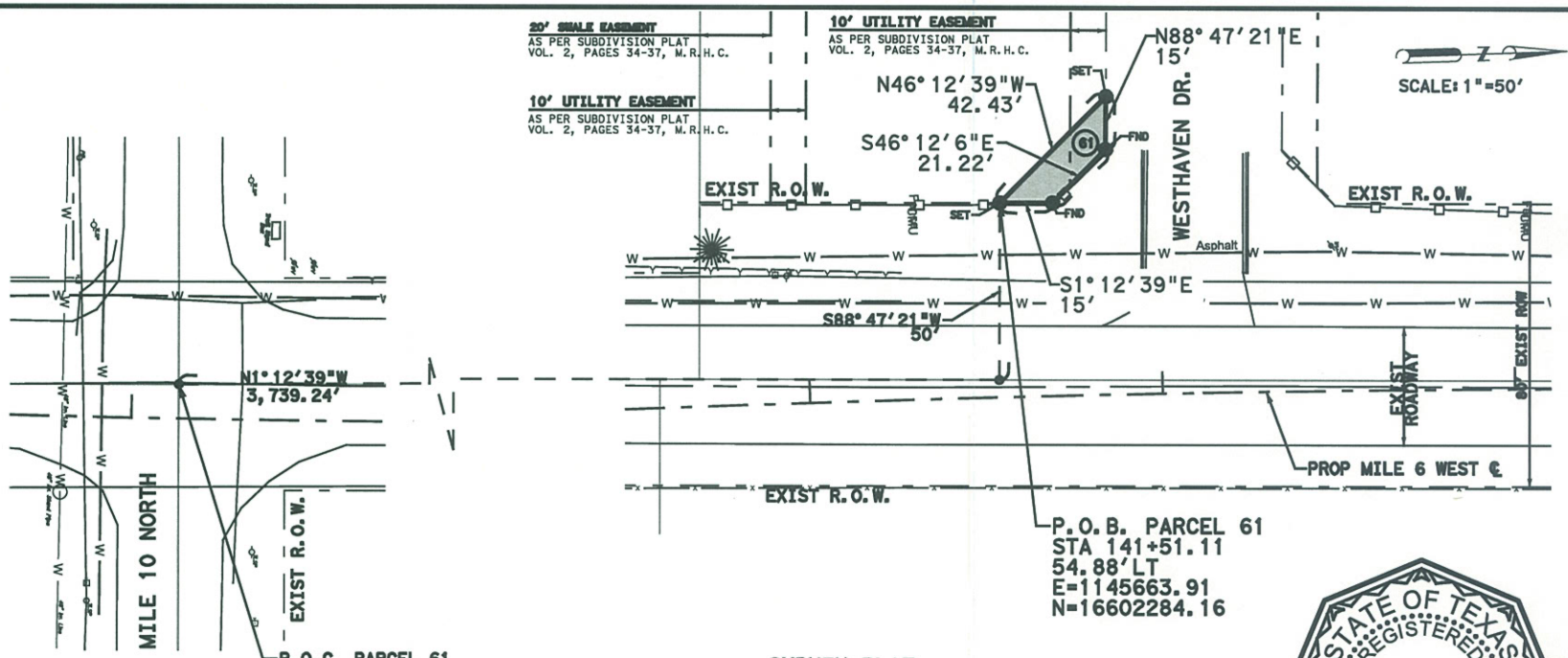
A plat of same date accompanies this Field Note Description



5-18-2016

MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 61

BEING A 337 SQUARE FEET TRACT OF LAND
OUT OF LOT 1, THE ESTATES AT WESTHAVEN SUBDIVISION
AN ADDITION TO THE CITY OF WESLACO, TEXAS
AS RECORDED IN VOLUME 39, PAGE 44 M.R.H.C.
BEING A SUBDIVISION OF 9.27 ACRES OUT OF FARM TRACT 199
BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 26220 SQFT
TO BE ACQUIRED: 337 SQFT
REMAINDER: 25883 SQFT

OWNER: EMMA F. CAVAZOS
BY WARRANTY DEED
DATED NOVEMBER 9, 2005 RECORDED
DOCUMENT NO. 1554999 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1554999.

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WM — WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IcV — IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

©2016 Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1440
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 61

DIST.	STATE	FEDERAL AID PROJECT NO.				SHEET NO.
6	TEXAS					MILE 6W
STATE DIST. NO.	COUNTY	CONTROL SECT NO.	SECTION NO.	JOB NO.		SHEET NO.
PHR	HIDALGO	0921	02	358		

c:\pw~1\tedsi\dm\357725\Parcel61.dgn 5/16/2016 8:24:06 PM

Mary E. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' wide over the N 18 acs. FT 199}

INSTRUMENT: R.O.W. Easement
DATE: June 19, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 829
Deed Records, Hidalgo County, Texas
No. 27692

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Mary E. Henry hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1487 page 577, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the North 18 acres of Farm Tract 199, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

An easement 15 feet wide over and across the South 18 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 19th day of June, 1979.

Mary E Henry
Mary E. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Mary E. Henry, A.K.A. Esther M. Henry known to me to be the person(x) whose name(x) (is)x(are) subscribed to the foregoing instrument and acknowledged to me that (she) ~~they~~ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of June, 1979.

Notary Public in and for Hidalgo County, Texas

WALTER W. CROSS
Notary Public, Texas
Commission Expires 5/13/80

27692

FILED FOR RECORD THIS DATE
At 11:15 o'clock A M.

SEP 4 1979

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT. 1, BOX 320
EDINBURG, TEXAS 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 62)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed with designation: Volume 1637, Page 829;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: ROEL M. AND PATRICIA V. CARREON

FIELD NOTES FOR PARCEL – 62

Being 337 Square Feet of land, more or less, out of Lot 14, the Estates at Westhaven Subdivision, an addition to the City of Weslaco, Texas. As recorded in Volume 39, Page 44, Map Records, Hidalgo County Texas. Being a subdivision of 9.27 Acres out of Farm Tract 199, Block 181, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Roel M. and Patricia V. Carreon by virtue of Warranty Deed with Vendor Lien dated September 15, 1997, recorded in Document Number 626448 Deed Records, Hidalgo County, Texas. Said 337 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 3,819.24 feet, along the east property line of Farm Tract 197, Farm Tract 198, and Farm Tract 199 to a point;

THENCE, S 88° 47' 21" W, for a distance of 65.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

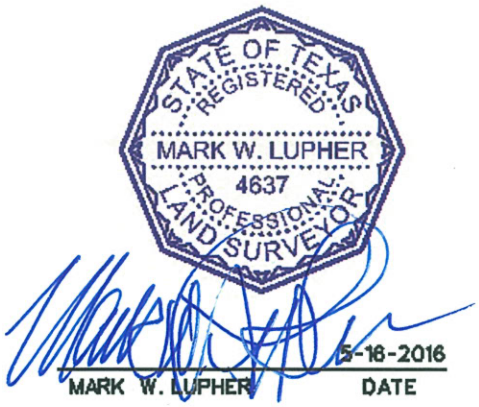
THENCE, S 88° 47' 21" W, for a distance of 15.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 43° 47' 21" E, for a distance of 42.43 feet to a No. 4 rebar with plastic cap set for the north corner of said tract herein described;

THENCE, S 1° 12' 39" E, for a distance of 15.00 feet along the existing Mile 6 West right of way to a No. 4 rebar with plastic cap set for an internal corner of said tract herein described;

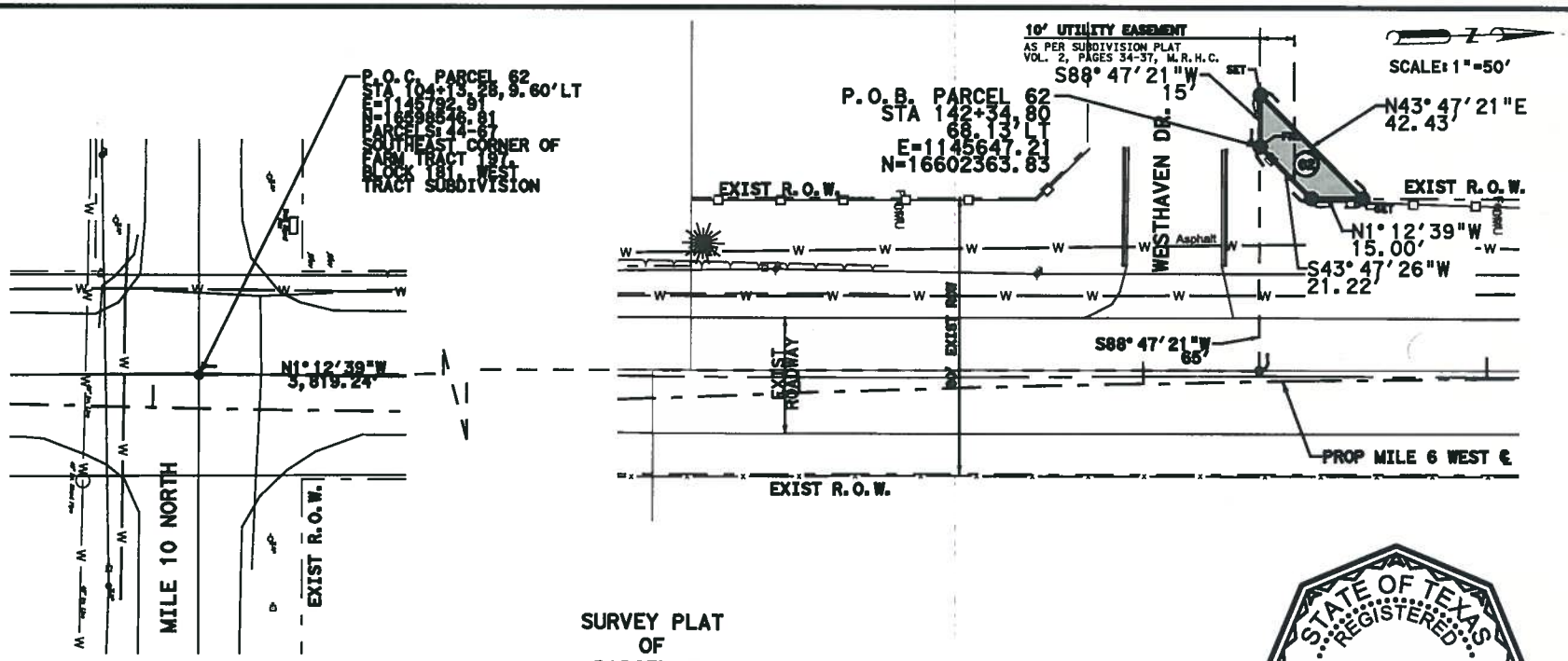
THENCE, S 43° 47' 26" W, for a distance of 21.22 feet along the existing Mile 6 West and Westhaven Drive Right of Way to the southeast corner and **POINT OF BEGINNING** and containing 337 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-18-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 62

BEING A 337 SQUARE FEET TRACT OF LAND
OUT OF LOT 14, THE ESTATES AT WESTHAVEN SUBDIVISION
AN ADDITION TO THE CITY OF WESLACO, TEXAS
AS RECORDED IN VOLUME 39, PAGE 44 M.R.H.C.
BEING A SUBDIVISION OF 9.27 ACRES OUT OF FARM TRACT 199
BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER — 5/26/2016 DATE

TOTAL SQUARE FEET: 21,123 SQFT
TO BE ACQUIRED: 337 SQFT
REMAINDER: 20,673 SQFT

OWNER: ROEL M. AND PATRICIA V. CARREON
BY WARRANTY DEED WITH VENDOR LIEN
DATED SEPTEMBER 15, 1997 RECORDED
DOCUMENT NO. 626448 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 626448.

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWNERSHIP LINES
	FENCE LINES
WM	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IcV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

©2016
Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1446
731 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 62

Mary E. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' wide over the N 18 acs. FT 199}

INSTRUMENT: R.O.W. Easement
DATE: June 19, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 829
Deed Records, Hidalgo County, Texas
No. 27692

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Mary E. Henry hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1487 page 577, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the North 18 acres of Farm Tract 199, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

An easement 15 feet wide over and across the South 18 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages austained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 19th day of June, 1979.

Mary E. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Mary E. Henry, A.K.A. Esther M. Henry known to me to be the person(s) whose name(s) (is)(~~are~~) subscribed to the foregoing instrument and acknowledged to me that (she) (~~they~~) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of June, 1979.

Notary Public in and for Hidalgo County, Texas

Commission Expires 5/13/80

27692

FILED FOR RECORD THIS DATE
At 11:18 o'clock A M.

SEP 4 1979

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT. 1, [illegible]
EDINBURG, TEXAS 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 63)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed with designation: Volume 1637, Page 827;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: DANIEL AND NORMA DE LEON, JR.

FIELD NOTES FOR PARCEL – 63

Being 4,400 Square Feet of land, more or less, out of Lot 6, Henri Acres Subdivision, as recorded in Volume 25, Page 37, Map Records, Hidalgo County Texas. Being a subdivision of 6.00 Acres out of Farm Tract 200, Block 181, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Daniel and Norma de Leon, Jr. by virtue of Warranty Deed with Vendor Lien dated May 9, 2002, recorded in Document Number 1084415 Deed Records, Hidalgo County, Texas. Said 4,400 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 3,960.16 feet, along the east property line of Farm Tract 197, Farm Tract 198, Farm Tract 199, and Farm Tract 200 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 20.00 feet, to a No. 4 with plastic cap set for the southwest corner of said tract herein described;

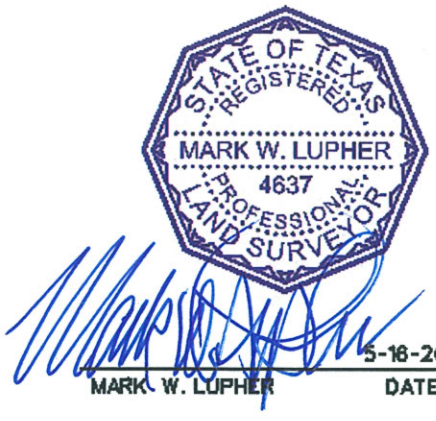
THENCE, N 1° 12' 39" W, for a distance of 199.86 feet along the proposed right of way of Mile 6 West to a No. 4 rebar with plastic cap set for a interior corner of said tract herein described;

THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 0° 08' 45", a Radius 7922 feet, a Tangent of 10.08 feet, an Arc length 20.15 feet, a Chord length of 20.15 feet, and a Chord bearing N 1° 08' 17" W to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 19.98 feet to an existing rebar found for the northeast corner of said tract herein described;

THENCE, S 1° 12' 39" E, for a distance of 220.01 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 4,400 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

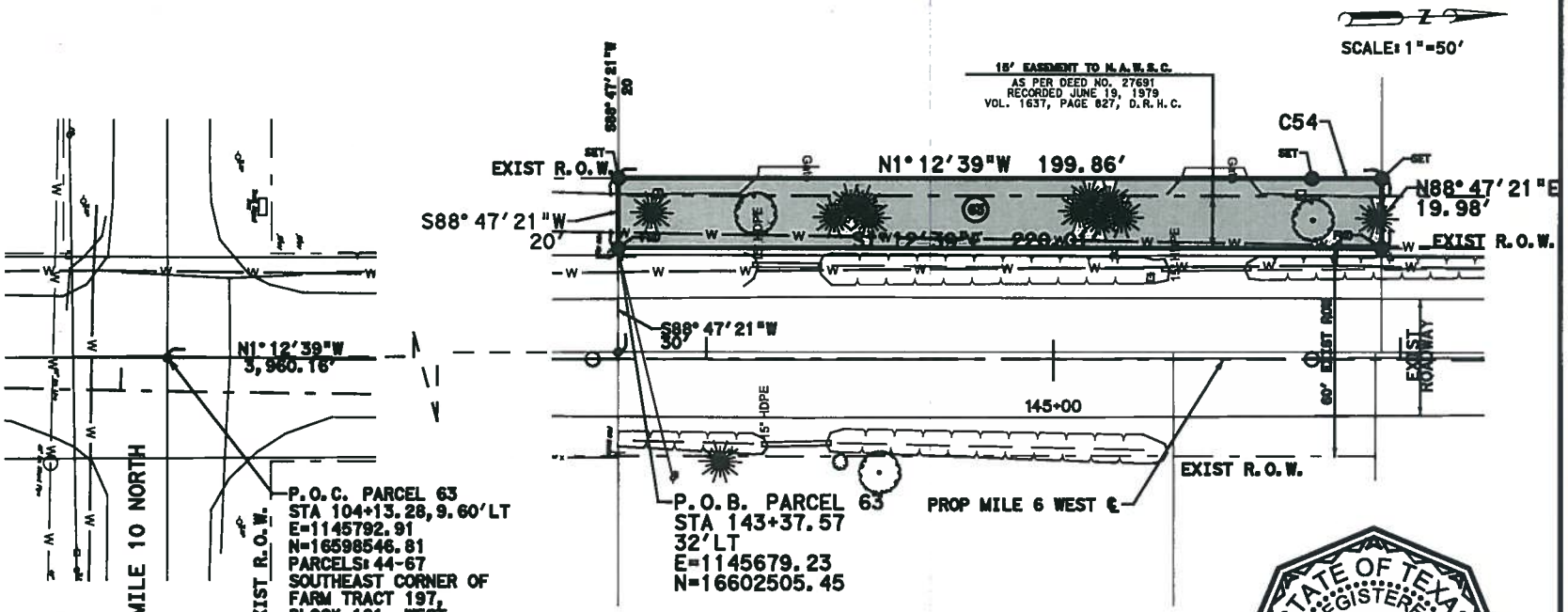
A plat of same date accompanies this Field Note Description



5-18-2016

MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C54	0° 08' 45"	7922'	10.08'	20.15'	20.15'	N 1° 8' 17"W

SURVEY PLAT
OF
PARCEL 63

BEING A 4,400 SQUARE FEET TRACT OF LAND
OUT OF LOT 6, HENRI ACRES SUBDIVISION
AS RECORDED IN VOL. 25, PAGE 37 M.R.H.C.
BEING A SUBDIVISION OF THE EAST 6.00 ACRES OUT OF FARM TRACT 200,
BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

6/28/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 36,962 SQFT
TO BE ACQUIRED: 4,400 SQFT
REMAINDER: 32,562 SQFT

OWNER: DANIEL AND NORMA DE LEON, JR.
BY WARRANTY DEED WITH VENDOR LIEN
DATED MAY 9, 2002 RECORDED
DOCUMENT NO. 1084415 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1084415.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WV WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IcV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1046
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 649-1000
Fax: (832) 649-1038

MILE 6 WEST ROAD
PARCEL 63

DIST.	COUNTY	CONTROL SECT. JOB	PROJECT NO.	SHEET NO.
PHR	HIDALGO	0221	03	328

Esther M. Henry & J. A. Henry Trust

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' strip lying West of Mile 6 West}

INSTRUMENT: R.O.W. Easement
DATE: June 19, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 827
Deed Records, Hidalgo County, Texas
No. 27691

27691

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Esther M. Henry, a widow, and the J. A. Henry Trust hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 532 page 173*, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across Farm Tract 200, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

* Also Probate No. 11,725; Volume 1487, page 575.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 19th day of June, 1979.

J.A. Henry Trust, by
Herman A. Henry, Trustee
Herman A. Henry, Trustee

Esther M Henry
Esther M. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Esther M. Henry A.K.A. Mary E. Henry and Herman A. Henry known to me to be the person(s) whose name(s) (~~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 19th day of June, 1979.

Notary Public in and for Hidalgo County, Texas

27691

FILED FOR RECORD THIS DATE
At 11:16 o'clock A M.

SEP 4 1979

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT [illegible] BOX 220
EDINBURG, TEXAS 78539

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

AFFIDAVIT

(for North Alamo Water Supply Corporation—Parcel 64)

U-No.15218

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.:
		ROW CSJ No.: 0921-02-356
		Highway No.:
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Steven P. Sanchez, General Manager of the North Alamo Water Supply Corporation, **("Utility")** who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Steven P. Sanchez 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. Whereas North Alamo Water Supply Corporation has a water utility easement adjacent to Mile 6 West Road and which instrument is recorded in the Court House of the Hidalgo County Texas Deed with designation: Volume 1637, Page 827;

2. Whereas the roadway improvements proposed by ROW CSJ No. 0921-02-356 will conflict with existing water utilities owned by North Alamo Water Supply Corporation and located within the above referenced easement.

Further affiant sayeth not."

Steve P. Sanchez, General Manager

North Alamo Water Supply Corporation
Company

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 15th 2019 by

Steve P. Sanchez , of North Alamo Water Supply Corporation , a non-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public,State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: ROBERTO AND VILMA RODRIGUEZ

FIELD NOTES FOR PARCEL – 64

Being 4,109 Square Feet of land, more or less, out of Lot 5, Henri Acres Subdivision, as recorded in Volume 25, Page 37, Map Records, Hidalgo County Texas. Being a subdivision of the East 6.00 Acres out of Farm Tract 200, Block 181, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Roberto and Vilma Rodriguez by virtue of Warranty Deed with Vendor Lien dated December 17, 2002, recorded in Document Number 1161726 Deed Records, Hidalgo County, Texas. Said 4,109 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12’ 39” W, for a distance of 4,180.17 feet, along the east property line of Farm Tract 197, Farm Tract 198, Farm Tract 199, and Farm Tract 200 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 19.98 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 1° 35' 29", a Radius 7922 feet, a Tangent of 110.03 feet, an Arc length 220.05 feet, a Chord length of 220.04 feet, and a Chord bearing N 0° 16' 10" W to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 16.36 feet to an existing rebar found for the northeast corner of said tract herein described;

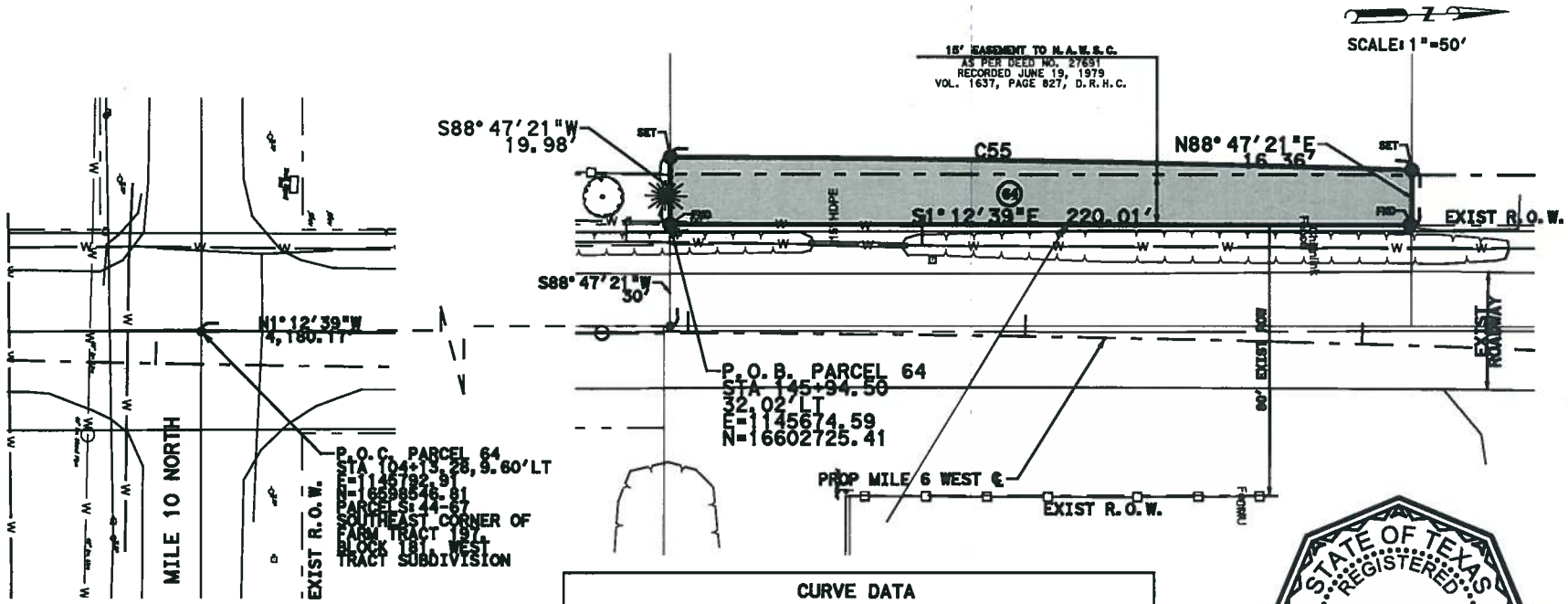
THENCE, S 1° 12' 39" E, for a distance of 220.01 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 4,109 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description

5-16-2016

MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C55	1°35'29"	7922'	110.03'	220.05'	220.04'	N 0°16'10"W

SURVEY PLAT
OF
PARCEL 64
BEING A 4,109 SQUARE FEET TRACT OF LAND
OUT OF LOT 5, HENRI ACRES SUBDIVISION
AS RECORDED IN VOL. 25, PAGE 37 M.R.H.C.
BEING A SUBDIVISION OF THE EAST 6.00 ACRES OUT OF FARM TRACT 200,
BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

6/28/2016
MARK W. LUPHER — DATE

TOTAL SQUARE FEET: 36,963 SQFT
TO BE ACQUIRED: 4,109 SQFT
REMAINDER: 32,854 SQFT

OWNER: ROBERTO AND VILMA RODRIGUEZ
BY WARRANTY DEED WITH VENDOR LIEN
DATED DECEMBER 17, 2002 RECORDED
DOCUMENT NO. 1161726 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1161726.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWNERSHIP LINES
- FENCE LINES
- WV — WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IV — IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- (8) — PARCEL NUMBER

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
730 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 649-1000
Fax: (832) 649-1012

MILE 6 WEST ROAD
PARCEL 64

DIST.	COUNTY	CONTROL SECT.	SHEET NO.	SHEET TOTAL
PHR	HIDALGO	0221	02	356

Esther M. Henry & J. A. Henry Trust

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' strip lying West of Mile 6 West}

INSTRUMENT: R.O.W. Easement
DATE: June 19, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 827
Deed Records, Hidalgo County, Texas
No. 27691

27691

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Esther M. Henry, a widow, and the J. A. Henry Trust hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 532 page 173*, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across Farm Tract 200, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

* Also Probate No. 11,725; Volume 1487, page 575.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 19th day of June, 1979.

J.A. Henry Trust, by
Herman A. Henry, Trustee
Herman A. Henry, Trustee

Esther M Henry
Esther M. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Esther M. Henry A.K.A. Mary E. Henry and Herman A. Henry known to me to be the person(s) whose name(s) (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 19th day of June, 1979.

Notary Public in and for Hidalgo County, Texas

27691

FILED FOR RECORD THIS DATE
At 11:16 o'clock A M.

SEP 4 1979

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT [illegible] BOX 380
EDINBURG, TEXAS 78539

Section 7.0 Eligibility Ratio (Attachment "F" (2 Originals)

Manager Approval: _____

Date: 4/25/19

Section 7.0 Eligibility Ratio
Attachment "F"

Segment Name (All 8-Inch W.L.)	Begin Sta.	End Sta.	Unit (LF)
1	64+53	69+23	470
2	73+30	77+61	431
3	73+30	103+57	3,027
4	110+90	131+74	2,084
5	137+14	146+70	956
Total Compensable Length (Segments 1-5)			6,968
Total Relocation Length			13,040
Eligibility Ratio (6,968/13,040)			**53.43%**

Project Cost	
Cost of 10-Inch Waterline (Base Bid) **"A"**	$561,335.00
Cost of 8-Inch Waterline (Deductive Alternative Bid) **"B"**	$500,475.00
Cost Difference for Base Bid and Deductive Alternative Bid **"C"**	**$ 60,860.00**
Total Eligible Cost	**$500,486.29**

Ratio: 60,860/561,335.00 = **10.84%**

Eligibility: 561,335.00 x 89.16% = **$500,486.29**

Section 8.0 Cost Comparison (if Betterment) (Attachment "G") (2 Originals)

Manager Approval: _____

Date: 6/25/13

Section 8.0 Cost Comparison (if Betterment)
Attachment "G"

The cost comparison between single 10" waterline and the 8" waterline inch line can be found in the attached estimates. The total estimated cost to install a single 10" line is $561,335.00 vs. $500,475.00 for an 8" line.

In round numbers the 10" line is 10.84% more expensive to install than an 8" line. The betterment credit will be 10.84%.

Section 9.0 Betterment Statement (Attachment "H") (2 Originals)

Manager Approval: _____

Date: 6/25/19

Section 9.0 Betterment Statement
Attachment "H"

The existing conditions along Mile 6 West Road from Mile 9 North Road to Mile 11 North Road provide for two 8-inch waterlines. The available pressure and flow at Mile 6 West Road and Mile 11 North Road during peak summertime demand is **50 psi with 533 gallons per minute** with the two existing waterlines in service.

The working conditions with the abandonment of the two 8-inch waterlines and replacing it with a single 8-inch waterline provide for **40 psi with 364 gallons per minutes** during peak summertime demand. By eliminating both 8-inch the system and constructing a single 8-inch waterline the system drops by 10 lbs. of pressure and 169 gallons per minute.

The working conditions with the abandonment of the existing 8-inch waterlines and replacing it with a single 10-inch waterline provide for **40 psi with 655 gallons per minutes** during peak summertime demand. By eliminating both 8-inch the system and constructing a single 10-inch waterline the system drops by 10 lbs. of pressure but increases the flow of water to 122 gallons per minute. In order to maintain the existing conditions of two 8-inch waterlines a 10-inch waterline will need to be constructed within the project limits plus the capital cost for re-installing two 8-inch waterlines would not be cost effective.

Below is the Betterment Calculation for consideration. For this project North Alamo Water Supply Corporation will proceed with the construction of the 10-inch waterline to maintain the existing system conditions.

Segment Name (All 8-Inch W.L.)	Begin Sta.	End Sta.	Unit (LF)
1	64+53	69+23	470
2	73+30	77+61	431
3	73+30	103+57	3,027
4	110+90	131+74	2,084
5	137+14	146+70	956
Total Compensable Length (Segments 1-5)			6,968
Total Relocation Length			13,040
Eligibility Ratio (6,968/13,040)			**53.43%**

Project Cost	
Cost of 10-Inch Waterline (Base Bid) **"A"**	$561,335.00
Cost of 8-Inch Waterline (Deductive Alternative Bid) **"B"**	$500,475.00
Cost Difference for Base Bid and Deductive Alternative Bid **"C"**	**$ 60,860.00**

Total Eligible Cost	**$500,486.29**

Ratio: 60,860/561,335.00 = **10.84%**

Eligibility: 561,335.00 x 89.16% = **$500,486.29**

The betterment credit will be applied by calculating the construction cost of the 8-inch waterline as part of the eligible reimbursement costs.

Section 10.0 Quit Claim Deed-TXDOT ROW-N-30 (Attachment "I") (2 Originals)

Parcels: 16, 18, 19, 22, 23, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 62, 63, & 64

Manager Approval: _____

Date: 6/25/19

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 16, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this ~~instrument~~ is executed on this the 1st day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private Nt. for profit corporation, on behalf of said corporation.

Susan J Headley
Notary Public's Signature

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: ARCP DG WESLACO TX, LLC

FIELD NOTES FOR PARCEL – 16

Being a 3,101 square feet of land, more or less, out of Lot 1, RSBR Westgate Subdivision and addition to the City of Weslaco, being a Resubdivsion of Quail Hollow North Subdivision, Hidalgo County, Texas according to the map thereof recorded in Volume 49, Pages 99 thru 101, Map Records, Hidalgo County, Texas. Said Lot 1 is vested to ARCP DG Weslaco TX, LLC by virtue of Special Warranty Deed dated September 03, 2014, recorded in Document No. 2548970, Official Records, Hidalgo County, Texas. Said 3,101 square feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southwest corner of Farm Tract 143, Block 180, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Vol.2 Pg. 34 thru 37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,904.4905 and Y=16,593,267.7769. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1320.05' feet, along the east property line of Farm Tract 143 and Farm Tract 142 to the southeast corner of Farm Tract 210;

THENCE, S 88° 47' 21" W, for a distance of 60.00 feet, along the south boundary line of Farm Tract 210 to an existing rebar set for the southeast corner of RSBR Westgate Subdivision and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 15.00' feet, to a No. 4 with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 167.57' feet to a No. 4 with plastic cap set for a interior corner along the Proposed West Right of Way of Mile 6 West of said tract herein described;

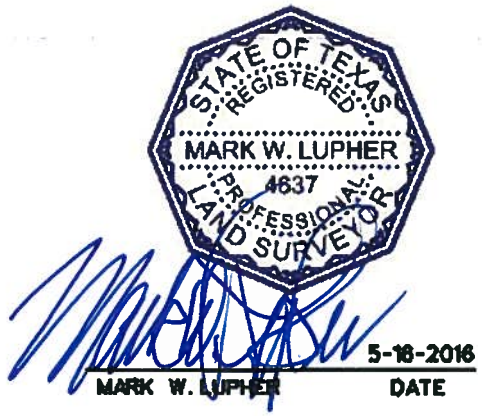
THENCE, N 46° 12' 39" W, for a distance of 42.43' feet to a No 4 rebar with cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 20.00' feet along the south right of way of Covey Drive to an existing rebar found for a interior corner of said tract herein described;

THENCE, S 46° 12' 39" E, for a distance of 35.36' feet along the south right of way of Covey Drive to an existing rebar found for the northeast corner of said tract herein described;

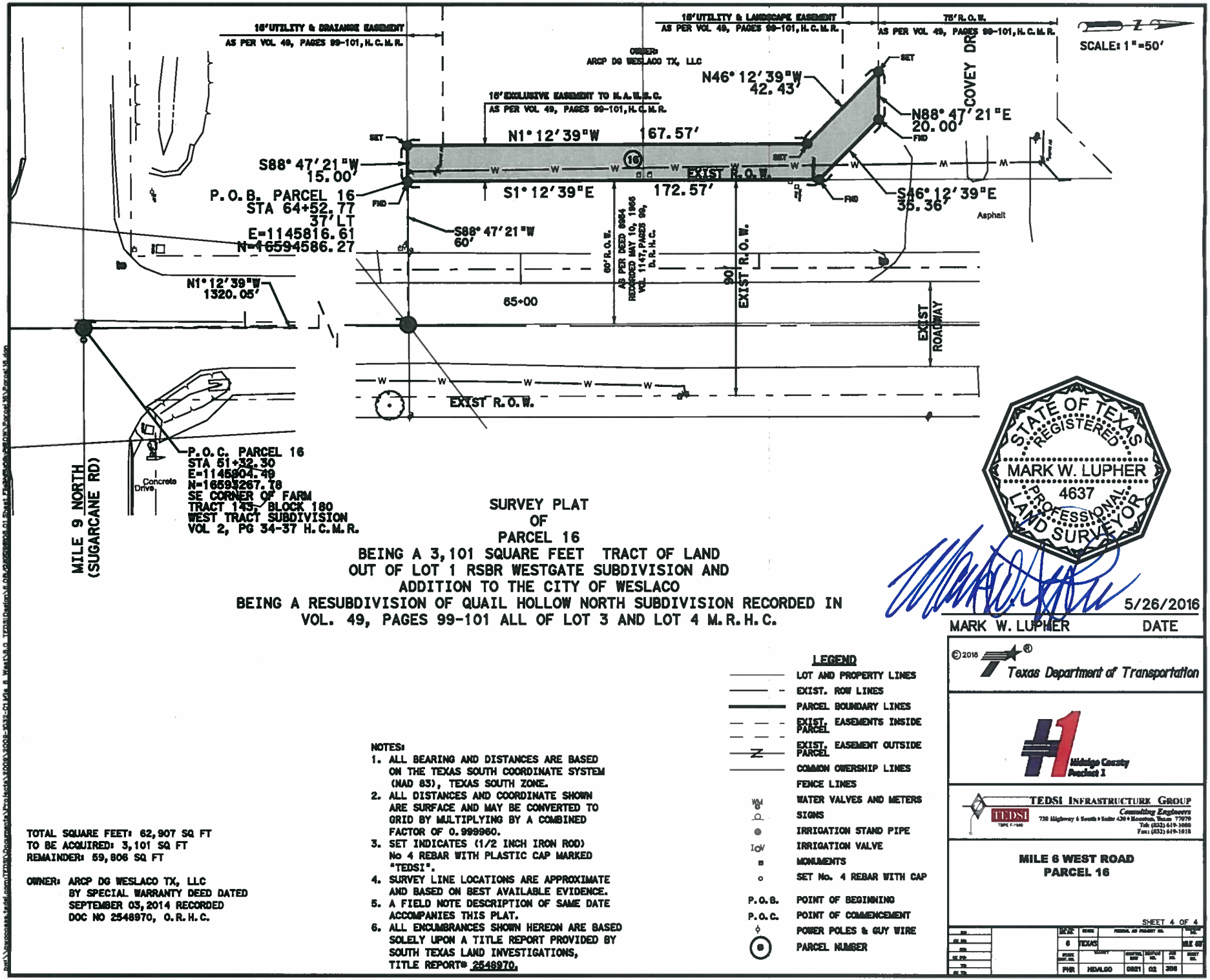
THENCE, S 1° 12' 39" E, for a distance of 172.57 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 3,101 square feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-18-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018
TEDSI
TBPE F-1640



SURVEY PLAT
OF
PARCEL 16

BEING A 3,101 SQUARE FEET TRACT OF LAND
OUT OF LOT 1 RSBR WESTGATE SUBDIVISION AND
ADDITION TO THE CITY OF WESLACO
BEING A RESUBDIVISION OF QUAIL HOLLOW NORTH SUBDIVISION RECORDED IN
VOL. 49, PAGES 99-101 ALL OF LOT 3 AND LOT 4 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/26/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 62,907 SQ FT
TO BE ACQUIRED: 3,101 SQ FT
REMAINDER: 59,806 SQ FT

OWNER: ARCP DG WESLACO TX, LLC
BY SPECIAL WARRANTY DEED DATED
SEPTEMBER 03, 2014 RECORDED
DOC NO 2548970, O.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 2548970.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWNERSHIP LINES
- FENCE LINES
- WV WATER VALVES AND METERS
- SIGNS
- IP IRRIGATION STAND PIPE
- IV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1440
730 Highway 6 South • Suite 430 • Houston, Texas 77079
Tele: (832) 619-3000
Fax: (832) 619-3018

MILE 6 WEST ROAD
PARCEL 16

SHEET 4 OF 4

DIST	COUNTY	FEDERAL AID PROJECT NO.	SHEET NO.
6	TEXAS		
CONTROL SECT. NO.	COUNTY	CONTROL SECT. NO.	JOB NO.
PHR	HIDALGO	0921	03

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 18, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: HILDA B. RODRIGUEZ

FIELD NOTES FOR PARCEL – 18

Being a 1,638 square feet of land, more or less, out of Lot 2, Quail Hollow North Subdivision, and addition to the City of Weslaco, Hidalgo County, Texas according to the map thereof recorded in Volume 49, Pages 99 thru 101, Map Records, Hidalgo County, Texas. Said Lot 2 is vested to Hilda B. Rodriguez by virtue of Warranty Deed with vendor's lien dated August 01, 2011, recorded in Document No. 2229719, Official Records, Hidalgo County, Texas. Said 1,638 square feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southwest corner of Farm Tract 143, Block 180, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Vol.2 Pg. 34 thru 37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,904.4905 and Y=16,593,267.7769. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1617.62' feet, along the east property line of Farm Tract 143, Farm Tract 142 and Farm Tract 210 to a point;

THENCE, S 88° 47' 21" W, for a distance of 60.00' feet, to an existing rebar set for the southeast corner of Lot 2 and **The Point Of Beginning** herein described;

THENCE, S 43° 47' 21" W, for a distance of 35.36' feet, to an existing rebar set for interior corner of said tract herein described;

THENCE, S 88° 47' 21" W, for a distance of 20.00', along the north right of way line of Covey Drive to a No. 4 with plastic cap set for the southwest of said tract herein described;

THENCE, N 42° 39' 09" W, for a distance of 43.29' feet to a No 4 rebar with cap set for an interior corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 67.57' feet along the proposed right of way of Mile 6 West to a No. 4 with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 15.00' feet along the north property line of Lot 2 to an existing rebar found for the northeast corner of said tract herein described;

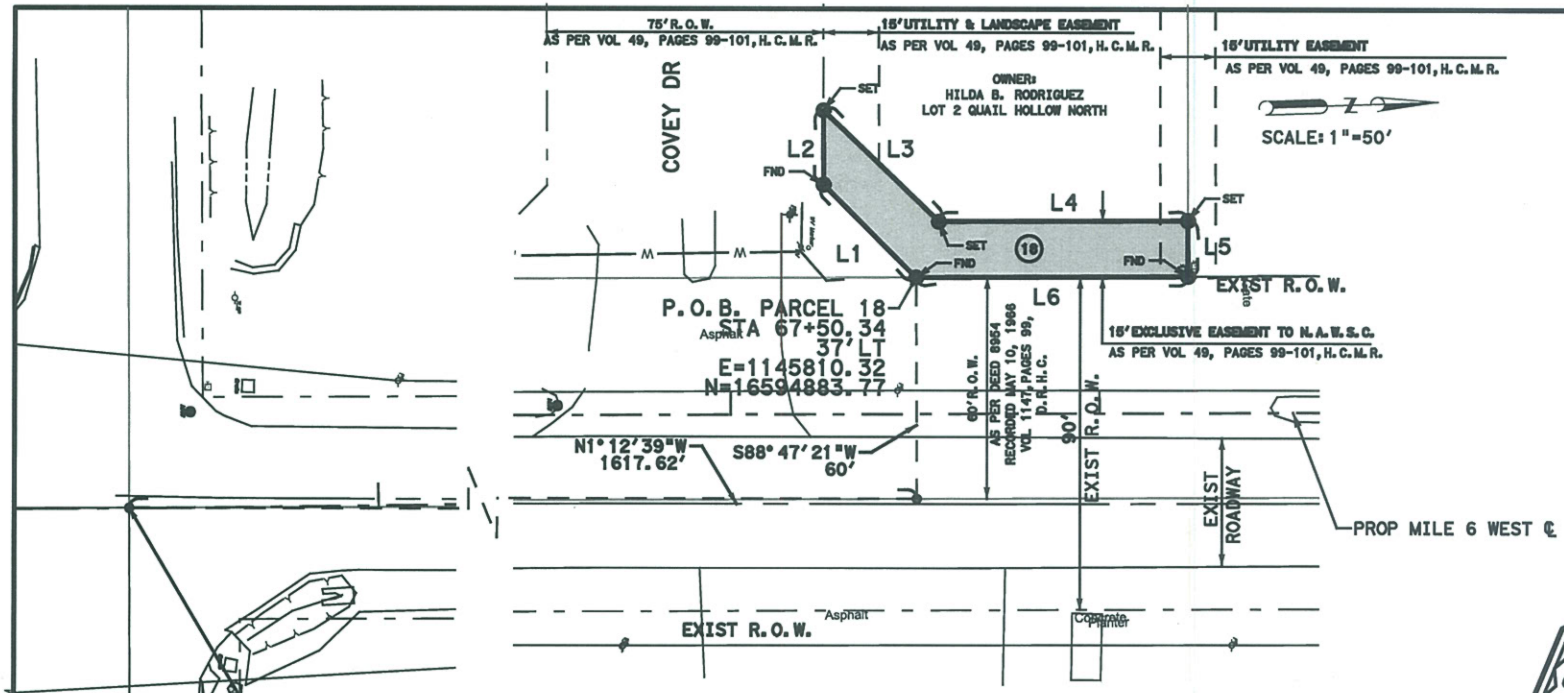
THENCE, S 1° 12' 39" E, for a distance of 73.78' feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 1,638 square feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description

5-16-2016

MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



LINE DATA		
LINE NO.	BEARING	LENGTH
L1	S43°47'21"W	35.36'
L2	S88°47'21"W	20.00'
L3	N42°39'09"E	43.29'
L4	N1°12'39"W	67.57'
L5	N88°47'21"E	15.00'
L6	S1°12'39"E	73.78'

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

SURVEY PLAT
OF
PARCEL 18

BEING A 1,638 SQUARE FEET TRACT OF LAND
OUT OF LOT 2, QUAIL HOLLOW NORTH SUBDIVISION,
AN ADDITION TO THE CITY OF WESLACO,
BEING A SUBDIVISION OUT OF FARM TRACT 210,
BLOCK 180, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 49, PAGES 99-101 M.R.H.C.

TOTAL SQUARE FEET: 31,297 SQ FT
TO BE ACQUIRED: 1,638 SQ FT
REMAINDER: 29,659 SQ FT

OWNER: HILDA B. RODRIGUEZ
BY WARRANTY DEED WITH VENDOR'S LIEN
DATED AUGUST 1, 2011 RECORDED
DOC NO 2229719, O.R.H.C.

LIEN HOLDER: TEXAS NATIONAL BANK
201 S TEXAS
MERCEDES, TX 78570

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 2229719.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WM WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

©2016 Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1440
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 18

CONT. NO.	STATE	FEDERAL AID PROJECT NO.		SHEET NO.
	6	TEXAS		MILE 6W
STATE DIST. NO.	COUNTY	CONTROL SEC	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	356	

5/16/2016 8:20:18 PM
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Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 19, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS §
§ **ROW CSJ:** 0921-02-356
COUNTY OF HIDALGO § **KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

Susan J Headley
Notary Public's Signature

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: MARTHA R. MONTELONGO &
MACARIO MONTELONGO

FIELD NOTES FOR PARCEL – 19

Being a 1,482 square feet of land, more or less, out of Lot 1, Quail Hollow North Subdivision, and addition to the City of Weslaco, Hidalgo County, Texas according to the map thereof recorded in Volume 49, Pages 99 thru 101, Map Records, Hidalgo County, Texas. Said Lot 1 is vested to Martha Montelongo & Macario Montelongo by virtue of Warranty Deed with vendor's lien dated October 24, 2007, recorded in Document No. 1821377, Official Records, Hidalgo County, Texas. Said 1,482 square feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southwest corner of Farm Tract 143, Block 180, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Vol.2 Pg. 34 thru 37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,904.4905 and Y=16,593,267.7769. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1691.41' feet, along the east property line of Farm Tract 143, Farm Tract 142 and Farm Tract 210 to a point;

THENCE, S 88° 47' 21" W, for a distance of 60.00' feet, to an existing rebar set for the southeast corner of Lot 1 and **The Point Of Beginning** herein described;

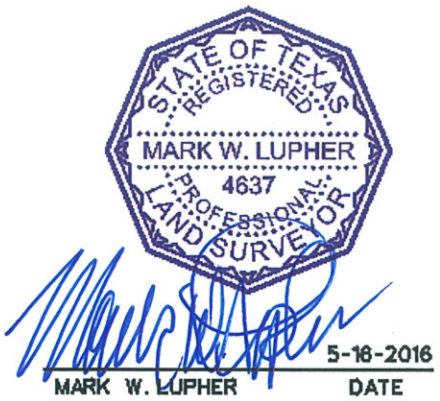
THENCE, S 88° 47' 21" W, for a distance of 15.00' feet, to a No. 4 with plastic cap set for the southwest of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 98.78' along the proposed right of way of Mile 6 West to a No. 4 with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 15.00' feet along the north property line of Lot 1 to an existing rebar found for the northeast corner of said tract herein described;

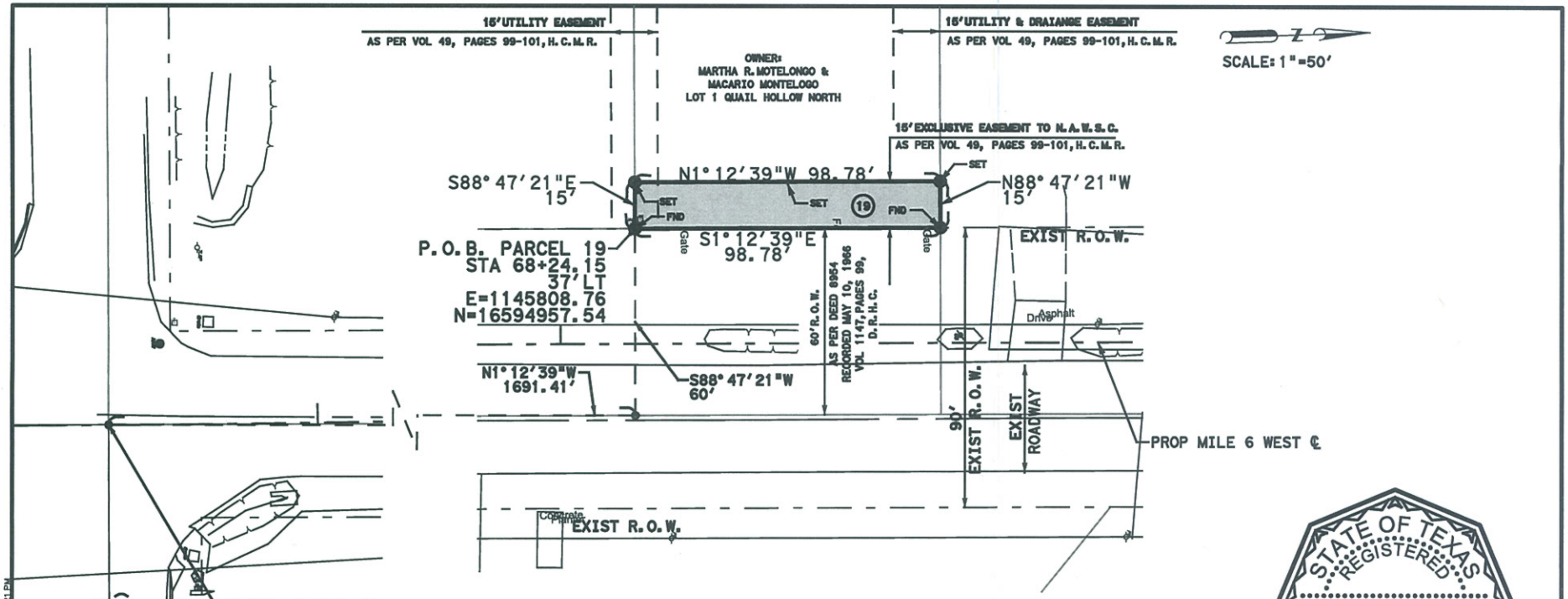
THENCE, S 1° 12' 39" E, for a distance of 98.78' feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 1,482 square feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



MARK W. LUPHER 5-18-2016 DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 19

BEING A 1,482 SQUARE FEET TRACT OF LAND
OUT OF LOT 1, QUAIL HOLLOW NORTH SUBDIVISION,
AN ADDITION TO THE CITY OF WESLACO,
BEING A SUBDIVISION OUT OF FARM TRACT 210,
BLOCK 180, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 49, PAGES 99-101 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER — 5/16/2016 DATE

TOTAL SQUARE FEET: 31,610 SQ FT
TO BE ACQUIRED: 1,482 SQ FT
REMAINDER: 30,128 SQ FT

OWNER: MARTHA R. MONTELONGO & MACARIO MONTELONGO
BY WARRANTY DEED WITH VENDOR'S LIEN
DATED OCTOBER 24, 2007 RECORDED
DOC NO 1821377, O.R.H.C.

LIEN HOLDER: WELLS FARGO BANK, NATIONAL ASSOCIATION
120 WEST NOLANA
McALLEN, TX 78504

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1821377.

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WV WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

©2016 Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 19

DIST.	STATE	FEDERAL AID PROJECT NO.	PROJECT NO.
6	TEXAS		MILE 6W
STATE CONT. NO.	COUNTY	CONTROL SUBJ	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	356	

8/20/21 PM
5/16/2016
c:\projects\dgn\35298\Parcel19.dgn

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Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

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Parcel 22, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ROW CSJ: 0921-02-356

KNOW ALL MEN BY THESE PRESENTS:

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not-for profit corporation, on behalf of said corporation.

Susan J Headley
Notary Public's Signature

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: LINDA D. LOPEZ aka.
LINDA D. PALMANN

FIELD NOTES FOR PARCEL – 22

Being a 1.113 Acres of land, more or less, out of Farm Tract 207, Block 180, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Linda D. Lopez aka Linda D. Palmann by virtue of Quit-Claim Deed dated September 30, 2003, Document 1251845, Official Records and Special Warranty Deed dated April 4, 2011 Document No. 2195939 Official Records, Hidalgo County, Texas. Said 1.113 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southwest corner of Farm Tract 143, Block 180, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Vol.2 Pg. 34 thru 37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,904.4905 and Y=16,593,267.7769. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 2,197.72' feet, along the east property line of Farm Tract 143, Farm Tract 142, Farm Tract 210, and Farm Tract 207 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00' feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, N 43° 47' 23" W, for a distance of 65.40' feet, to a No. 4 with plastic cap set for the southwest of said tract herein described;

THENCE, in a Northeasterly direction with the Proposed East Right of Way of said Mile 6 West with a curve to the right having a Delta angle 2° 10' 12" , a Radius 7922' feet, a Tangent of 150.04' feet, an Arc length 300.04'feet, a Chord length of 300.02' feet, and a Chord bearing N 0° 39' 52" E to a No 4 rebar with cap set for an interior corner along the Proposed East Right of Way of Mile 6 West tract herein described;

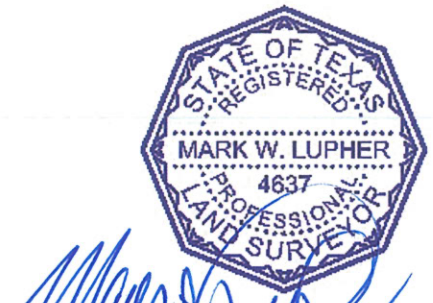
THENCE, in a Northeasterly direction with the Proposed East Right of Way of said Mile 6 West with a curve to the left having a Delta angle 2° 57' 37" , a Radius 7818' feet, a Tangent of 202.02' feet, an Arc length 403.94'feet, a Chord length of 403.90' feet, and a Chord bearing N 0° 16' 10" E to a No 4 rebar with cap set for an interior corner along the Proposed East Right of Way of Mile 6 West tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 1,010.66' along the proposed right of way of Mile 6 West to a No. 4 with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 24.00' to an existing rebar found for the northeast corner of said tract herein described;

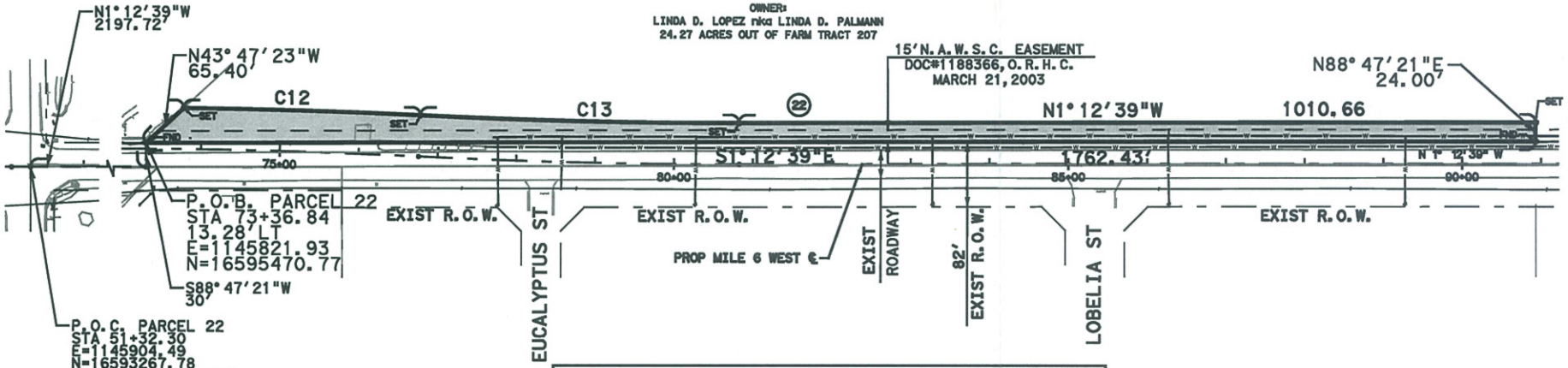
THENCE, S 1° 12' 39" E, for a distance of 1,762.43' feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 1.113 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



MARK W. LUPHER 5-16-2016 DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C12	2°10'12"	7922'	150.04'	300.04'	300.02'	N 0°39'52"E
C13	2°57'37"	7818'	202.02'	403.94'	403.90'	N 0°16'10"E

SURVEY PLAT
OF
PARCEL 22
BEING A 1.113 AC TRACT OF LAND
OUT OF FARM TRACT 207,
BLOCK 180, WEST TRACT SUBDIVISION,
HIDALGO COUNTY RECORDED
VOL 2, PG 34 THRU 37 H.C.M.R.
BEING THE SAME TRACT OF LAND DESCRIBED BY METES AND BOUNDS IN A WARRANTY DEED FROM AMERICAN RIO GRANDE LAND AND IRRIGATION COMPANY DATED MAY 17, 1918 VOLUME 74, PAGE 65 D.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER — DATE

TOTAL ACRES: 24.27 AC
TO BE ACQUIRED: 1.113 AC
REMAINDER: 23.157 AC

OWNER: LINDA D. LOPEZ nka LINDA D. PALMANN
BY QUIT-CLAIM DEED
DATED SEPTEMBER 30, 2003
DOC #1251845 O.R.H.C.

BY SPECIAL WARRANTY DEED
DATED APRIL 4, 2011
DOC# 2195939 O.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1251845.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WM — WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IOV — IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 22

DIST.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.
6	TEXAS		MILE 6W

STATE DIST. NO.	COUNTY	CONTROL SECT	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	356	

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5/16/2016
c:\civil\tedsi\dgn\3536\Parcel22.dgn

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 23, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ROW CSJ: 0921-02-356

KNOW ALL MEN BY THESE PRESENTS:

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: LINDA D. LOPEZ aka.
LINDA D. PALMANN

FIELD NOTES FOR PARCEL – 23

Being a 0.688 Acres of land, more or less, out of Farm Tract 206, Block 180, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Linda D. Lopez aka Linda D. Palmann by virtue of Quit-Claim Deed dated September 30, 2003, Document 1251845, Official Records and Special Warranty Deed dated April 4, 2011 Document No. 2195939 Official Records, Hidalgo County, Texas. Said 0.688 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southwest corner of Farm Tract 143, Block 180, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Page 34 thru 37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,904.4905 and Y=16,593,267.7769. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 3,960.16'feet, along the east property line of Farm Tract 143, Farm Tract 142, Farm Tract 210, Farm Tract 207, to a the southeast corner of Farm Tract 206;

THENCE, S 88° 47' 21" W, for a distance of 30.00' feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 24.00' feet, to a No. 4 with plastic cap set for the southwest of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 820.85' along the proposed right of way of Mile 6 West to a No. 4 with plastic cap set for and interior corner of said tract herein described;

THENCE, in a Northwesterly direction with the Proposed East Right of Way of said Mile 6 West with a curve to the right having a Delta angle 2° 18' 17" , a Radius 7922' feet, a Tangent of 159.36' feet, an Arc length 318.68' feet, a Chord length of 318.66' feet, and a Chord bearing N 0° 03' 30" W to a No 4 rebar with cap set for an interior corner along the Proposed East Right of Way of Mile 6 West tract herein described;

THENCE, in a Northeasterly direction with the Proposed East Right of Way of said Mile 6 West with a curve to the left having a Delta angle 0° 44' 16" , a Radius 7818' feet, a Tangent of 50.33' feet, an Arc length 100.66' feet, a Chord length of 100.66' feet, and a Chord bearing N 0° 43' 31" E to a No 4 rebar with cap set for an interior corner along the Proposed East Right of Way of Mile 6 West tract herein described;

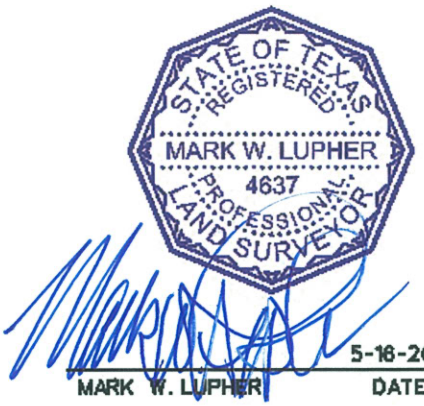
THENCE, N 45° 28' 51" W, for a distance of 41.90' along the proposed right of way of Mile 6 West to a No. 4 with plastic cap set for an interior corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 20.00' to No. 4 with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 43.43' along the existing right of way line of Mile 10 North to an existing rebar found for the northeast corner of said tract herein described;

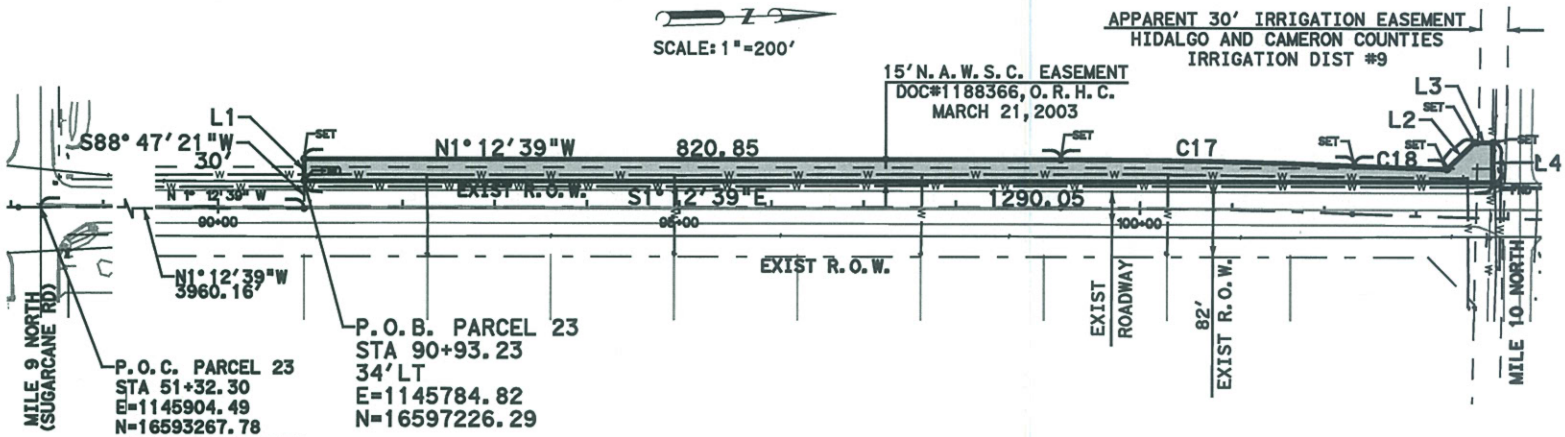
THENCE, S 1° 12' 39" E, for a distance of 1,290.05' feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.688 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-16-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C17	2° 18' 17"	7922'	159.36'	318.68'	318.66'	N 0° 3' 30"W
C18	0° 44' 16"	7818'	50.33'	100.66'	100.66'	N 0° 43' 31"E

LINE DATA		
LINE NO.	BEARING	LENGTH
L1	S88° 47' 21"W	24.00'
L2	N45° 28' 51"W	41.90'
L3	N1° 12' 39"W	20.00'
L4	N88° 47' 21"E	43.43'

SURVEY PLAT
OF
PARCEL 23

BEING A 0.688 AC TRACT OF LAND
OUT OF FARM TRACT 206,
BLOCK 180, WEST TRACT SUBDIVISION,
HIDALGO COUNTY RECORDED
VOL 2, PG 34 THRU 37 H.C.M.R.
BEING THE SAME TRACT OF LAND DESCRIBED BY METES
AND BOUNDS IN A WARRANTY DEED FROM
AMERICAN RIO GRANDE LAND AND IRRIGATION COMPANY
DATED MAY 17, 1918 VOLUME 74, PAGE 65 D.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL ACRES: 30.45 AC
TO BE ACQUIRED: 0.688 AC
REMAINDER: 29.762 AC

OWNER: LINDA D. LOPEZ nka LINDA D. PALMANN
BY QUIT-CLAIM DEED
DATED SEPTEMBER 30, 2003
DOC #1251845 O.R.H.C.

BY SPECIAL WARRANTY DEED
DATED APRIL 4, 2011
DOC# 2195939 O.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 2195939.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WV WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IGV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 23

SHEET 4 OF 4

DIST.	STATE	FEDERAL AID PROJECT NO.	
8	TEXAS		MILE 6W

STATE DIST. NO.	COUNTY	CONTROL SEC.	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	358	

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Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 47, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private Not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-25-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: MICHAEL H. PINEDA

FIELD NOTES FOR PARCEL – 47

Being 2,879 Square Feet of land, more or less, out of 1.00 acres of Farm Tract 197, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Michael H. Pineda by virtue of Warranty Deed dated June 21, 2012, recorded in Document Number 2319809 Deed Records, Hidalgo County, Texas. Said 2,879 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 670.03 feet, along the east property line of Farm Tract 197 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 23.93 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

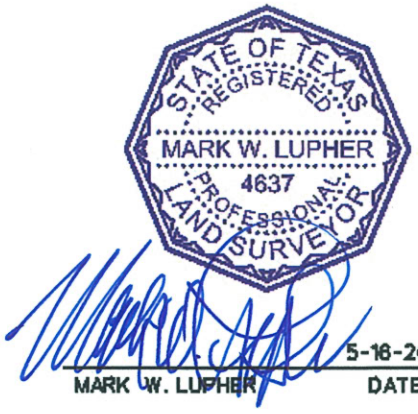
THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 0° 14' 03", a Radius 7922 feet, a Tangent of 16.19 feet, an Arc length 32.37 feet, a Chord length of 32.37 feet, and a Chord bearing N 1° 19' 40" W to a No 4 rebar with cap set for an internal corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 87.63 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 24.00 feet to an existing rebar found for the northeast corner of said tract herein described;

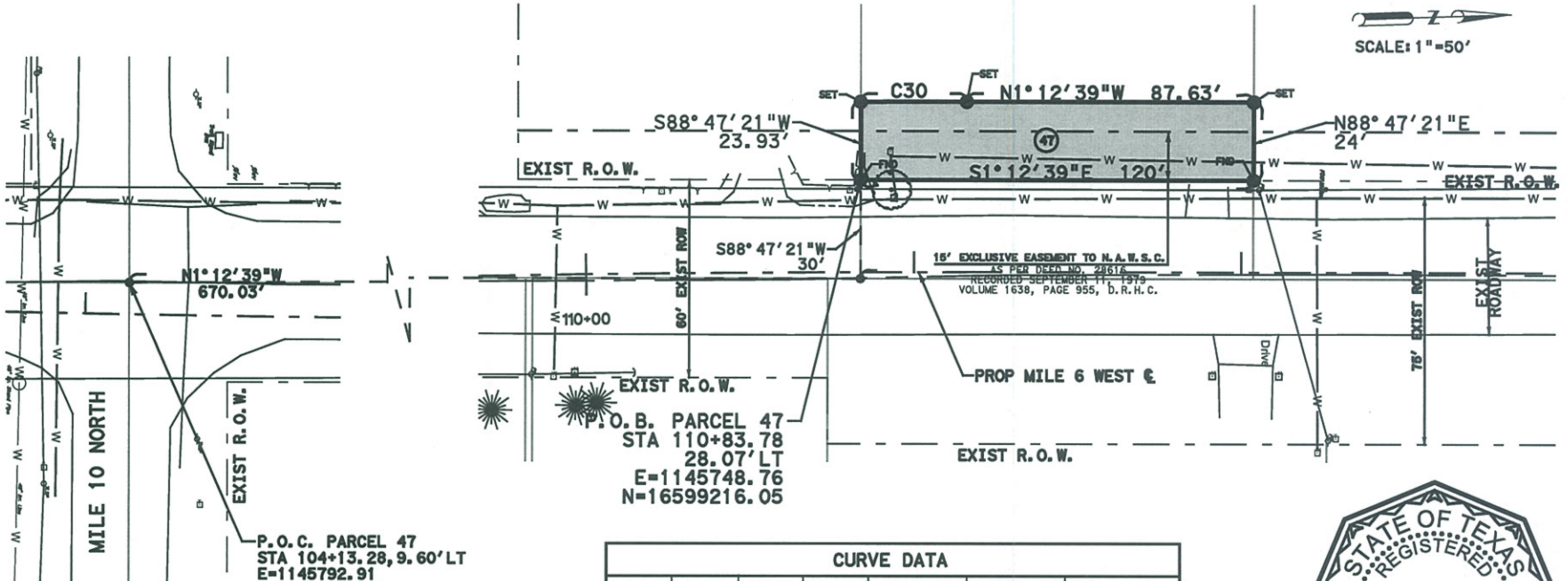
THENCE, S 1° 12' 39" E, for a distance of 120.00 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 2,879 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



MARK W. LUPHER 5-16-2016
DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C30	0°14'03"	7922'	16.19'	32.37'	32.37'	N 1°19'40"W

SURVEY PLAT
OF
PARCEL 47
BEING A 2879 SQUARE FEET TRACT OF LAND
OUT OF A 1 ACRE TRACT OF LAND OUT OF FARM TRACT 197
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 39963 SQFT
TO BE ACQUIRED: 2879 SQFT
REMAINDER: 37084 SQFT

OWNER: MICHAEL H. PINEDA
BY WARRANTY DEED
DATED JUNE 21, 2012 RECORDED
DOCUMENT NO. 2319809 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 2319809.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WM WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IrV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Hidalgo County Precinct 1

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738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 47

CONT. SEC. JOB NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
DIST. COUNTY CONTROL SECTION JOB PROJECT NO. SHEET NO.	6 TEXAS		MILE 6W
	PHR HIDALGO 0921 02 356		

B22854.PM
5/16/2016
e:\projects\Vom\35760\Parcel47.dgn

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 48, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: DORA E. G. CABALLERO

FIELD NOTES FOR PARCEL – 48

Being a 0.137 Acre of land, more or less, out of 3.82 acres of Farm Tract 197, Block 180, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Dora E. G. Caballero by virtue of Warranty Deed dated April 19, 1988, recorded in Volume 2594, Page 189 and by Special Warranty Deed dated June 1, 1993, recorded in Document Number 329813 Deed Records, Hidalgo County, Texas. Said 0.137 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 790.03 feet, along the east property line of Farm Tract 197 to a point;

THENCE, S 88° 47' 21" W, for a distance of 25.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

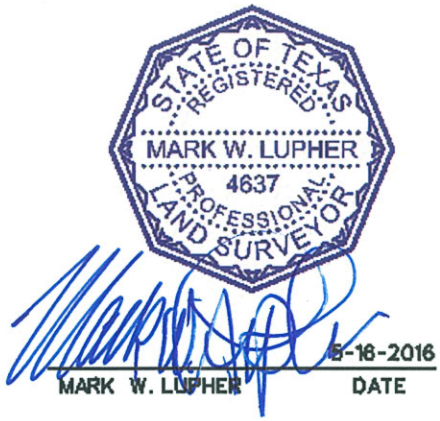
THENCE, S 88° 47' 21" W, for a distance of 29.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 205.01 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 29.00 feet to an existing rebar found for the northeast corner of said tract herein described;

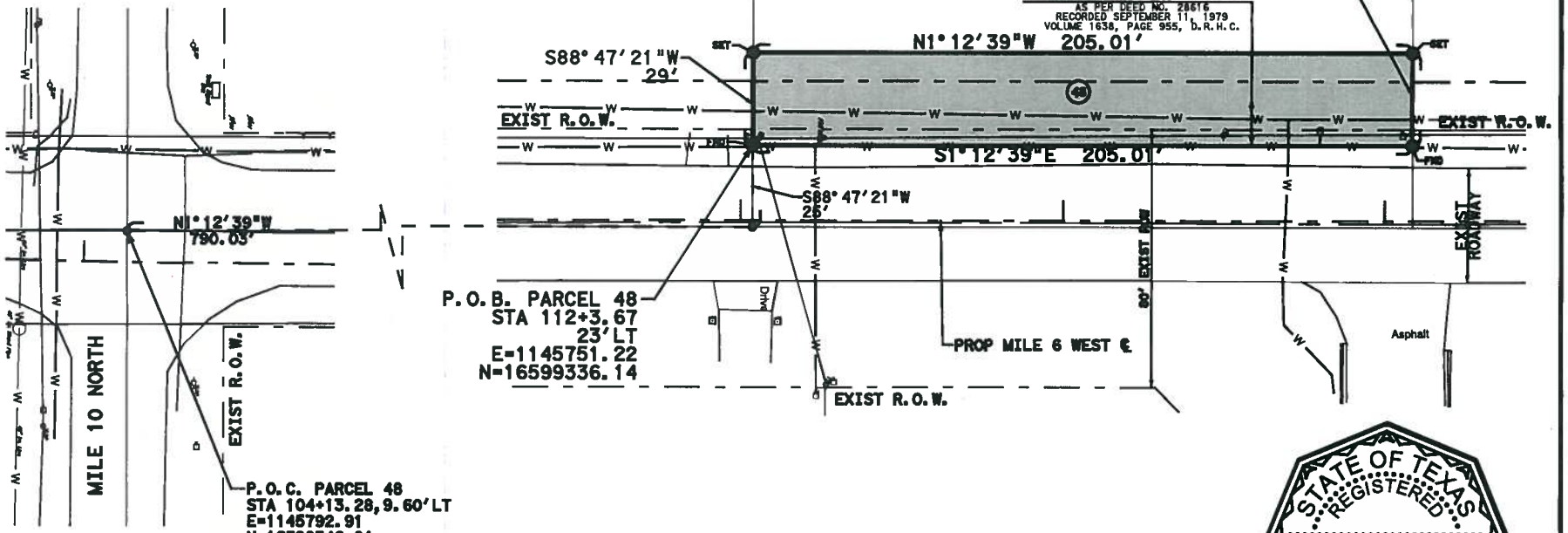
THENCE, S 1° 12' 39" E, for a distance of 205.01 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.137 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



MARK W. LUPHER 5-16-2016 DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 48
BEING A 0.136 ACRE TRACT OF LAND
OUT OF A 3.82 ACRE TRACT OF LAND OUT OF FARM TRACT 197, BLOCK 180, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

6/28/2016
MARK W. LUPHER — DATE

TOTAL ACRE: 3.82 AC
TO BE ACQUIRED: 0.137 AC
REMAINDER: 3.684 AC

OWNER: DORA E. G. CABALLERO
BY WARRANTY DEED WITH VENDOR LIEN
DATED APRIL 19, 1988 RECORDED
VOLUME 2594, PAGE 189 D.R.H.C
AND
BY SPECIAL WARRANTY DEED
DATED JUNE 1, 1993 RECORDED
DOCUMENT NO. 329813 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 329813.

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWNERSHIP LINES
	FENCE LINES
WV	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IrV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

©2016 Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
730 Highway 6 South • Suite 430 • Houston, Texas 77079
Tele: (832) 679-1000
Fax: (832) 679-1010
TBPE F-940

MILE 6 WEST ROAD
PARCEL 48

DIST.	COUNTY	SHEET NO.
PHR	HIDALGO	0821 02 358

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 49, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

Susan J Headley
Notary Public's Signature

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: FRANCISCO T. & DORA RODRIGUEZ

FIELD NOTES FOR PARCEL – 49

Being a 0.063 Acres of land, more or less, out of 1.70 acres of Farm Tract 197, Block 181, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested Francisco T & Dora Rodriguez by virtue of Warranty Deed dated February 16, 1989, recorded in Volume 2717, Pages 844 Official Records, Hidalgo County, Texas. Said 0.063 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 995.04 feet, along the east property line of Farm Tract 197 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 24.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 114.31 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for the northwest corner of said tract herein described;

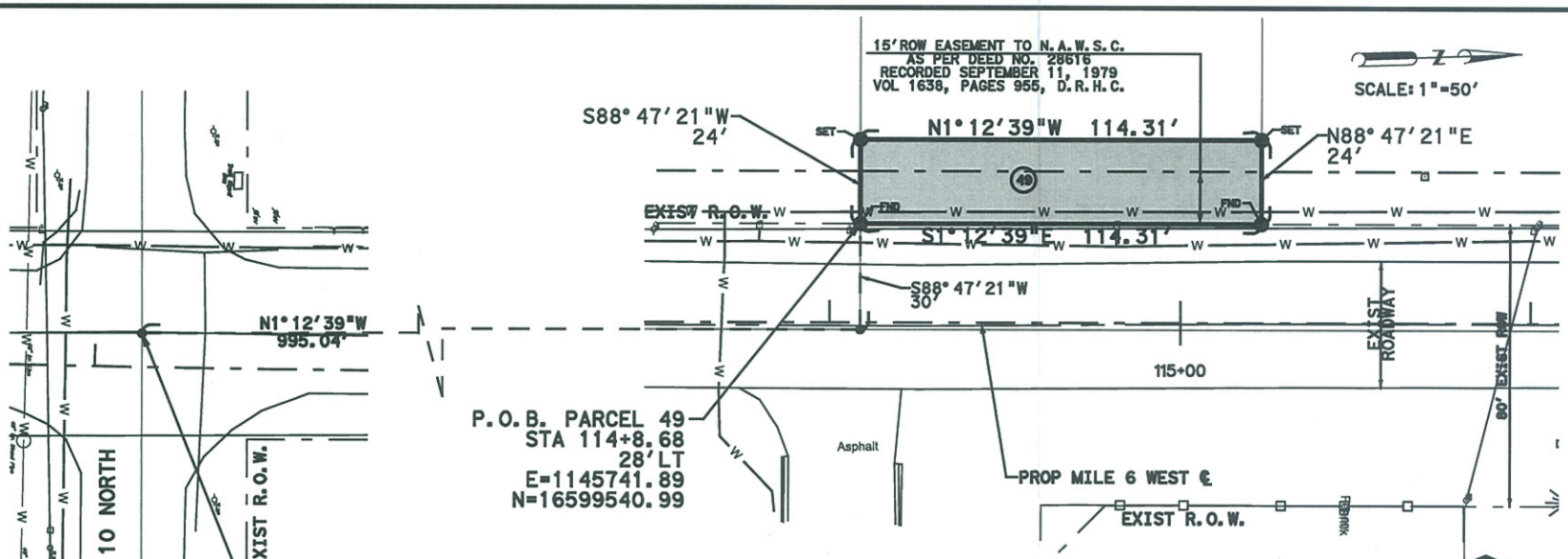
THENCE, N 88° 47' 21" E, for a distance of 24.00 feet to an existing rebar found for the northeast corner of said tract herein described;

THENCE, S 1° 12' 39" E, for a distance of 114.31 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.063 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description

MARK W. LUPHER — 6-16-2016 DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 49

BEING A 0.063 ACRE TRACT OF LAND
OUT OF 9.64 ACRES EXCEPT 4.82 ACRES, AND EXCEPT 3.12 OUT OF FARM TRACT 197,
BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL ACRE: 1.70 AC
TO BE ACQUIRED: 0.063 AC
REMAINDER: 1.637 AC

OWNER: FRANCISCO T. & DORA RODRIGUEZ
BY WARRANTY DEED
DATED FEBRUARY 16, 1989 RECORDED
VOLUME 2717, PAGE 844 O.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1493208.

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWERSHIP LINES
	FENCE LINES
WM	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IOV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

©2016
Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 49

DIST.	STATE	FEDERAL AID PROJECT NO.		SHEET NO.
	6	TEXAS		MILE 6W
STATE DIST. NO.	COUNTY	CONTROL SUBSECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	356

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Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 50, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ROW CSJ: 0921-02-356

KNOW ALL MEN BY THESE PRESENTS:

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

* N 3 0 *

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private Not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 660108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: FRANCISCO AND DORA RODRIGUEZ

FIELD NOTES FOR PARCEL – 50

Being a 0.116 Acres of land, more or less, out of 9.64 Acres, and except 1.70 acres out of Farm Tract 197, Block 181, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Francisco and Dora Rodriguez by virtue of General Warranty Deed dated June 9, 1976, recorded in Volume 1493, Page 208 Deed Records, Hidalgo County, Texas. Said 0.116 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1,109.35 feet, along the east property line of Farm Tract 197 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 24.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 210.70 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 24.00 feet to an existing rebar found for the northeast corner of said tract herein described;

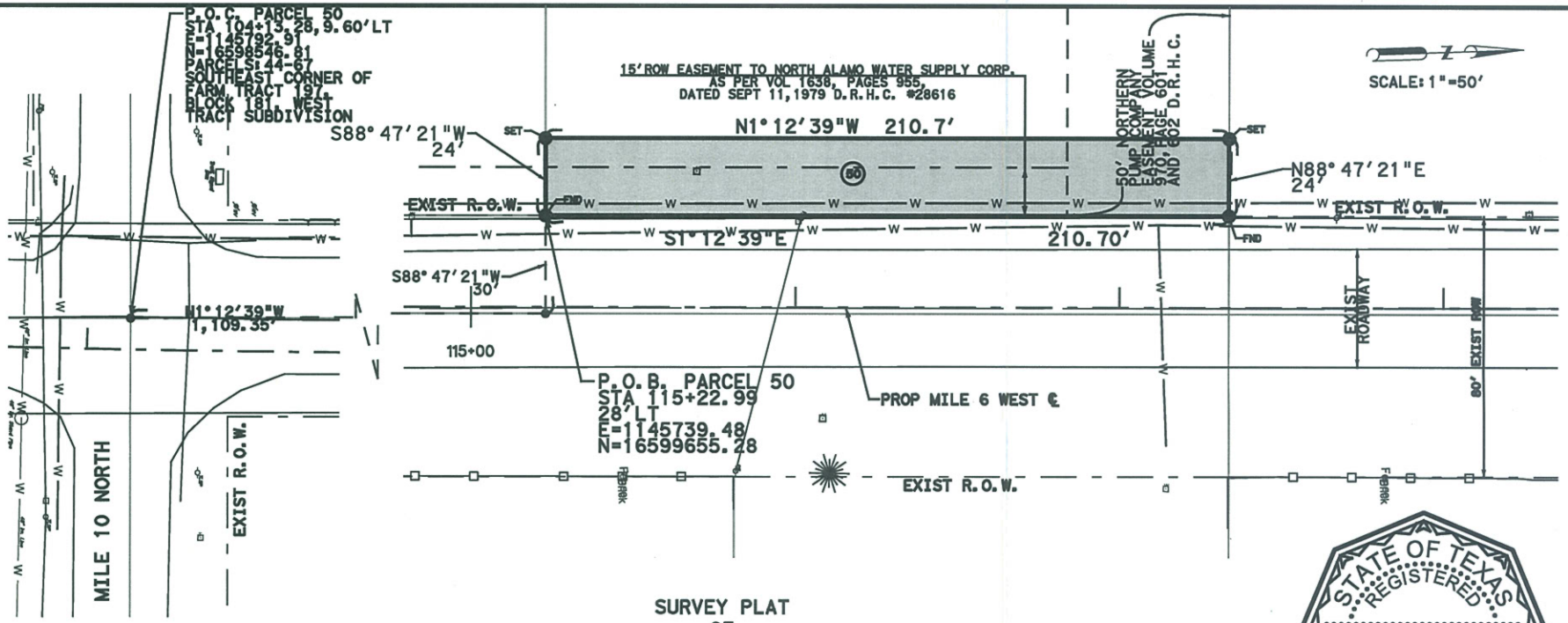
THENCE, S 1° 12' 39" E, for a distance of 210.70 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.116 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5-16-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 50

BEING A 0.116 ACRE TRACT OF LAND
OUT OF 9.64 ACRES EXCEPT 4.82 ACRES, AND EXCEPT 1.70 OUT OF FARM TRACT 197,
BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL ACRES: 3.12 AC
TO BE ACQUIRED: 0.116 AC
REMAINDER: 3.004 AC

OWNER: FRANCISCO & DORA RODRIGUEZ
BY GENERAL WARRANTY DEED
DATED JUNE 9, 1976 RECORDED
VOLUME 1493, PAGE 208 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 2717844,

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWERSHIP LINES
	FENCE LINES
WM	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IOV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

©2016
Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1645
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 50

DIST.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.
	6	TEXAS	MILE 6W
STATE DIST. NO.	COUNTY	CONTROL SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	358	

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Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 51, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not-for profit corporation, on behalf of said corporation.

Susan J Headley
Notary Public's Signature

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: SANTANA RODRIGUEZ RAMOS

FIELD NOTES FOR PARCEL – 51

Being a 0.102 Acre of land, more or less, out of 5.60 acres of Farm Tract 198, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Santana Rodriguez Ramos by virtue of Warranty Deed with Vendor Lien dated April 23, 2015, recorded in Document Number 2609131 Deed Records, Hidalgo County, Texas. Said 0.102 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1,320.05 feet, along the east property line of Farm Tract 197 and Farm Tract 198 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

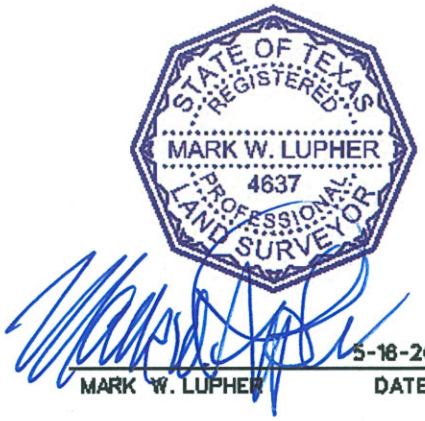
THENCE, S 88° 47' 21" W, for a distance of 24.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 184.81 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 24.00 feet to an existing rebar found for the northeast corner of said tract herein described;

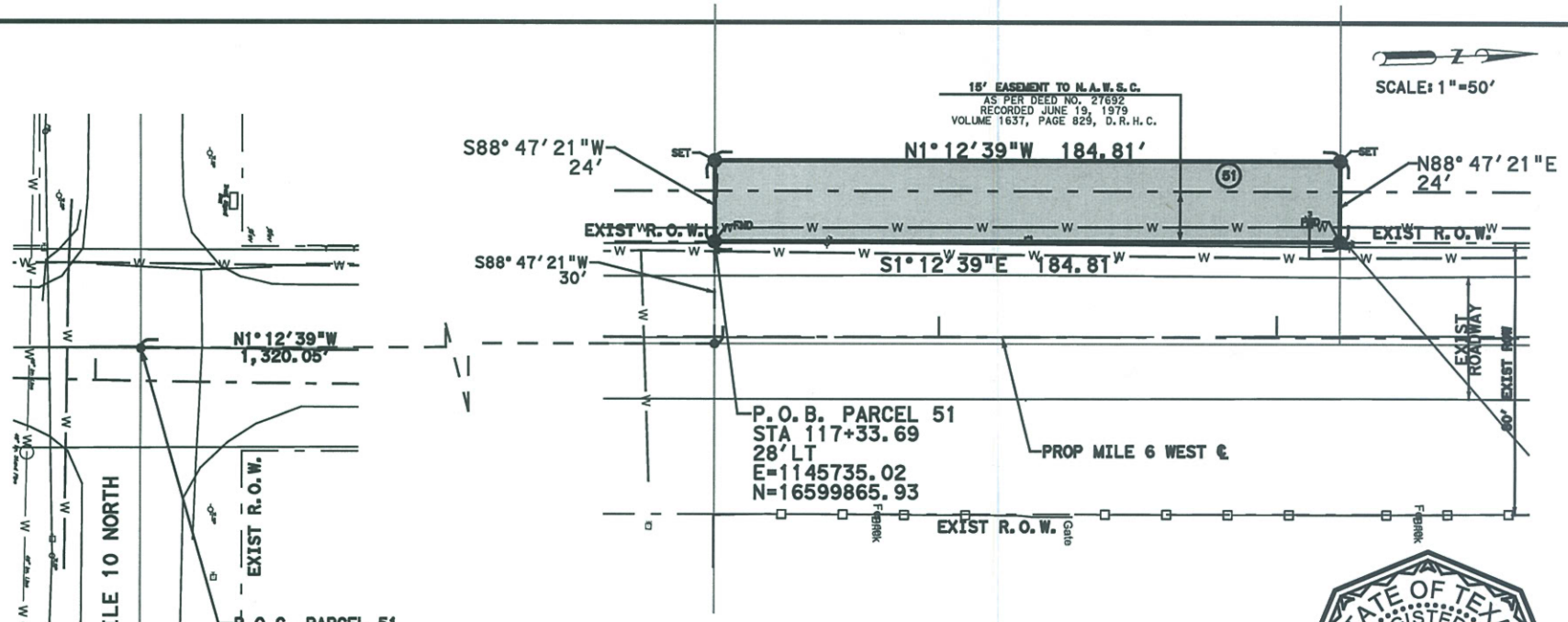
THENCE, S 1° 12' 39" E, for a distance of 184.81 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.102 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-18-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 51
BEING A 0.102 ACRE TRACT OF LAND
OUT OF A 5.60 ACRE TRACT OF LAND OUT OF FARM TRACT 198
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 5.60 AC
TO BE ACQUIRED: 0.102 AC
REMAINDER: 5.498 AC

OWNER: SANTANA RODRIGUEZ RAMOS
BY WARRANTY DEED WITH VENDOR LIEN
DATED APRIL 23, 2015 RECORDED
DOCUMENT NO. 2609131 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 2609131.

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WV — WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IOV — IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

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Hidalgo County Precinct 1

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738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 51

DIST. NO.	STATE	FEDERAL AID PROJECT NO.			SHEET NO.
6	TEXAS				MILE 6W
STATE DIST. NO.	COUNTY	CONTROL SECT. NO.	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	356	

c:\new-tedsi\dgn\3578S\Parcel51.dgn 5/16/2016 8:23:17 PM

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 52, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private Not for Profit corporation, on behalf of said corporation.

Susan J Headley
Notary Public's Signature

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Mary E. Henry

TO:

NORTH ALAMO WATER SUPPLY CORPORATION
{Re: 15' wide over the S 18 acs. FT 198}

INSTRUMENT: R.O.W. Easement
DATE: June 19, 1979
FILED: September 4, 1979
RECORDED: Volume 1637, Page 829
Deed Records, Hidalgo County, Texas
No. 27692

27692

3 0/4

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Mary E. Henry hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, replace and remove, maintain, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines and meters, over and across a tract of land owned by Grantors in Hidalgo County, Texas, described in deed recorded Volume 1487 page 577, Deed Records of Hidalgo County, Texas, said tract and easement being more particularly described as follows:

An easement 15 feet wide over and across the North 18 acres of Farm Tract 199, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

An easement 15 feet wide over and across the South 18 acres of Farm Tract 198, West and Adams Tract Subdivision, Hidalgo County, Texas, and being a strip 15 feet wide lying West of and adjacent to the West right-of-way line of Mile 6 West.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantors have executed this instrument the 19th day of June, 1979.

Mary E Henry
Mary E. Henry

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Mary E. Henry, A.K.A. Esther M. Henry known to me to be the person(s) whose name(s) (is)(~~are~~) subscribed to the foregoing instrument and acknowledged to me that (she) (~~they~~) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of June, 1979.

Notary Public in and for Hidalgo County, Texas

Commission Expires 3/13/20

27692

FILED FOR RECORD THIS DATE
At 11:18 o'clock A M.

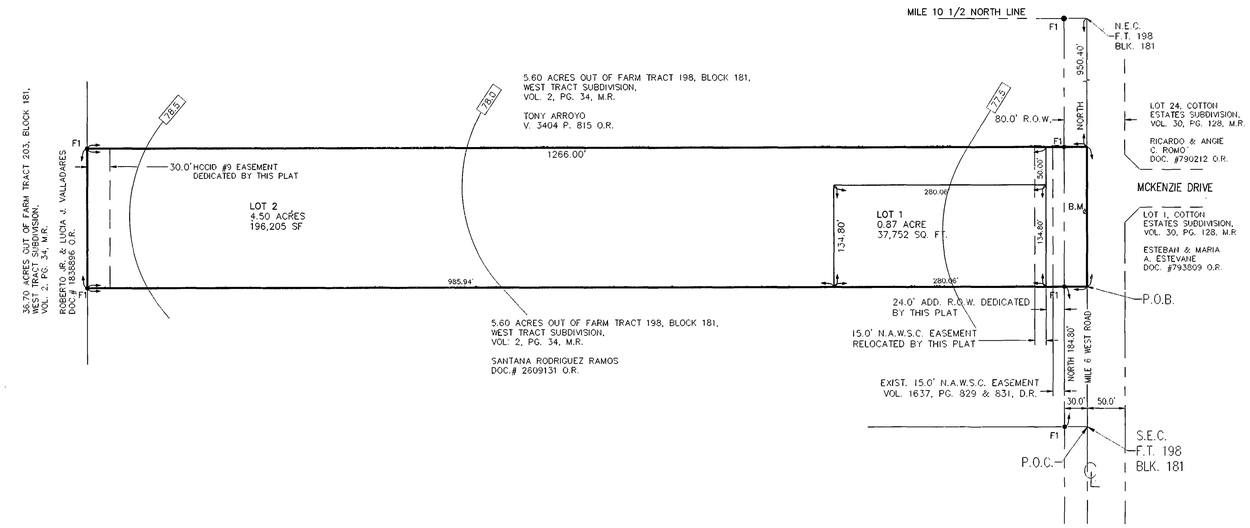
SEP 4 1979

SANTOS SALDANA
County Clerk, Cameron County, Texas
By _____ Deputy

NORTH ALAMO WATER SUPPLY CORP.
RT. 2, BOX 150
EDINBURG, TEXAS 78539

L & D RODRIGUEZ SUBDIVISION PLAT

BEING THE NORTH 5.60 ACRES OF THE SOUTH 11.20 ACRES OF FARM TRACT 198, BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 34 THRU 37 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



SCALE: 1"=100'

BASIS OF BEARING IS THE EAST LINE OF FARM TRACT 198 BLK. 181 WEST TRACT SUB. V. 2 P. 34-37 M.R. HIDALGO COUNTY TEXAS.

NOTE: UNLESS NOTED, 1/2" DIA. IRON RODS SET AT ALL LOT CORNERS.

LEGEND

F1 – FOUND 1/2" DIAMETER IRON ROD
F3 – FOUND 3/4" DIAMETER IRON ROD
R.O.W. – RIGHT-OF-WAY
E.O.A. – EDGE OF ASPHALT
CONC. – CONCRETE
CVRD. – COVERED
M.R. – MAP RECORDS
D.R. – DEED RECORDS
O.R. – OFFICIAL RECORDS
S.E.C. – SOUTHEAST CORNER
SEC. – SECTION
W/M – WATER METER
"F.H." – FRAME HOUSE PART ON CONC. BLKS. AND PART ON CONC. SLAB
B.M.⊘ – BENCHMARK

GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE DESIGNATION: ZONE "X"
   ZONE "X" AREAS DETERMINED TO BE AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY PANEL No. 480334 0450 C, REVISED JUNE 6, 2000, REVISED MAY 30, 2002 BY LOMR.
2. MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
   FRONT: 50.00 FEET
   REAR: 25.00 FEET
   SIDE: 6.00 FEET
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOT 2. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON LOT 2. (IF PROPERTY ANNEXED, IT SHALL ABIDE BY CITY ZONING ORDINANCE)
4. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS TO DENY ACCESS ONTO LOT. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT. (IF PROPERTY ANNEXED, IT SHALL ABIDE BY CITY ZONING ORDINANCE)
5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
6. A 5 FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER PRIOR TO RECORDING THE PLAT AS PER CITY OF WESLACO.
7. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   B.M. – BENCH MARK(SET P-K NAIL ON ASPHALT APPROXIMATELY 99 FEET NORTH OF THE S.E.C. OF THIS PROPERTY. ELEVATION=78.04) N.A.V.D. 88
8. LANDSCAPE PLAN SHALL BE PREPARED IN ACCORDANCE WITH THE CITY OF WESLACO LANDSCAPE ORDINANCE. PLAN SHALL BE APPROVED PRIOR TO CONSTRUCTION.
9. A STORMWATER POLLUTION PREVENTION PLAN SHALL BE REQUIRED PRIOR TO CONSTRUCTION AND MUST COMPLY WITH TPDES & SWDP.
10. STREET LIGHTING TO BE INSTALLED PRIOR TO RECORDING THE PLAT AS PER CITY OF WESLACO.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND THE CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 7,580 CUBIC FEET OF STORM WATER RUNOFF. LOT 1 WILL REQUIRE 2,304 CUBIC FEET, AND LOT 2 WILL REQUIRE 5,276 CUBIC FEET.
14. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

   E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
17. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
18. LORENZO & DIANA RODRIGUEZ, THE OWNERS AND SUBDIVIDERS OF L & D RODRIGUEZ SUBDIVISION RETAIN A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
19. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.
20. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
21. LORENZO & DIANA RODRIGUEZ, DEVELOPERS OF L & D RODRIGUEZ SUBDIVISION, EXCLUDE NORTH ALAMO WATER SUPPLY (NAWSC) OF ANY FUTURE REPAIR TO FUTURE DRIVEWAYS ON LOT 2 WITHIN THE RIGHT-OF-WAY AND THE FIFTEEN (15) FEET NAWSC EASEMENT.
22. EXISTING MARQUEE SIGN, PARKING LOT SECTION, AND LANDSCAPING ON DEDICATED RIGHT-OF-WAY SHALL BE REMOVED BY OWNER/DEVELOPER PRIOR TO THE PROPOSED WIDENING OF MILE 6 WEST RD. BY HIDALGO COUNTY.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION

WE, LORENZO & DIANA RODRIGUEZ AS OWNER(S) OF THE 5.60 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED L & D RODRIGUEZ SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT

(A) THE WATER QUALITY CONNECTIONS TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET MINIMUM STATE STANDARDS.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

5-18-16
BY: LORENZO RODRIGUEZ DATE
4525 N. WESTGATE DR.
WESLACO, TX 78599
(956) 969-1400

5-18-16
BY: DIANA RODRIGUEZ DATE
4525 N. WESTGATE DR.
WESLACO, TX 78599
(956) 969-1400

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LORENZO & DIANA RODRIGUEZ 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 CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF May, 2016

NOTARY PUBLIC

MY COMMISSION EXPIRES 3/03/2020.

ELDA JEAN PENA
Notary Public, State of Texas
Comm. Expires 03-03-2020
Notary ID 1055413-0

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF L & D RODRIGUEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT ON June 2, 2016

6/27/16
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF L & D RODRIGUEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON July 6, 2016

7/6/16
HIDALGO COUNTY JUDGE DATE

7-12-16
HIDALGO COUNTY CLERK DATE

7/6/16 mdr

STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF WESLACO MAYORS CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO

STATE OF TEXAS

COUNTY OF HIDALGO

CERTIFICATION BY THE CHAIRMAN OF THE COMMISSION

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING AND ZONING COMMISSION

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

6/6/16
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No.9

DATED THIS 19th DAY OF May 2016

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No.9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

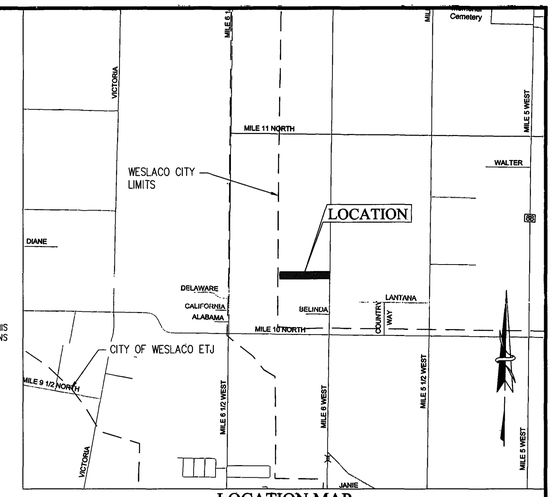
GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CRAIG A. GONZALEZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
CRAIG A. GONZALEZ
99268
LICENSED
PROFESSIONAL ENGINEER

04/27/2016
CRAIG A. GONZALEZ DATE
LICENSED PROFESSIONAL ENGINEER No. 99268
FIRM NO. F-13094



LOCATION MAP
SCALE: 1"=2000'

L & D RODRIGUEZ SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No.1 IN THE EASTERN PART OF HIDALGO COUNTY AT A DISTANCE APPROXIMATELY 1,490 FEET NORTH OF THE INTERSECTION OF MILE 6 WEST ROAD AND MILE 10 NORTH ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF WESLACO WITH A POPULATION OF 35,670 ACCORDING TO THE 2010 U.S. CENSUS. THE SUBDIVISION IS ADJACENT TO THE CITY OF WESLACO CITY LIMITS AND LOCATED WITHIN THE CITY OF WESLACO ETJ.

METES AND BOUNDS DESCRIPTION:

THE NORTH 5.60 ACRES OF THE SOUTH 11.20 ACRES OF FARM TRACT 198, BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 2 PAGES 34 THRU 37 OF THE MAP RECORDS OF SAID COUNTY, SAID 5.60 ACRES OF BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT, THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF MILE 6 WEST ROAD, NORTH 184.80 FEET TO THE SOUTHEAST CORNER HEREOF AND PLACE OF BEGINNING;

THENCE WITH THE NORTH LINE OF SANTANA RODRIGUEZ' TRACT AS DESCRIBED IN DOCUMENT NUMBER 2609131 OF THE OFFICIAL RECORDS OF SAID COUNTY, WEST, AT 30.00 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE EXISTING WEST RIGHT OF WAY OF SAID MILE 6 WEST ROAD, AT 1320.00 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE WEST LINE OF SAID LOT, NORTH 184.80 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE NORTHWEST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF TONY ARROYO'S TRACT AS DESCRIBED IN VOLUME 3404 PAGE 815 OF THE OFFICIAL RECORDS OF SAID COUNTY, EAST, AT 1290.00 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE WEST RIGHT OF WAY OF SAID ROAD, AT 1320.00 FEET IN ALL TO THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF SAID ROAD, SOUTH 184.80 FEET TO THE PLACE OF BEGINNING, CONTAINING FIVE AND SIXTY HUNDREDTHS (5.60) ACRES, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, PABLO PENA III, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY.

5-17-16
PABLO PENA III DATE
R.P.L.S. No. 5242
FIRM No. 10087200

STATE OF TEXAS
REGISTERED
PABLO PENA III
5242
PROFESSIONAL
LAND SURVEYOR

INDEX TO SHEETS OF L & D RODRIGUEZ SUBDIVISION PLAT

1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION & ATTESTATION; ENGINEER'S & SURVEYOR'S CERTIFICATION; HIDALGO COUNTY CERTIFICATION OF PLAT APPROVAL; CITY OF WESLACO MAYOR'S CERTIFICATION OF PLAT APPROVAL; CITY OF WESLACO PLANNING AND ZONING COMMISSION CERTIFICATION OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATION OF THE PRECINCT THE PROJECT IS SITUATED; COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 APPROVAL; HIDALGO COUNTY DRAINAGE DISTRICT No.1 APPROVAL; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.
2	WATER DISTRIBUTION AND SANITARY SEWER MAP, ENGINEERING REPORT INCLUDING DESCRIPTION OF WATER AND WASTEWATER AND ENGINEERING CERTIFICATION. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION;SUBDIVIDER CERTIFICATE AND STATEMENT; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; REVISION NOTES.

RIGHT OF WAY EASEMENT: KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED,) IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS 18 DAY OF May OF 2016

LORENZO RODRIGUEZ
4525 N. WESTGATE DR.
WESLACO, TX 78599

DIANA RODRIGUEZ
4525 N. WESTGATE DR.
WESLACO, TX 78599

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON 7-12-16 AT 3:20 A.M./P.M.
INSTRUMENT NUMBER 2728499.
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: Mary Lou Cantu DEPUTY CLERK

URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
DONNA, TEXAS 78537
(956) 464-4710
TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM

PRINCIPAL CONTACTS		ADDRESS	PHONE
OWNER:	LORENZO & DIANA RODRIGUEZ	4525 N. WESTGATE DR., WESLACO, TX 78599	(956) 969-1400
ENGINEER: URBAN INFRASTRUCTURE GROUP, INC.	CRAIG A. GONZALEZ	407 N. SALINAS BLVD., DONNA, TEXAS 78537	(956) 464-4710
SURVEYOR: PENA ENGINEERING & SURVEYING, INC.	PABLO PENA III	1001 WHITEWING AVE., MCALLEN, TX. 78501	(956) 682-8812

No.	REVISION	DATE	APPROVED
1	REVISED PER HIDALGO COUNTY COMMENTS	09-04-15	CAG
2	REVISED PER R.O.W. DEPT. COMMENTS	03-10-16	CAG
3	REVISED PER HCCID #9	04-27-16	CAG

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 53, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ROW CSJ: 0921-02-356

KNOW ALL MEN BY THESE PRESENTS:

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

* N 3 0 *

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-25-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: TONY ARROYO

FIELD NOTES FOR PARCEL – 53

Being a 0.102 Acre of land, more or less, out of 5.60 acres of Farm Tract 198, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Tony Arroyo, by virtue of Warranty Deed with Vendor Lien dated January 18, 1993, recorded in Volume 3404, Page 815 Deed Records, Hidalgo County, Texas. Said 0.102 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1,689.67 feet, along the east property line of Farm Tract 197 and Farm Tract 198 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

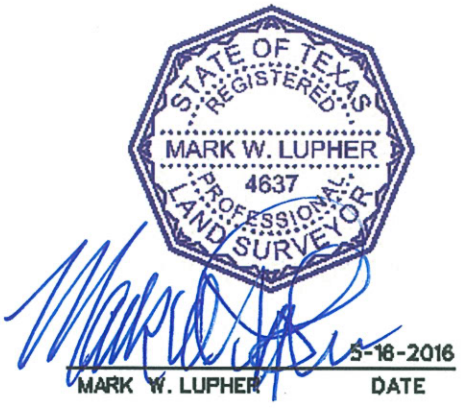
THENCE, S 88° 47' 21" W, for a distance of 24.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 184.81 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for the northwest corner of said tract herein described;

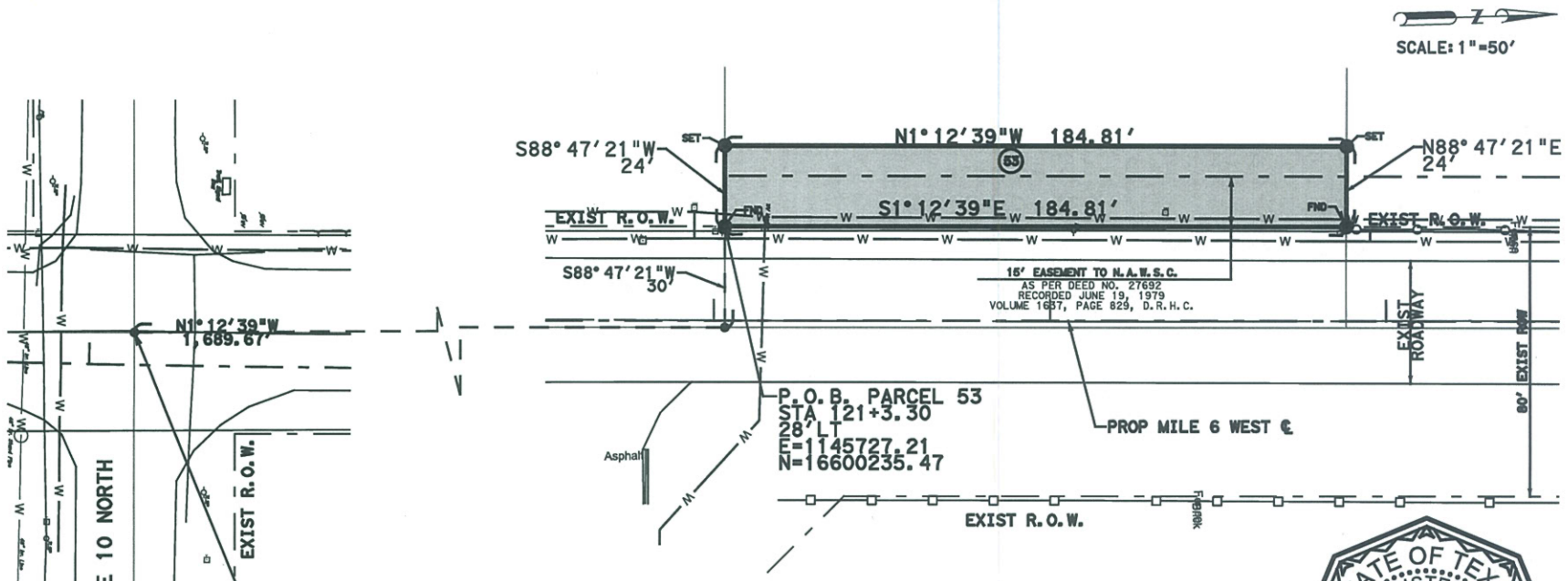
THENCE, N 88° 47' 21" E, for a distance of 24.00 feet to an existing rebar found for the northeast corner of said tract herein described;

THENCE, S 1° 12' 39" E, for a distance of 184.81 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.102 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 53
BEING A 0.102 ACRE TRACT OF LAND
OUT OF A 5.60 ACRE TRACT OF LAND OUT OF FARM TRACT 198
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL ACRE: 5.60 AC
TO BE ACQUIRED: 0.102 AC
REMAINDER: 5.498 AC

OWNER: TONY ARROYO
BY WARRANTY DEED WITH VENDOR LIEN
DATED JANUARY 18, 1993 RECORDED
VOLUME 3404, PAGE 815 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 3404815.

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWERSHIP LINES
	FENCE LINES
WM	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IOV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

©2016
Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 53

DIST.	COUNTY	CONTROL	SECTION	JOB	SHEET
PHR	HIDALGO	0921	02	356	

c:\Draw\tedsi\dms35767\Parcel53.dgn 5/23/22 PM 5/16/2016

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by_____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____by

_____, _____

of _____, a _____

corporation, on behalf of said corporation.

_____
Notary Public's Signature

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 54, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: SANDRA P. HIGGINS

FIELD NOTES FOR PARCEL – 54

Being 0.102 Acres of land, more or less, out of 5.60 acres of Farm Tract 198, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Sandra P. Higgins by virtue of Warranty Deed with Vendor Lien dated May 20, 2008, recorded in Document Number 1894103 Deed Records, Hidalgo County, Texas. Said 0.102 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 1,874.47 feet, along the east property line of Farm Tract 197 and Farm Tract 198 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 24.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 1° 12' 39" W, for a distance of 86.93 feet along the proposed Right of Way of Mile 6 West to a No. 4 rebar with plastic cap set for a interior corner of said tract herein described;

THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 0° 42' 29", a Radius 7922 feet, a Tangent of 48.94 feet, an Arc length 97.88 feet, a Chord length of 97.88 feet, and a Chord bearing N 0° 51' 25" W to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 23.39 feet to an existing rebar found for the northeast corner of said tract herein described;

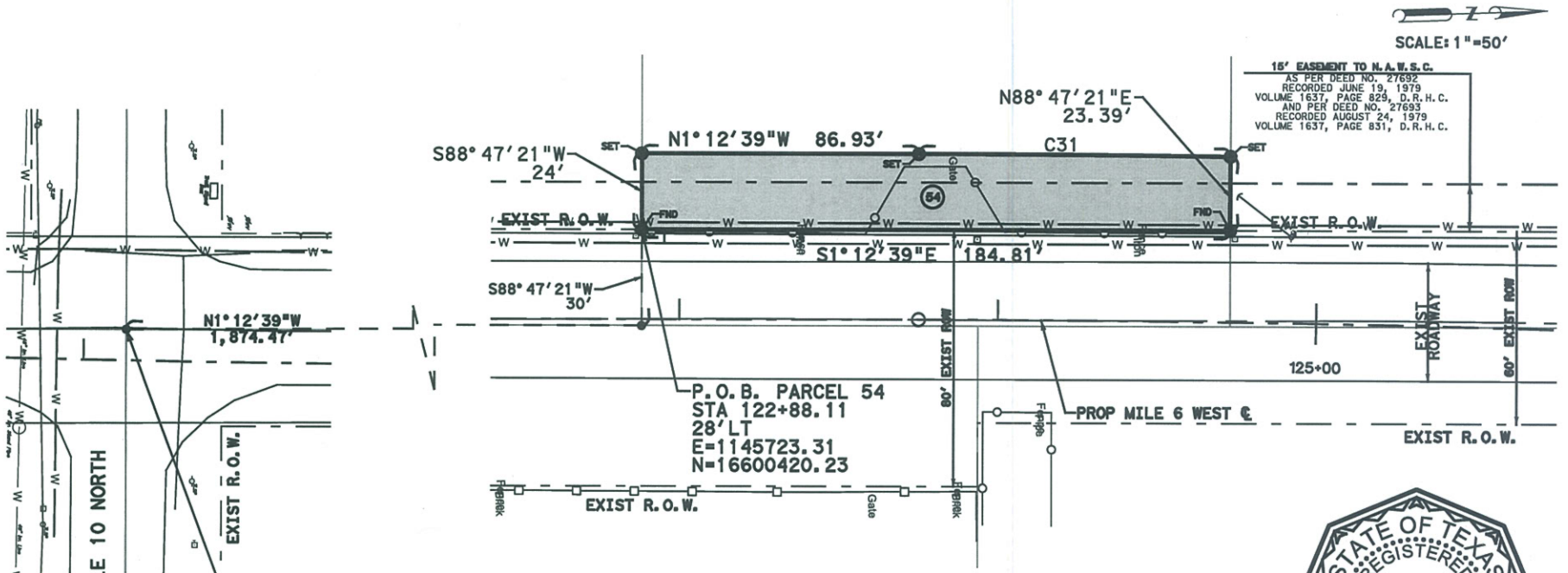
THENCE, S 1° 12' 39" E, for a distance of 184.81 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.102 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER — 5-16-2016 DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C31	0° 42' 29"	7922'	48.94'	97.88'	97.88'	N 0° 51' 25"E

SURVEY PLAT
OF
PARCEL 54
BEING A 0.102 ACRE TRACT OF LAND
OUT OF A 5.60 ACRE TRACT OF LAND OUT OF FARM TRACT 198
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL ACRE: 5.60 AC
TO BE ACQUIRED: 0.102 AC
REMAINDER: 5.498 AC

OWNER: SANDRA P. HIGGINS
BY WARRANTY DEED WITH VENDOR LIEN
DATED MAY 20, 2008 RECORDED
DOCUMENT NO. 1894103 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1894103.

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWERSHIP LINES
	FENCE LINES
WM	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IcV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

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Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 54

DIST.	COUNTY	CONTROL SECTION JOB	PROJECT NO.	SHEET NO.
6	TEXAS			MILE 6W
PHR	HIDALGO	0921 02	356	

5/16/2016 8:23:27 PM
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Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 55, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not-for-profit corporation, on behalf of said corporation.

Susan J Headley
Notary Public's Signature

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: ELIAS AND ANDREA GARZA

FIELD NOTES FOR PARCEL – 55

Being a 0.091 Acres of land, more or less, out of 5.60 acres of Farm Tract 198, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Elias and Andrea Garza by virtue of Warranty Deed with Vendor Lien dated September 29, 1995, recorded in Document Number 479502 Deed Records, Hidalgo County, Texas. Said 0.091 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 2,059.28 feet, along the east property line of Farm Tract 197 and Farm Tract 198 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

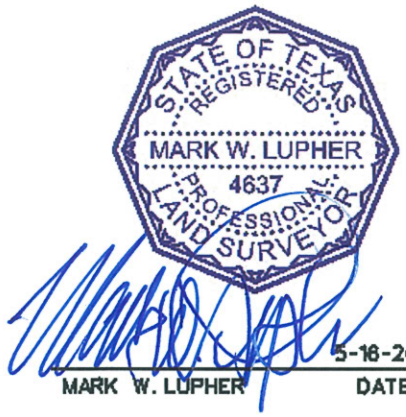
THENCE, S 88° 47' 21" W, for a distance of 23.39 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, in a Northeasterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 01° 20' 13", a Radius 7922 feet, a Tangent of 92.44 feet, an Arc length 184.86 feet, a Chord length of 184.86 feet, and a Chord bearing N 0° 09' 56" E to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 18.95 feet to an existing rebar found for the northeast corner of said tract herein described;

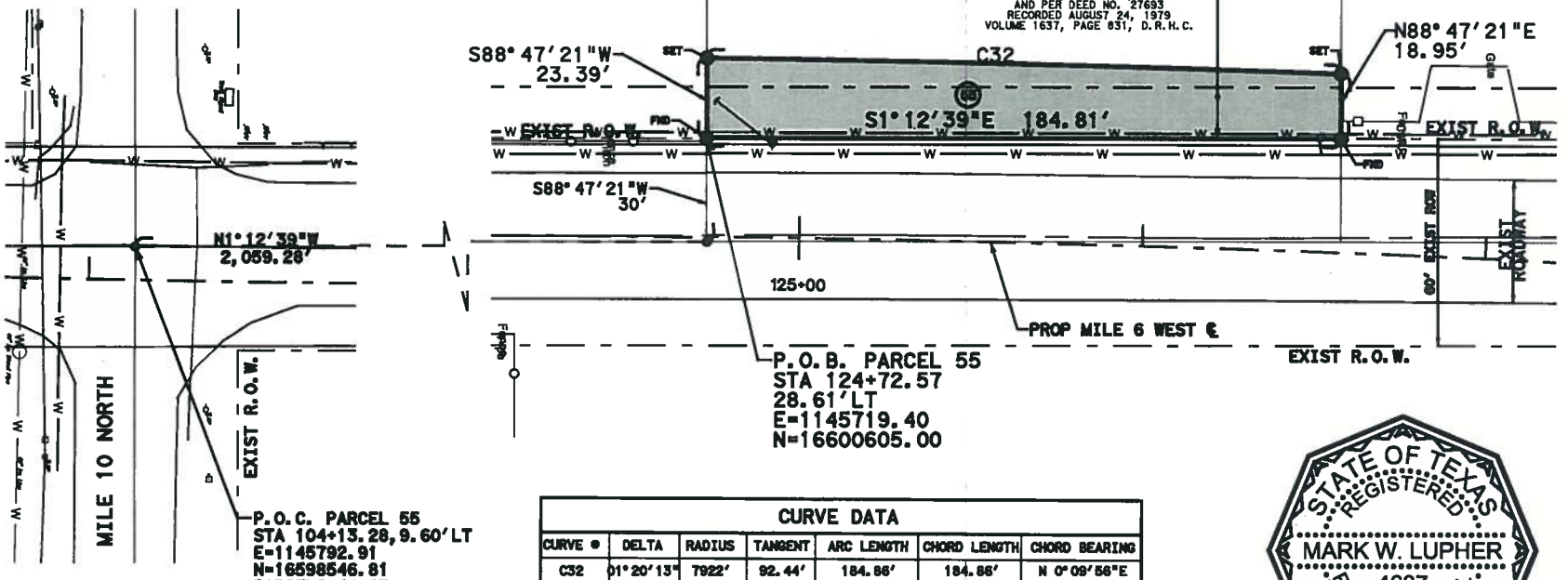
THENCE, S 1° 12' 39" E, for a distance of 184.81 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.091 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-16-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C32	01° 20' 13"	7922'	92.44'	184.86'	184.86'	N 0° 09' 56"E

SURVEY PLAT
OF
PARCEL 55
BEING A 0.091 ACRE TRACT OF LAND
OUT OF A 5.60 ACRE TRACT OF LAND OUT OF FARM TRACT 198
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

6/28/2016
MARK W. LUPHER — DATE

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWNERSHIP LINES
- FENCE LINES
- WM — WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IrV — IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

TOTAL ACRE: 5.60 AC
TO BE ACQUIRED: 0.091 AC
REMAINDER: 5.51 AC

OWNER: ELIAS AND ANDREA GARZA
BY WARRANTY DEED WITH VENDOR LIEN
DATED SEPTEMBER 29, 1995 RECORDED
DOCUMENT NO. 479502 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 479502.

©2016
Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1446
730 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 649-1000
Fax: (832) 649-1018

MILE 6 WEST ROAD
PARCEL 55

DIST.	COUNTY	CONTROL SEC.	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0021	02	200	

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 56, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for-profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: JUAN TAMEZ

FIELD NOTES FOR PARCEL – 56

Being a 0.073 Acres of land, more or less, out of 7.00 acres of Farm Tract 198, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Juan Tamez by virtue of Warranty Deed dated March 27, 2003, recorded in Document Number 1183613 Deed Records, Hidalgo County, Texas. Said 0.073 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 2,244.09 feet, along the east property line of Farm Tract 197 and Farm Tract 198 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 18.95 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

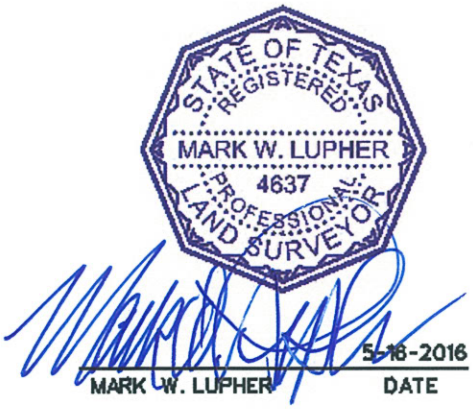
THENCE, in a Northeasterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the left having a Delta angle 1° 07' 09", a Radius 7922 feet, a Tangent of 77.38 feet, an Arc length 154.76 feet, a Chord length of 154.75 feet, and a Chord bearing N 1° 23' 38" E to a No 4 rebar with cap set for an internal corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, in a Northeasterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 0° 33' 39", a Radius 7818 feet, a Tangent of 38.26 feet, an Arc length 76.51 feet, a Chord length of 76.51 feet, and a Chord bearing N 1° 40' 23" E to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 8.07 feet to an existing rebar found for the northeast corner of said tract herein described;

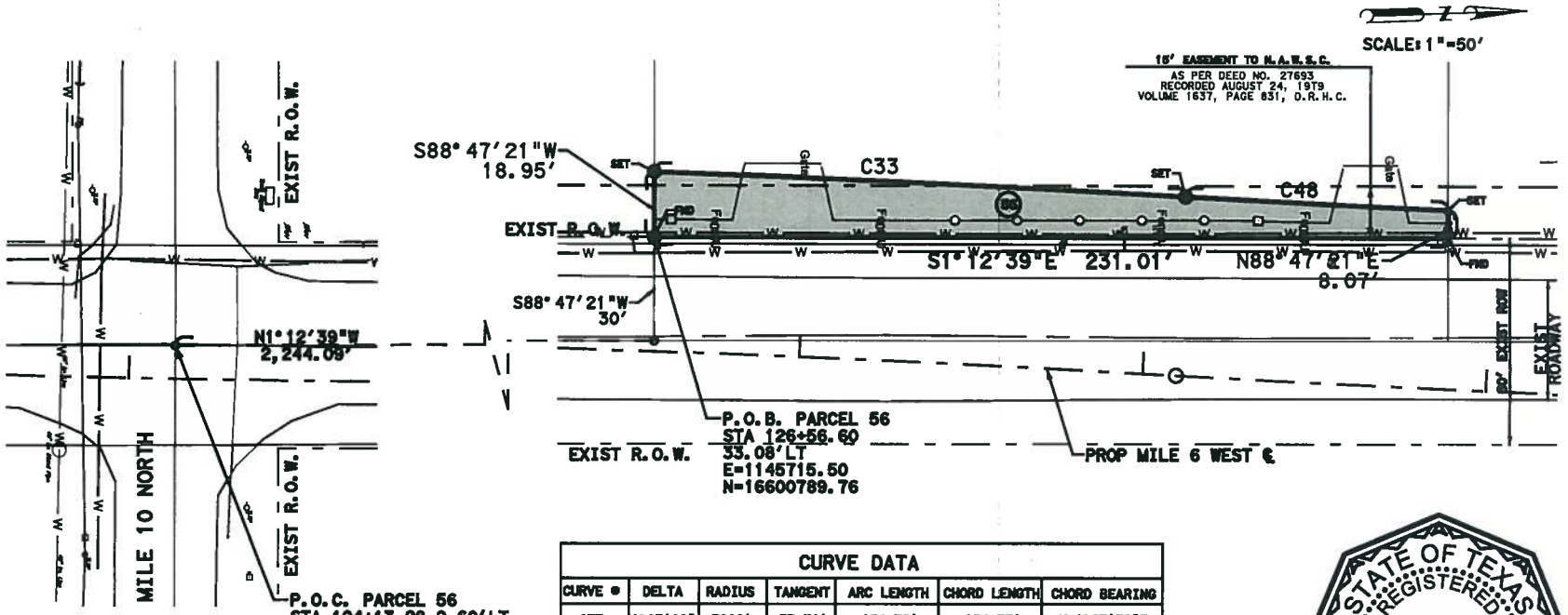
THENCE, S 1° 12' 39" E, for a distance of 231.01 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.073 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-16-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C33	1°07'09"	7922'	77.38'	154.76'	154.75'	N 1°23'38"E
C48	0°33'39"	7818'	38.26'	76.51'	76.51'	N 1°40'23"E

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

6/28/2016
MARK W. LUPHER DATE

SURVEY PLAT
OF
PARCEL 56
BEING A 0.073 ACRE TRACT OF LAND
OUT OF THE SOUTH 7 ACRES OF THE NORTH 12 ACRES OF FARM TRACT 198
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

TOTAL ACRE: 7.00 AC
TO BE ACQUIRED: 0.073 AC
REMAINDER: 6.93 AC

OWNER: JUAN TAMEZ
BY WARRANTY DEED
DATED MARCH 27, 2003 RECORDED
DOCUMENT NO. 1183613 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1183613.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWNERSHIP LINES
- FENCE LINES
- WM — WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IrV — IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

©2016
Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1046
730 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 615-1000
Fax: (832) 615-1010

MILE 6 WEST ROAD
PARCEL 56

DIST.	COUNTY	ROADWAY NO.	PROJECT NO.	SHEET NO.
0	TEXAS			MILE 6W
PHR	HIDALGO	0021	02	359

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 57, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ROW CSJ: 0921-02-356

KNOW ALL MEN BY THESE PRESENTS:

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

Susan J Headley
Notary Public's Signature

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: ARTURO AND BELINDA FERNANDEZ

FIELD NOTES FOR PARCEL – 57

Being a 0.019 Acres of land, more or less, out of 5.00 acres of Farm Tract 198, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Arturo and Belinda Fernandez by virtue of Warranty Deed dated December 28, 1994, recorded in Document Number 436234 Deed Records, Hidalgo County, Texas. Said 0.019 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 2,475.10 feet, along the east property line of Farm Tract 197 and Farm Tract 198 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

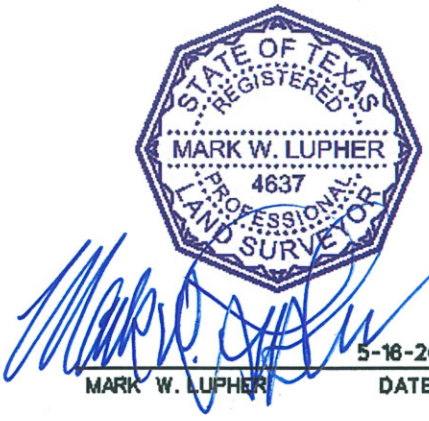
THENCE, S 88° 47' 21" W, for a distance of 8.07 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, in a Northeasterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the left having a Delta angle 1° 12' 36", a Radius 7818 feet, a Tangent of 82.56 feet, an Arc length 165.11 feet, a Chord length of 165.11 feet, and a Chord bearing N 0° 47' 15" E to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 2.31 feet to an existing rebar found for the northeast corner of said tract herein described;

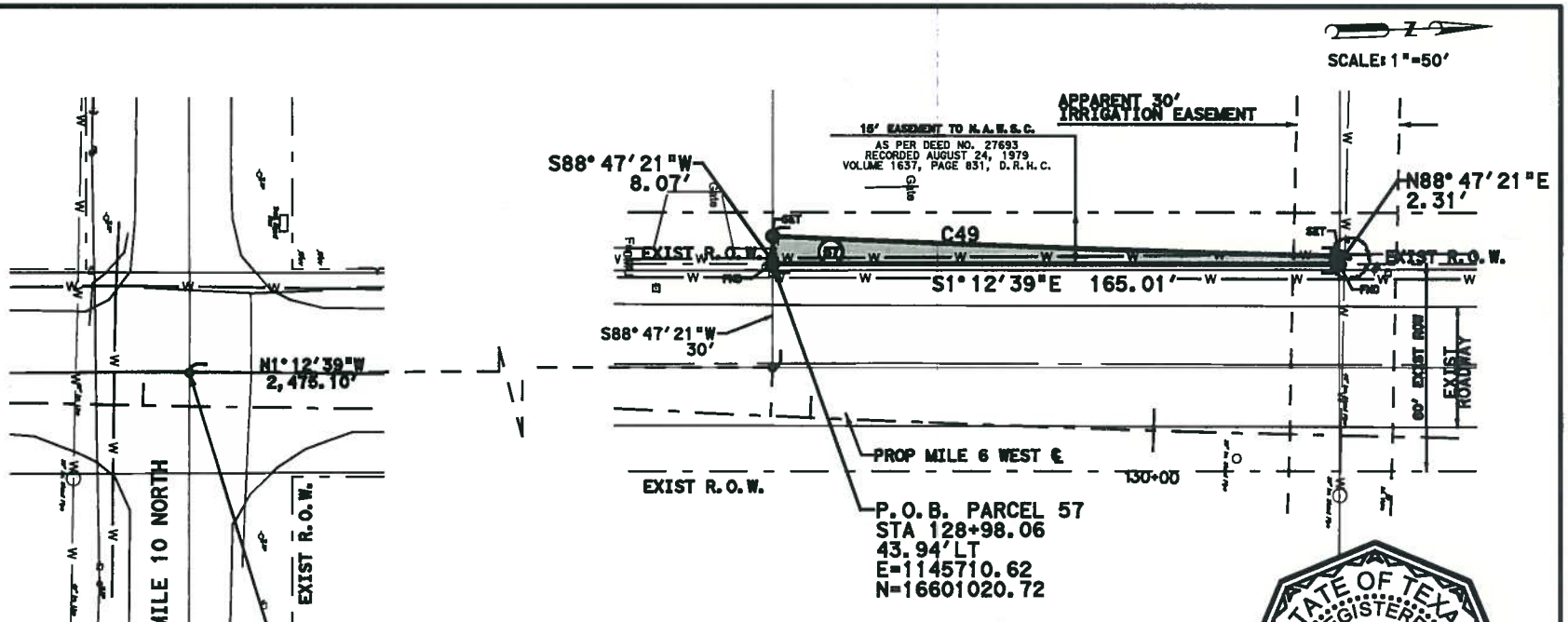
THENCE, S 1° 12' 39" E, for a distance of 165.01 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.019 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-16-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C49	1°12'36"	7818'	82.56'	165.11'	165.11'	N 0°47'15"E

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

6/28/2016
MARK W. LUPHER DATE

SURVEY PLAT
OF
PARCEL 57
BEING A 0.019 ACRE TRACT OF LAND
OUT OF A 5.00 ACRE TRACT OF LAND OUT OF FARM TRACT 198
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

TOTAL ACRE: 5.00 AC
TO BE ACQUIRED: 0.019 AC
REMAINDER: 4.98 AC

OWNER: ARTURO AND BELINDA FERNANDEZ
BY WARRANTY DEED WITH VENDOR LIEN
DATED DECEMBER 28, 1994 RECORDED
DOCUMENT NO. 436234 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 437140.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

©2016 Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1046
736 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 649-1000
Fax: (832) 649-1010

MILE 6 WEST ROAD
PARCEL 57

DIST.	COUNTY	FEDERAL AID PROJECT NO.	SHEET NO.
6	TEXAS		SHEET 6 OF
CONT.	SECT.	JOB	HIGHWAY NO.
PHR	HIDALGO	0021	02	359	

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

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Parcel 58, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: ARTURO AND BELINDA FERNANDEZ

FIELD NOTES FOR PARCEL – 58

Being 139 Square Feet of land, more or less, out of 29,072 Square Feet out of Farm Tract 199, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Arturo and Belinda Fernandez by virtue of Warranty Deed dated December 28, 1994, recorded in Document Number 436234 and Corrected Warranty Deed dating August 29, 1995, recorded in Document Number 473140, Deed Records, Hidalgo County, Texas. Said 139 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 2,640.10 feet, along the east property line of Farm Tract 197, Farm Tract 198, and Farm Tract 199 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 2.31 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the left having a Delta angle 0° 52' 47", a Radius 7818 feet, a Tangent of 60.01 feet, an Arc length 120.02 feet, a Chord length of 120.02 feet, and a Chord bearing N 0° 15' 26" W to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 0.31 feet to an existing rebar found for the northeast corner of said tract herein described;

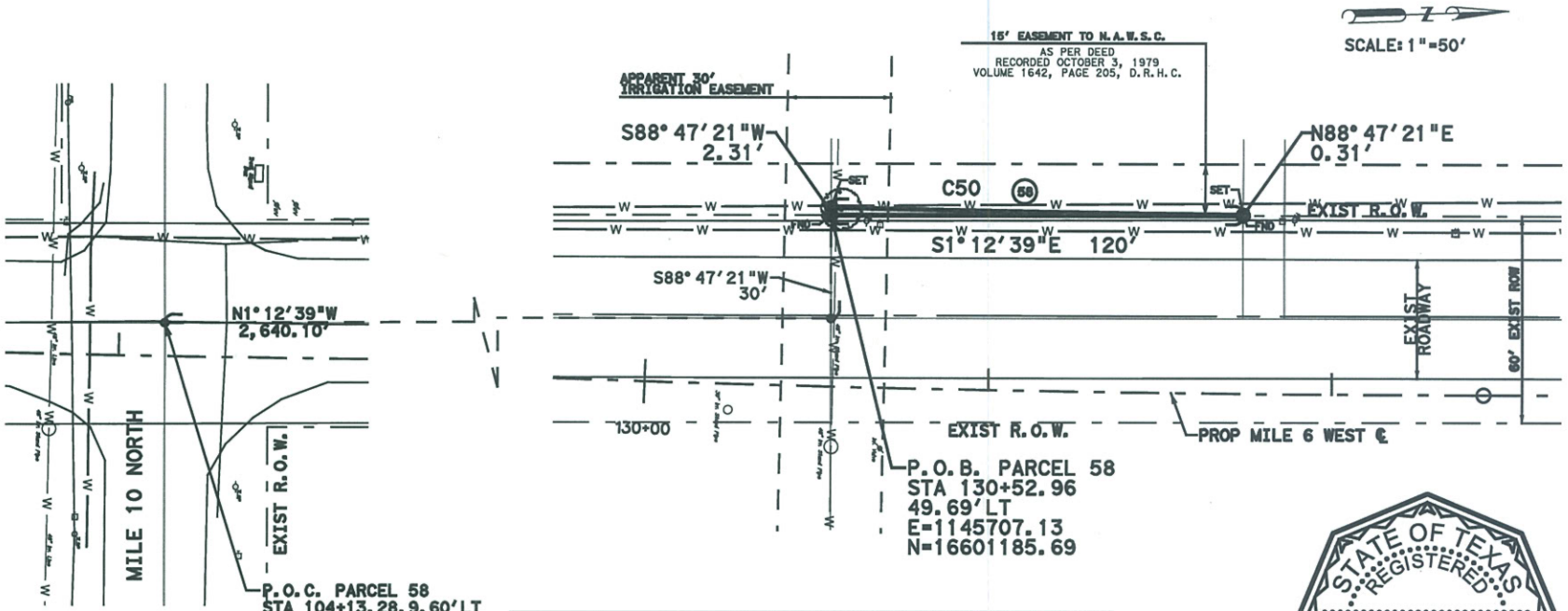
THENCE, S 1° 12' 39" E, for a distance of 120.00 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 139 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5-16-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C50	0° 52' 47"	7818'	60.01'	120.02'	120.02'	N 0° 15' 26"E

SURVEY PLAT
OF
PARCEL 58

BEING A 139 SQUARE FEET TRACT OF LAND
OUT OF A 29072 SQUARE FEET TRACT OF LAND OUT OF FARM TRACT 199
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 29072 SQFT
TO BE ACQUIRED: 139 SQFT
REMAINDER: 28933 SQFT

OWNER: ARTURO AND BELINDA FERNANDEZ
BY WARRANTY DEED
DATED DECEMBER 28, 1994 RECORDED
DOCUMENT NO. 436234 D.R.H.C.
AND
CORRECTED WARRANTY DEED
DATED AUGUST 29, 1995 RECORDED
DOCUMENT NO. 473140 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 436234.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WM WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IOV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

©2016 Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1440
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 58

DIST.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.
6	TEXAS		MILE 6W

STATE DIST. NO.	COUNTY	CONTROL SUB	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	356	

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Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 59, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1st day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1st 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: MANUEL B. AND MATILDE C. GARCIA

FIELD NOTES FOR PARCEL – 59

Being 1,641 Square Feet of land, more or less, out of 110, 209 Square Feet of Farm Tract 199, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Manuel B. and Matilde C. Garcia by virtue of Warranty Deed with Vendor Lien dated March 12, 1993, recorded in Document Number 310973 and by Warranty Deed dated November 27, 1992, recorded in Document Number 304434 Deed Records, Hidalgo County, Texas. Said 1,641 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 3,300.13 feet, along the east property line of Farm Tract 197, Farm Tract 198, and Farm Tract 199 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 1.26 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

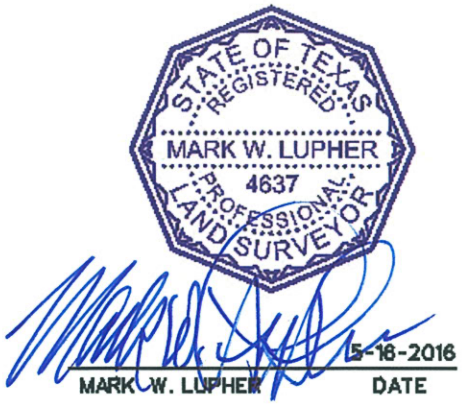
THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the left having a Delta angle 1° 51' 31", a Radius 7818 feet, a Tangent of 126.81 feet, an Arc length 253.60 feet, a Chord length of 253.58 feet, and a Chord bearing N 3° 10' 13" W to a No 4 rebar with cap set for an internal corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 0° 15' 53", a Radius 7922 feet, a Tangent of 18.31 feet, an Arc length 36.62 feet, a Chord length of 36.62 feet, and a Chord bearing N 3° 58' 02" W to a No 4 rebar with cap set for the northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 11.70 feet to an existing rebar found for the northeast corner of said tract herein described;

THENCE, S 1° 12' 39" E, for a distance of 290.01 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 1,641 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

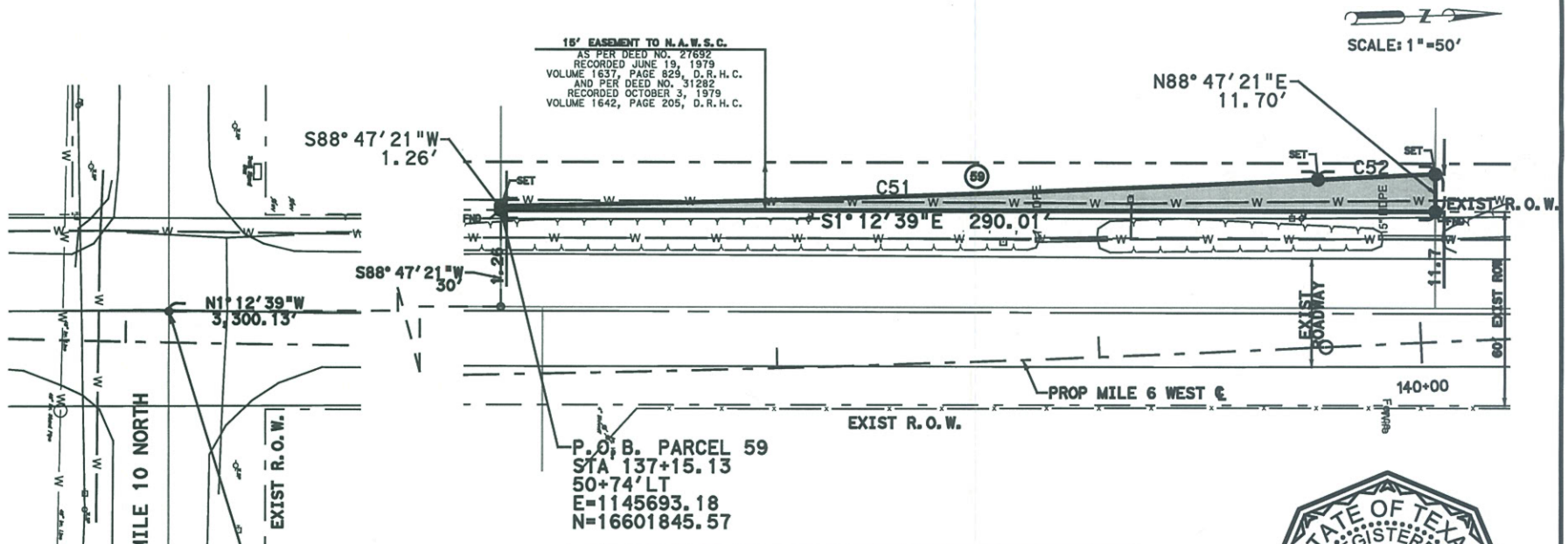
A plat of same date accompanies this Field Note Description



5-18-2016

MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C51	1°51'31"	7818'	126.81'	253.60'	253.58'	N 3°10'13"W
C52	0°15'53"	7922'	18.31'	36.62'	36.62'	N 3°58'2"W

SURVEY PLAT
OF
PARCEL 59
BEING A 1641 SQUARE FEET TRACT OF LAND
OUT OF 110209 SQUARE FEET TRACT OF LAND OUT OF FARM TRACT 199
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 110,209 SQFT
TO BE ACQUIRED: 1,641 SQFT
REMAINDER: 108,568 SQFT

OWNER: MANUEL B. AND MATILDE C. GARCIA
BY WARRANTY DEED WITH VENDOR LIEN
DATED MARCH 12, 1993 RECORDED
DOCUMENT NO. 310973 D.R.H.C.
AND
BY WARRANTY DEED
DATED NOVEMBER 27, 1992 RECORDED
DOCUMENT NO. 304434 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 310973.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WM WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IcV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

©2016 Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1640
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 59

DIST.	STATE	FEDERAL AID PROJECT NO.			PROJECT NO.
	6	TEXAS			MILE 6W
STATE DIST. NO.	COUNTY	CONTROL SECT. NO.	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	358	

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Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 60, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ROW CSJ: 0921-02-356

KNOW ALL MEN BY THESE PRESENTS:

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019.

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: MANUEL B. AND MATILDE C. GARCIA

FIELD NOTES FOR PARCEL – 60

Being a 0.019 Acres of land, more or less, out of 7.96 acres, being the East 410 feet of the South 64.09 feet of the North 370 Feet out of Farm Tract 199, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Manuel B. and Matilde C. Garcia by virtue of Warranty Deed with Vendor Lien dated March 12, 1993, recorded in Document Number 310973 Deed Records, Hidalgo County, Texas. Said 0.019 acres of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 3,590.14 feet, along the east property line of Farm Tract 197, Farm Tract 198, and Farm Tract 199 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

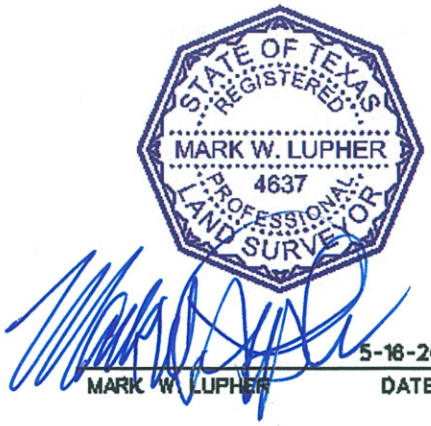
THENCE, S 88° 47' 21" W, for a distance of 11.70 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 0° 27' 50", a Radius 7922 feet, a Tangent of 32.07 feet, an Arc length 64.15 feet, a Chord length of 64.15 feet, and a Chord bearing N 3° 36' 10" W to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 14.37 feet to an existing rebar found for the northeast corner of said tract herein described;

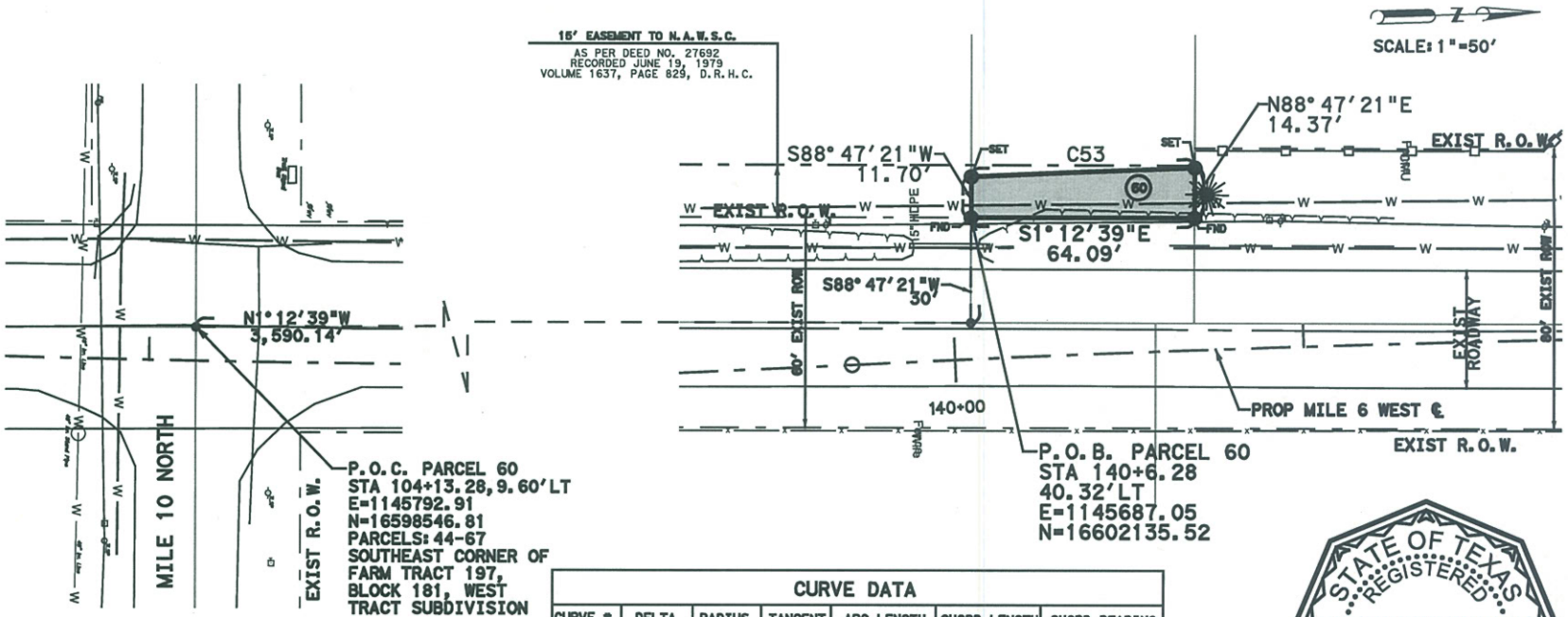
THENCE, S 1° 12' 39" E, for a distance of 64.09 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 0.019 acres of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



MARK W. LUPHER — 5-18-2016 DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C53	0° 27' 50"	7922'	32.07'	64.15'	64.15'	N 3° 36' 10"W

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

SURVEY PLAT
OF
PARCEL 60
BEING A 0.019 ACRE TRACT OF LAND
OUT OF A 7.96 ACRE TRACT BEING THE EAST 410 FEET OF THE SOUTH 64.09 FEET OF THE NORTH 370 FEET
OUT OF FARM TRACT 199
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

TOTAL ACRE: 7.96 AC
TO BE ACQUIRED: 0.019 AC
REMAINDER: 7.941 AC

OWNER: MANUEL B. AND MATILDE C. GARCIA
BY WARRANTY DEED WITH VENDOR LIEN
DATED MARCH 12, 1993 RECORDED
DOCUMENT NO. 310973 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1707398.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

©2016 Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 60

DIST.	COUNTY	CONTROL SUB	SECTION NO.	JOB NO.	SHEET NO.
PHR	HIDALGO	0921	02	358	

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Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 61, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: EMMA F. CAVAZOS

FIELD NOTES FOR PARCEL – 61

Being 337 Square Feet of land, more or less, out of Lot 1, the Estates at Westhaven Subdivision, an addition to the City of Weslaco, Texas. As recorded in Volume 39, Page 44, Map Records, Hidalgo County Texas. Being a subdivision of 9.27 Acres out of Farm Tract 199, Block 181, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Emma F. Cavazos by virtue of Warranty Deed dated November 9, 2005, recorded in Document Number 1554999 Deed Records, Hidalgo County, Texas. Said 337 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 3,739.24 feet, along the east property line of Farm Tract 197, Farm Tract 198, and Farm Tract 199 to a point;

THENCE, S 88° 47' 21" W, for a distance of 50.00 feet, to a No. 4 rebar with plastic cap set for the south corner of tract and **The Point Of Beginning** herein described;

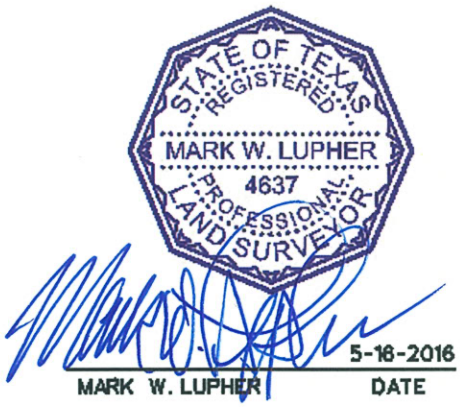
THENCE, N 46° 12' 39" W, for a distance of 42.43 feet, to a No. 4 with plastic cap set for the northwest corner of said tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 15.00 feet along the proposed right of way of Mile 6 West and Westhaven Drive to an existing rebar set for the northeast corner of said tract herein described;

THENCE, S 46° 12' 06" E, for a distance of 21.22 feet along the existing Right of Way of Mile 6 West and Westhaven Drive to an existing rebar set for an internal corner of said tract herein described;

THENCE, S 1° 12' 39" E, for a distance of 15.00 feet along the existing Mile 6 West right of way to the south corner and **POINT OF BEGINNING** and containing 337 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

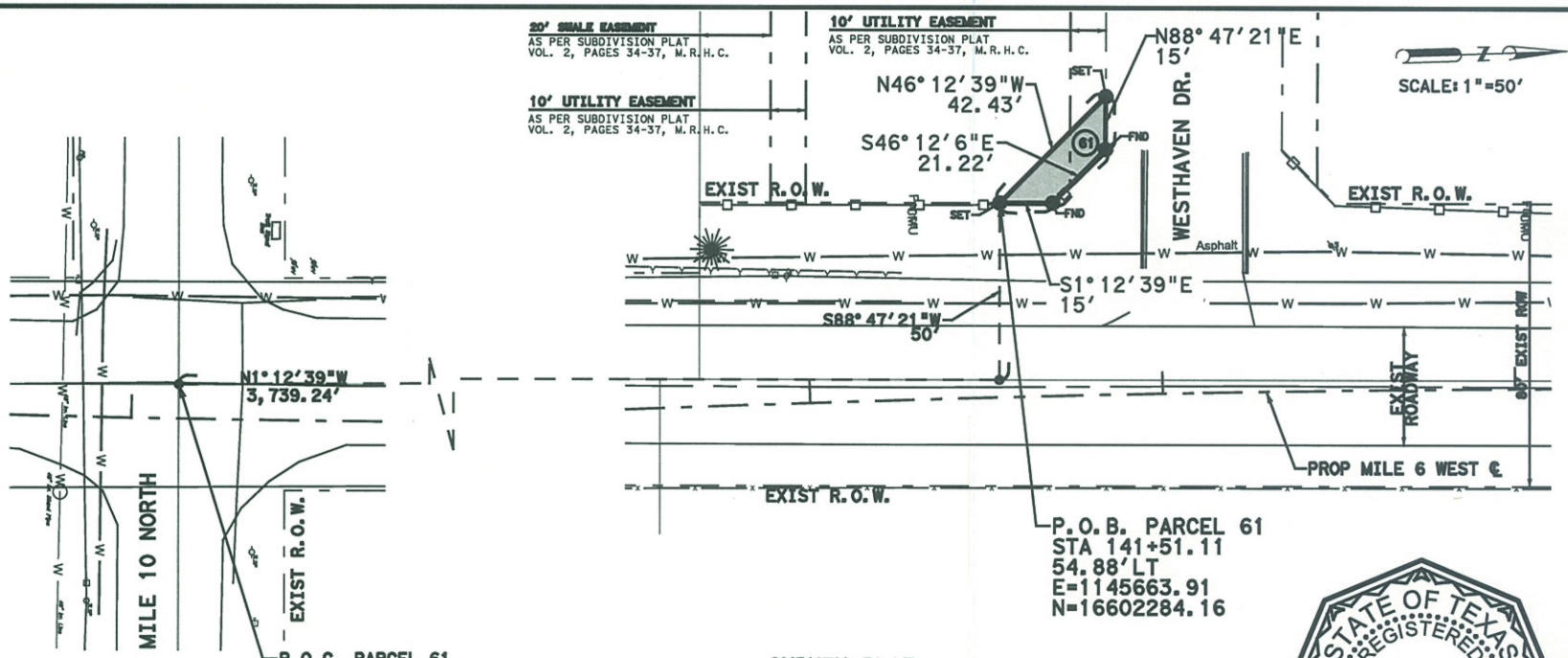
A plat of same date accompanies this Field Note Description



5-18-2016

MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 61

BEING A 337 SQUARE FEET TRACT OF LAND
OUT OF LOT 1, THE ESTATES AT WESTHAVEN SUBDIVISION
AN ADDITION TO THE CITY OF WESLACO, TEXAS
AS RECORDED IN VOLUME 39, PAGE 44 M.R.H.C.
BEING A SUBDIVISION OF 9.27 ACRES OUT OF FARM TRACT 199
BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

5/16/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 26220 SQFT
TO BE ACQUIRED: 337 SQFT
REMAINDER: 25883 SQFT

OWNER: EMMA F. CAVAZOS
BY WARRANTY DEED
DATED NOVEMBER 9, 2005 RECORDED
DOCUMENT NO. 1554999 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1554999.

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WM — WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IcV — IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

©2016 Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TBPE F-1440
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1080
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 61

DIST.	STATE	FEDERAL AID PROJECT NO.				SHEET NO.
6	TEXAS					MILE 6W
STATE DIST. NO.	COUNTY	CONTROL SECT NO.	SECTION NO.	JOB NO.		SHEET NO.
PHR	HIDALGO	0921	02	358		

c:\pw~1\tedsi\dm\357725\Parcel61.dgn 5/16/2016 8:24:06 PM

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 62, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by_____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680103-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: ROEL M. AND PATRICIA V. CARREON

FIELD NOTES FOR PARCEL – 62

Being 337 Square Feet of land, more or less, out of Lot 14, the Estates at Westhaven Subdivision, an addition to the City of Weslaco, Texas. As recorded in Volume 39, Page 44, Map Records, Hidalgo County Texas. Being a subdivision of 9.27 Acres out of Farm Tract 199, Block 181, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Roel M. and Patricia V. Carreon by virtue of Warranty Deed with Vendor Lien dated September 15, 1997, recorded in Document Number 626448 Deed Records, Hidalgo County, Texas. Said 337 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 3,819.24 feet, along the east property line of Farm Tract 197, Farm Tract 198, and Farm Tract 199 to a point;

THENCE, S 88° 47' 21" W, for a distance of 65.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

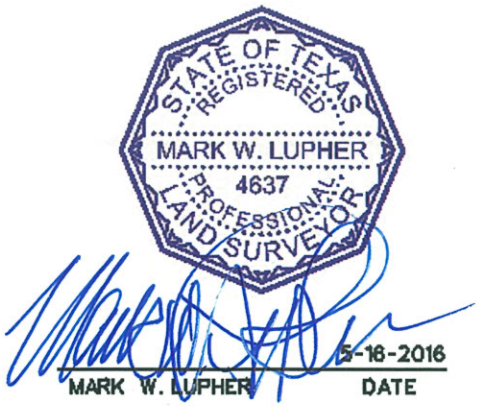
THENCE, S 88° 47' 21" W, for a distance of 15.00 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, N 43° 47' 21" E, for a distance of 42.43 feet to a No. 4 rebar with plastic cap set for the north corner of said tract herein described;

THENCE, S 1° 12' 39" E, for a distance of 15.00 feet along the existing Mile 6 West right of way to a No. 4 rebar with plastic cap set for an internal corner of said tract herein described;

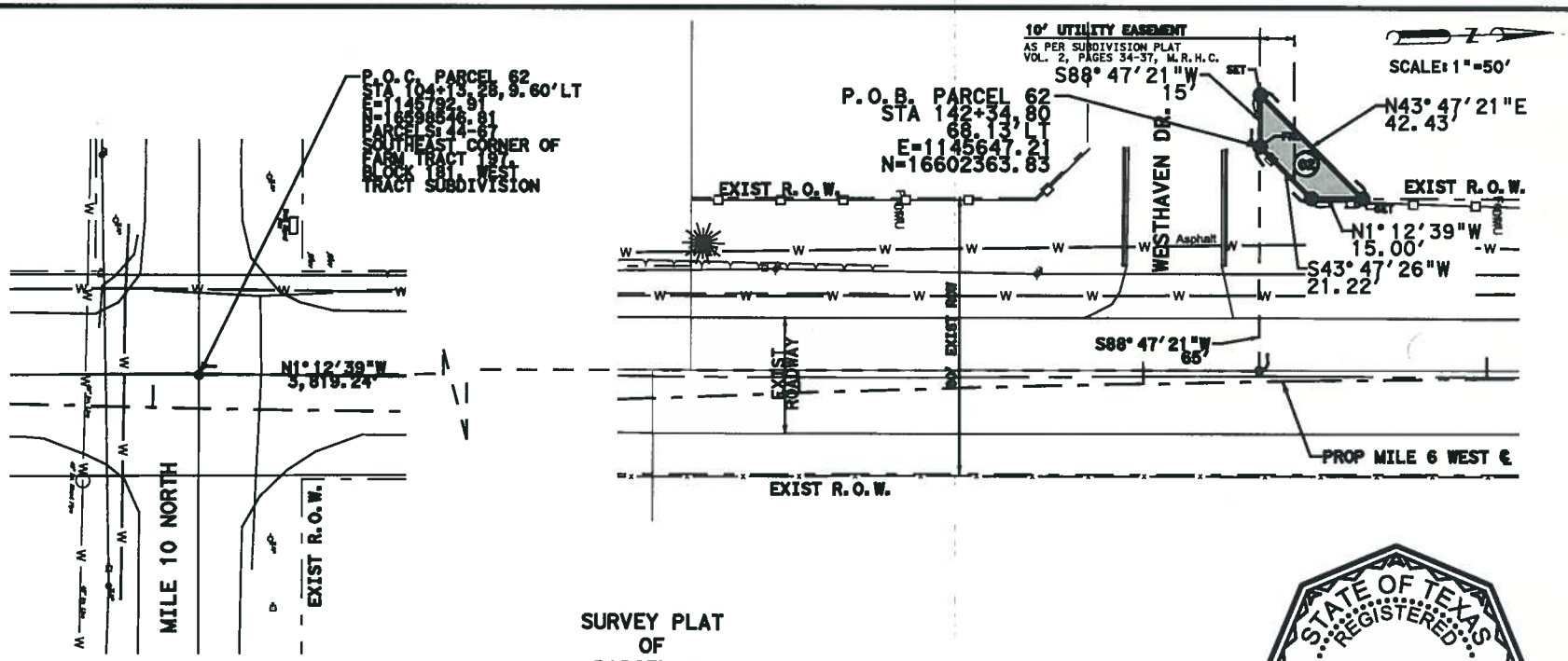
THENCE, S 43° 47' 26" W, for a distance of 21.22 feet along the existing Mile 6 West and Westhaven Drive Right of Way to the southeast corner and **POINT OF BEGINNING** and containing 337 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description



5-18-2016
MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



SURVEY PLAT
OF
PARCEL 62

BEING A 337 SQUARE FEET TRACT OF LAND
OUT OF LOT 14, THE ESTATES AT WESTHAVEN SUBDIVISION
AN ADDITION TO THE CITY OF WESLACO, TEXAS
AS RECORDED IN VOLUME 39, PAGE 44 M.R.H.C.
BEING A SUBDIVISION OF 9.27 ACRES OUT OF FARM TRACT 199
BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER — 5/26/2016 DATE

TOTAL SQUARE FEET: 21,123 SQFT
TO BE ACQUIRED: 337 SQFT
REMAINDER: 20,673 SQFT

OWNER: ROEL M. AND PATRICIA V. CARREON
BY WARRANTY DEED WITH VENDOR LIEN
DATED SEPTEMBER 15, 1997 RECORDED
DOCUMENT NO. 626448 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 626448.

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWNERSHIP LINES
	FENCE LINES
WM	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IcV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

©2016
Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1446
731 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018

MILE 6 WEST ROAD
PARCEL 62

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

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Parcel 63, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Alamo Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: DANIEL AND NORMA DE LEON, JR.

FIELD NOTES FOR PARCEL – 63

Being 4,400 Square Feet of land, more or less, out of Lot 6, Henri Acres Subdivision, as recorded in Volume 25, Page 37, Map Records, Hidalgo County Texas. Being a subdivision of 6.00 Acres out of Farm Tract 200, Block 181, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Daniel and Norma de Leon, Jr. by virtue of Warranty Deed with Vendor Lien dated May 9, 2002, recorded in Document Number 1084415 Deed Records, Hidalgo County, Texas. Said 4,400 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12' 39" W, for a distance of 3,960.16 feet, along the east property line of Farm Tract 197, Farm Tract 198, Farm Tract 199, and Farm Tract 200 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 20.00 feet, to a No. 4 with plastic cap set for the southwest corner of said tract herein described;

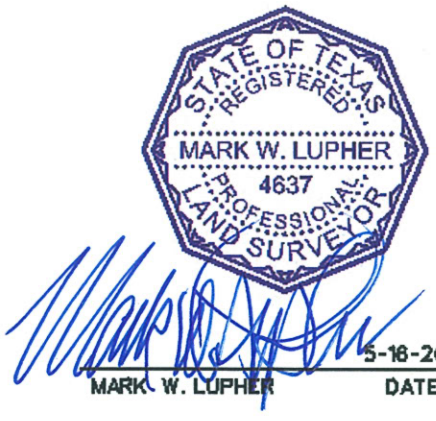
THENCE, N 1° 12' 39" W, for a distance of 199.86 feet along the proposed right of way of Mile 6 West to a No. 4 rebar with plastic cap set for a interior corner of said tract herein described;

THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 0° 08' 45", a Radius 7922 feet, a Tangent of 10.08 feet, an Arc length 20.15 feet, a Chord length of 20.15 feet, and a Chord bearing N 1° 08' 17" W to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 19.98 feet to an existing rebar found for the northeast corner of said tract herein described;

THENCE, S 1° 12' 39" E, for a distance of 220.01 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 4,400 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

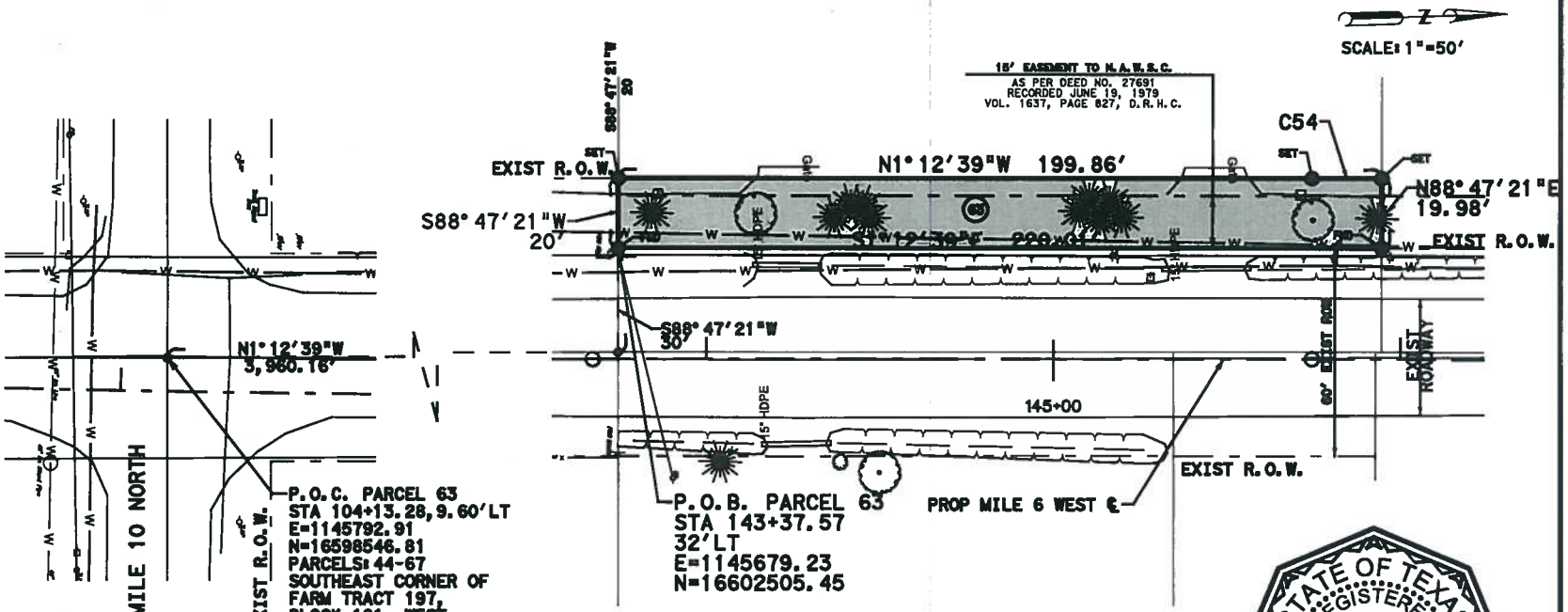
A plat of same date accompanies this Field Note Description



5-18-2016

MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C54	0° 08' 45"	7922'	10.08'	20.15'	20.15'	N 1° 8' 17"W

SURVEY PLAT
OF
PARCEL 63

BEING A 4,400 SQUARE FEET TRACT OF LAND
OUT OF LOT 6, HENRI ACRES SUBDIVISION
AS RECORDED IN VOL. 25, PAGE 37 M.R.H.C.
BEING A SUBDIVISION OF THE EAST 6.00 ACRES OUT OF FARM TRACT 200,
BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

6/28/2016
MARK W. LUPHER DATE

TOTAL SQUARE FEET: 36,962 SQFT
TO BE ACQUIRED: 4,400 SQFT
REMAINDER: 32,562 SQFT

OWNER: DANIEL AND NORMA DE LEON, JR.
BY WARRANTY DEED WITH VENDOR LIEN
DATED MAY 9, 2002 RECORDED
DOCUMENT NO. 1084415 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1084415.

LEGEND
- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- WV WATER VALVES AND METERS
- SIGNS
- IRRIGATION STAND PIPE
- IcV IRRIGATION VALVE
- MONUMENTS
- SET No. 4 REBAR WITH CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER

©2016 Texas Department of Transportation

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1046
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 649-1000
Fax: (832) 649-1038

MILE 6 WEST ROAD
PARCEL 63

DIST.	COUNTY	CONTROL SECT. JOB	PROJECT NO.	SHEET NO.
PHR	HIDALGO	0221	03	328

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-30
(Rev. 02/16)

NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO HIDALGO COUNTY, TEXAS.

Parcel 64, Mile 6 West Road

QUITCLAIM DEED

THE STATE OF TEXAS	§	**ROW CSJ:** 0921-02-356
	§	
COUNTY OF HIDALGO	§	**KNOW ALL MEN BY THESE PRESENTS:**

That, North Alamo Water Supply Corp. of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and no/00 Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by Hidalgo County , acting by and through the Texas Department of Transportation and the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Hidalgo County, Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Hidalgo County, Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the 1 day of July, 2019

NORTH ALAMO WATER SUPPLY CORPORATION
CORPORATE SEAL

N30

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____

by _____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on July 1, 2019 by Steven P. Sanchez, General Manager of North Abms Water Supply Corp, a private not for profit corporation, on behalf of said corporation.

SUSAN J HEADLEY
Notary Public, State of Texas
ID# 680108-0
My Commission Expires
06-26-2021

Susan J Headley
Notary Public's Signature

COUNTY: HIDALGO

RCSJ: 0921-02-356
CCSJ: 0921-02-168
HIGHWAY: MILE 6 WEST ROAD

PROJECT LIMITS: Mile 9 North to Mile 11 North

GRANTORS: ROBERTO AND VILMA RODRIGUEZ

FIELD NOTES FOR PARCEL – 64

Being 4,109 Square Feet of land, more or less, out of Lot 5, Henri Acres Subdivision, as recorded in Volume 25, Page 37, Map Records, Hidalgo County Texas. Being a subdivision of the East 6.00 Acres out of Farm Tract 200, Block 181, West Tract Subdivision, Volume 2, Pages 34-37 Map Records, Hidalgo County, Texas. Said Tract is vested to Roberto and Vilma Rodriguez by virtue of Warranty Deed with Vendor Lien dated December 17, 2002, recorded in Document Number 1161726 Deed Records, Hidalgo County, Texas. Said 4,109 Square Feet of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Southeast corner of Farm Tract 197, Block 181, out of West Tract Subdivision, Hidalgo County, Texas, as recorded in Volume 2 Pages 34-37 Map Records, Hidalgo County, Texas, said point with Surface coordinates of X=1,145,792.9125 and Y=16,598,546.8091. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 1° 12’ 39” W, for a distance of 4,180.17 feet, along the east property line of Farm Tract 197, Farm Tract 198, Farm Tract 199, and Farm Tract 200 to a point;

THENCE, S 88° 47' 21" W, for a distance of 30.00 feet, to an existing rebar set for the southeast corner of tract and **The Point Of Beginning** herein described;

THENCE, S 88° 47' 21" W, for a distance of 19.98 feet, to a No. 4 rebar with plastic cap set for the southwest corner of said tract herein described;

THENCE, in a Northwesterly direction with the Proposed West Right of Way of said Mile 6 West with a curve to the right having a Delta angle 1° 35' 29", a Radius 7922 feet, a Tangent of 110.03 feet, an Arc length 220.05 feet, a Chord length of 220.04 feet, and a Chord bearing N 0° 16' 10" W to a No 4 rebar with cap set for a northwest corner along the Proposed West Right of Way of Mile 6 West tract herein described;

THENCE, N 88° 47' 21" E, for a distance of 16.36 feet to an existing rebar found for the northeast corner of said tract herein described;

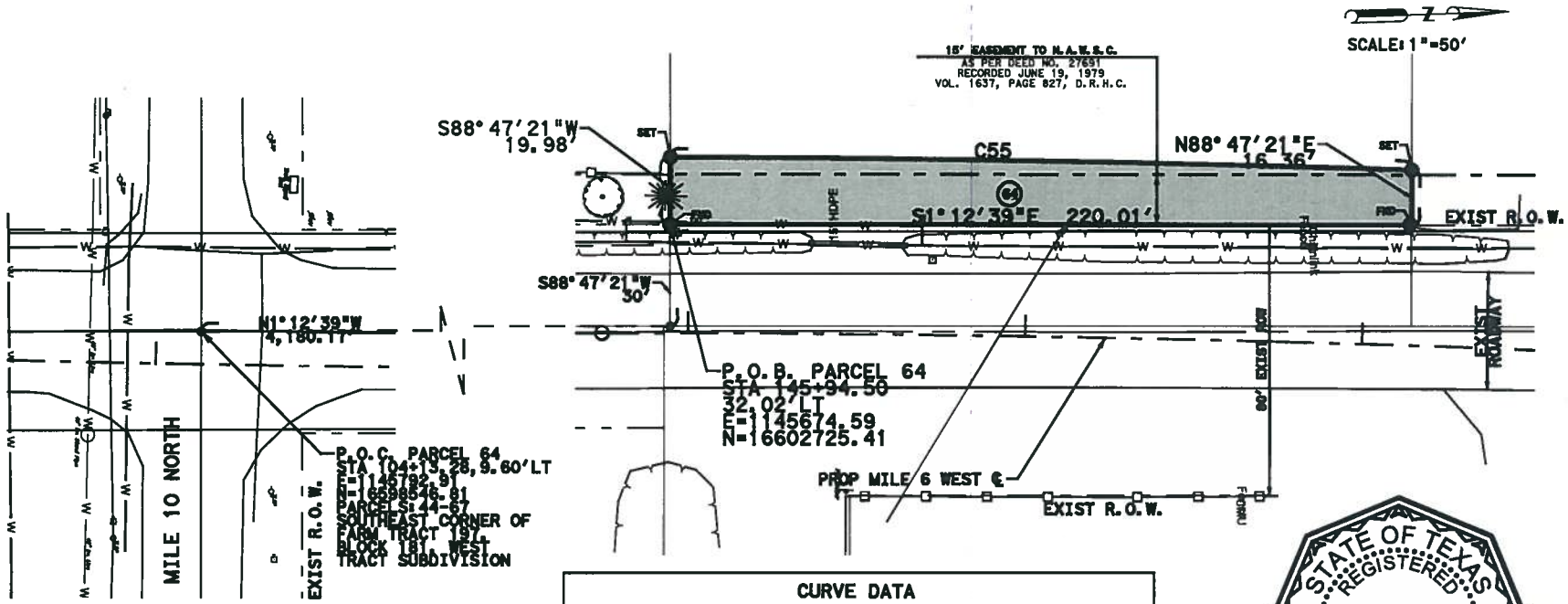
THENCE, S 1° 12' 39" E, for a distance of 220.01 feet along the existing Mile 6 West right of way to the southeast corner and **POINT OF BEGINNING** and containing 4,109 Square Feet of land, of **PROPOSED NET TAKING** of land, more or less.

A plat of same date accompanies this Field Note Description

5-16-2016

MARK W. LUPHER DATE

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018



CURVE DATA						
CURVE #	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C55	1°35'29"	7922'	110.03'	220.05'	220.04'	N 0°16'10"W

SURVEY PLAT
OF
PARCEL 64

BEING A 4,109 SQUARE FEET TRACT OF LAND
OUT OF LOT 5, HENRI ACRES SUBDIVISION
AS RECORDED IN VOL. 25, PAGE 37 M.R.H.C.
BEING A SUBDIVISION OF THE EAST 6.00 ACRES OUT OF FARM TRACT 200,
BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 2, PAGES 34-37 M.R.H.C.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

6/28/2016
MARK W. LUPHER — DATE

TOTAL SQUARE FEET: 36,963 SQFT
TO BE ACQUIRED: 4,109 SQFT
REMAINDER: 32,854 SQFT

OWNER: ROBERTO AND VILMA RODRIGUEZ
BY WARRANTY DEED WITH VENDOR LIEN
DATED DECEMBER 17, 2002 RECORDED
DOCUMENT NO. 1161726 D.R.H.C.

NOTES:
1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960.
3. SET INDICATES (1/2 INCH IRON ROD) No 4 REBAR WITH PLASTIC CAP MARKED "TEDSI".
4. SURVEY LINE LOCATIONS ARE APPROXIMATE AND BASED ON BEST AVAILABLE EVIDENCE.
5. A FIELD NOTE DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
6. ALL ENCUMBRANCES SHOWN HEREON ARE BASED SOLELY UPON A TITLE REPORT PROVIDED BY SOUTH TEXAS LAND INVESTIGATIONS, TITLE REPORT# 1161726.

LEGEND

	LOT AND PROPERTY LINES
	EXIST. ROW LINES
	PARCEL BOUNDARY LINES
	EXIST. EASEMENTS INSIDE PARCEL
	EXIST. EASEMENT OUTSIDE PARCEL
	COMMON OWNERSHIP LINES
	FENCE LINES
WM	WATER VALVES AND METERS
	SIGNS
	IRRIGATION STAND PIPE
IOV	IRRIGATION VALVE
	MONUMENTS
	SET No. 4 REBAR WITH CAP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	POWER POLES & GUY WIRE
	PARCEL NUMBER

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
730 Highway 6 South • Suite 430 • Houston, Texas 77079
Tel: (832) 649-1000
Fax: (832) 649-1012

MILE 6 WEST ROAD
PARCEL 64

DIST	COUNTY	CONTROL SECT	SHEET NO.	SHEET TOTAL
PHR	HIDALGO	0221	02	356

Section 11.0 Joint Use Agreement (Attachment "J") (2 Originals)

Not Applicable

Manager Approval: _____

Date: 6/25/19