PUBLIC SERVICE BOARD MEETING
AGENDA ITEM
REGULAR MEETING
Tuesday, November 10, 2026

SUBJECT

Standard Utility Agreement with Texas Department of Transportation TxDOT for the relocation of water and reclaimed water infrastructure related to the Borderland Expressway Phase II project from Dyer Street to Martin Luther King Boulevard.

BACKGROUND

TxDOT has prepared plans for the Borderland Expressway Phase II project from Dyer Street to Martin Luther King Boulevard, which includes construction of the new State Highway Spur SS320 roadway in northeast El Paso. To accommodate these improvements, existing water and reclaimed water facilities that cross the new SS320 roadway must be relocated by EPWater in accordance with TxDOT's Utility Accommodation Policy. The relocation of eligible existing water and reclaimed water facilities are reimbursable by TxDOT. Based on the agreed eligibility ratio, TxDOT will reimburse 100 percent of eligible EPWater relocation costs required for the Borderland Expressway Phase II construction. Relocations will be performed via Construction Manager At-Risk contract with Smithco Construction, Inc. under RFP 33-26.

PSB PRIOR ACTION

- On March 8, 2023, the Public Service Board authorized the President/CEO to execute an Advanced Funding Agreement and forthcoming Standard Utility Agreement with the Texas Department of Transportation for relocation and extension of water and wastewater infrastructure associated with SS 320 (Borderland Expressway) Phase I from Dyer Street to Railroad Drive.

UTILITY KPI ALIGNMENT

Infrastructure Performance

EVALUATION PROCESS

EPWater and TxDOT agree to coordinate the water and reclaimed water relocation work within TxDOT's roadway construction project. The project approach calls for EPWater and TxDOT to perform separate bids to construct all improvements proposed by each agency.

FINANCIAL IMPLICATIONS

EPWater estimates the total cost of the utility improvements associated with this project at $13,541,209. This amount includes the relocation of existing water and reclaimed water facilities located within the limits of the Borderland Expressway Phase II project. Under the agreed eligibility ratio, TxDOT will reimburse 100 percent of eligible relocation costs required to accommodate the roadway improvements.

PROPOSED ACTION REQUESTED

Consider and authorize the President/CEO or designee to sign a Standard Utility Agreement with the Texas Department of Transportation for the relocation of water and reclaimed water infrastructure related to the Borderland Expressway Phase II project from Dyer Street to Martin Luther King Boulevard, with a total project cost estimated at $13,541,209 and authorize the President/CEO or designee to approve future amendments to the agreement up to an amount not to exceed $1,000,000.

SUPPORTING DOCUMENTATION PROVIDED

- Draft TxDOT Standard Utility Agreement with EPWater

Standard Utility Agreement

U Number: Utility ID: **U00022712**

District: El Paso
ROW Project ID (TxC): R00010298
ROW CSJ: 0665-02-007
Construction CSJ: 0665-02-004
Highway Project Letting Date: May 1, 2025

County: El Paso
Highway: SS 320
From: FM 3255 (MLK Blvd)

To: Railroad Drive

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission ("**State**"), and City of El Paso Public Service Board, ("**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 **State**.

WHEREAS, the **State** has deemed it necessary to make specific highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: The Utility will be relocating six existing water lines to accommodate the Texas Department of Transportation's (TxDOT) Borderland Expressway Project Phase II (BLE II). The Utility will be placing the following;
42" Steel Case (EW6) SS 320 (Approx. N 10726461.63, E 423225.24); TxDOT Station: 934+37
The exisitng pipe (353 ft) will be either removed or abandoned, then replaced at a depth from 7.9' to 6.3'. In order to not be in conflict with BLE phase II.
42" Steel case (EW 5) SS 320 (Approx. N 10729035.56, E 422825.04); TxDOT Station: 908+32
The existing pipe (Approx. 396 ft) will be either removed or abandoned, then replaced at a depth from 6.1' to 5.7'. In order to not be in conflict with BLE Phase II.
54" Steel Case (EW4) US54- Gateway Blvd (Approx. N 10730212.16,E 422310.78); TxDOT Station: 893+75
The existing pipe (Approx. 426 ft) will be either removed or abandoned,then replaced at a depth from 5' to 6.4'. In order to not be in conflict with BLE Phase II.
42" Steel Case (EW3) FM 2529 (McCombs St) (Approx. N 10737922.00, E 413841.02); TxDOT Station: 769+15
The existing pipe (Approx. 629 ft) will either be removed or abandoned, then replaced at a depth from 5.4' to 5.8'. In order to not be in conflict with BLE Phase II.
42" Steel Case (EW2) Stan Roberts Sr Ave. (Approx. N 10740400.02, E 410100.60); TxDOT Station: 725+35
The exsisting pipe (Approx. 350 ft) will either be removed or abandoned, then replaced at a depth of 12.3'. In order to not be in conflict with BLE Phase II.
42" Steel Case (EW 1) SS 320 (Approx. N 10743962.12, E 406114.46); TxDOT Station: 674+12
The existing pipe (Approx. 506 ft) will be either be removed or abandoned, then replaced at a depth of 16'. In order to not be in conflict with BLE Phase II.
; and more specifically, as shown in the **Utility's** plans, specifications, and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this Agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. The **Utility** shall also comply with the Build America, Buy America Act (BABA Act), and 23 CFR Part 645, Subpart A. An acknowledgment of compliance is included in Attachment "A" of this Agreement that shall be signed and submitted before the commencement of the facility's adjustment, removal, and relocation, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference and Build America, Buy America requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

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 **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation and certifications, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, if the approved accounting method is a lump sum, the **State** agrees to pay the **Utility** an agreed lump sum of $N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

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

This Agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment "E");
- Eligibility Ratio (Attachment "F");
- Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment "H").

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 or amendment of this Agreement or a written change or extra work order approved by the **State** and the **Utility**.

This Agreement is subject to cancellation by the **State** at any time up to the date that work under this Agreement has been authorized, and such cancellation will not create any liability on the part of the **State.** However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this Agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

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

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

UTILITY

Utility: City of El Paso Public Service Board
Name of Utility

By: _____
Authorized Signature

John Balliew
Print or Type Name

Title: President and CEO

Date: _____

EXECUTION RECOMMENDED:

_____
Director of TP&D (or designee), District

THE STATE OF TEXAS

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

By: _____
District Engineer (or designee)

Date: _____

Attachment "A"
Plans, Specifications, and Estimated Costs

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

☒ Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☐ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Attachment "A" (Continued)
Plans, Specifications, and Estimated Costs

All construction material and manufactured items within the cost estimate that must meet Build America, Buy America (BABA) compliance must be indicated with a double asterisk (**).

☒ This is to acknowledge that the material(s) listed/marked in the cost estimate will be in conformance with the governing specification(s) and that at least the final manufacturing processes and the immediately preceding manufacturing stage for the manufactured and construction material occurred in the United States of America. Alterations to this document by any agency other than the Utility Company/Supplier will void the certification.

Per 2 CFR 184.3, manufactured products means:

(1) Articles, materials, or supplies that have been:

(i) Processed into a specific form and shape; or

(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

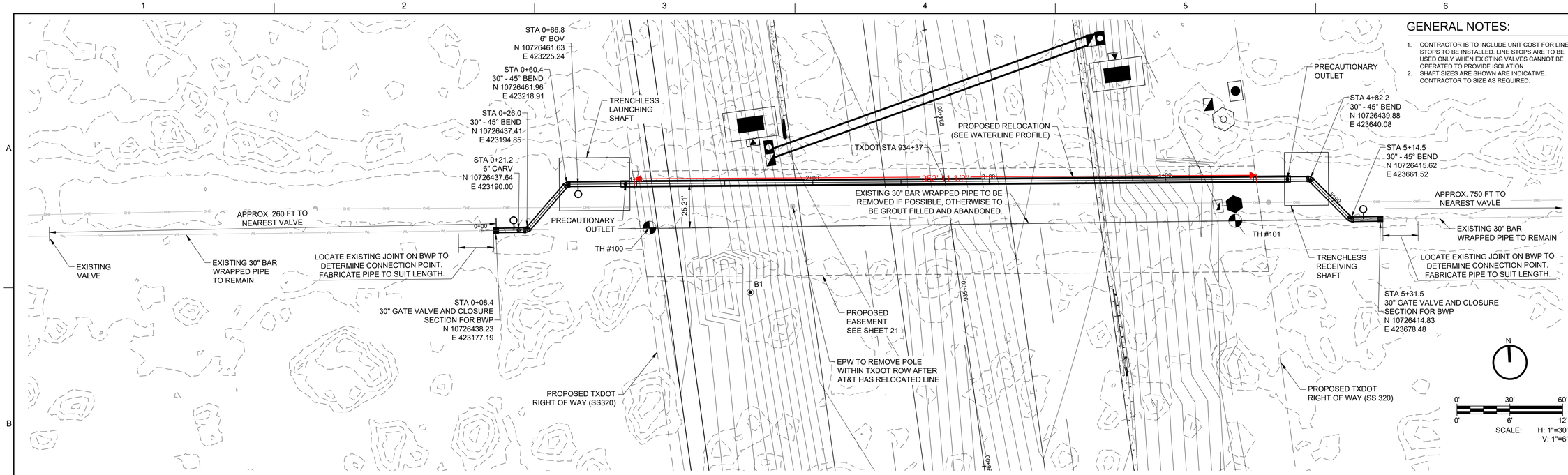
Per 2 CFR 184.3 and 2 CFR 184.6, construction material includes:

- *Non-ferrous metals*
- *Glass (including optic glass)*
- *Optical fiber*
- *Lumber*
- *Engineered wood*
- *Drywall*
- *Fiber optic cable (including drop cable)*
- *Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)*

Authorized Utility Owner Representative:

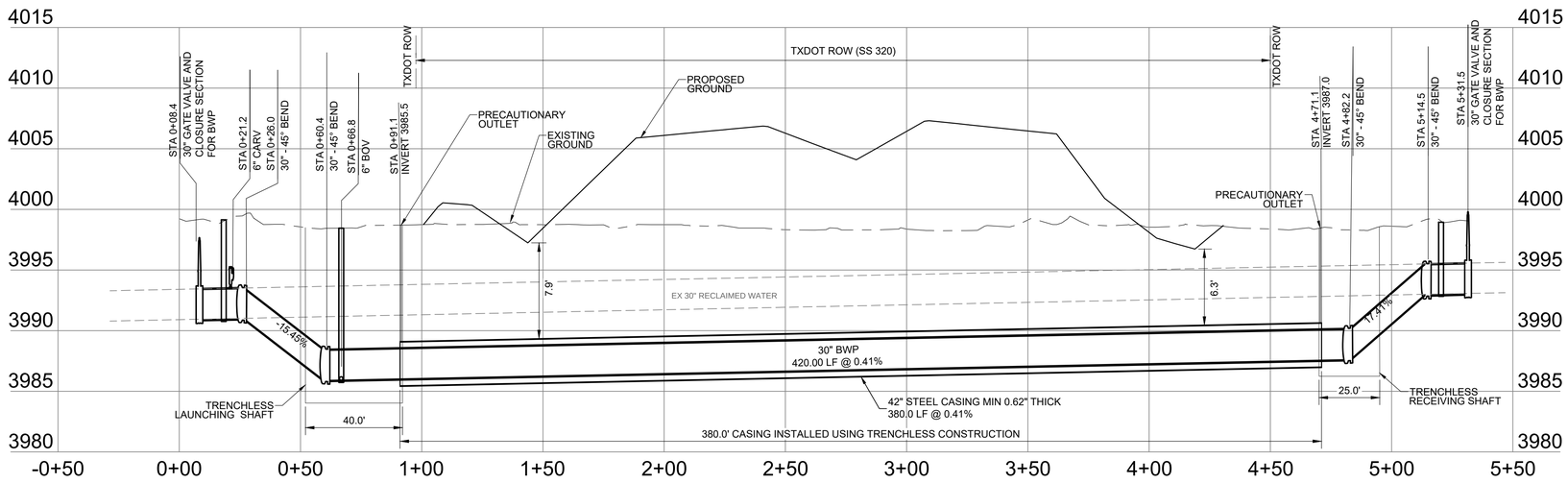
_____
Signature

John Balliew, President and CEO
Title



GENERAL NOTES:

1. CONTRACTOR IS TO INCLUDE UNIT COST FOR LINE STOPS TO BE INSTALLED. LINE STOPS ARE TO BE USED ONLY WHEN EXISTING VALVES CANNOT BE OPERATED TO PROVIDE ISOLATION.
2. SHAFT SIZES ARE SHOWN ARE INDICATIVE. CONTRACTOR TO SIZE AS REQUIRED.



NOT FOR CONSTRUCTION

NO.	DATE	REVISION	DR	CHK	APVD	BY
6	12/18/2025	ISSUED FOR REVIEW				
5	09/04/2025	ISSUED FOR REVIEW				
4	08/01/2025	ISSUED FOR REVIEW				
3	03/20/2025	ISSUED FOR REVIEW				
2	03/05/2025	ISSUED FOR REVIEW				
1	12/09/2024	ISSUED FOR REVIEW			APVD	

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EL PASO, TEXAS

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EW6 - 30-INCH RECLAIMED WATER PLAN AND PROFILE

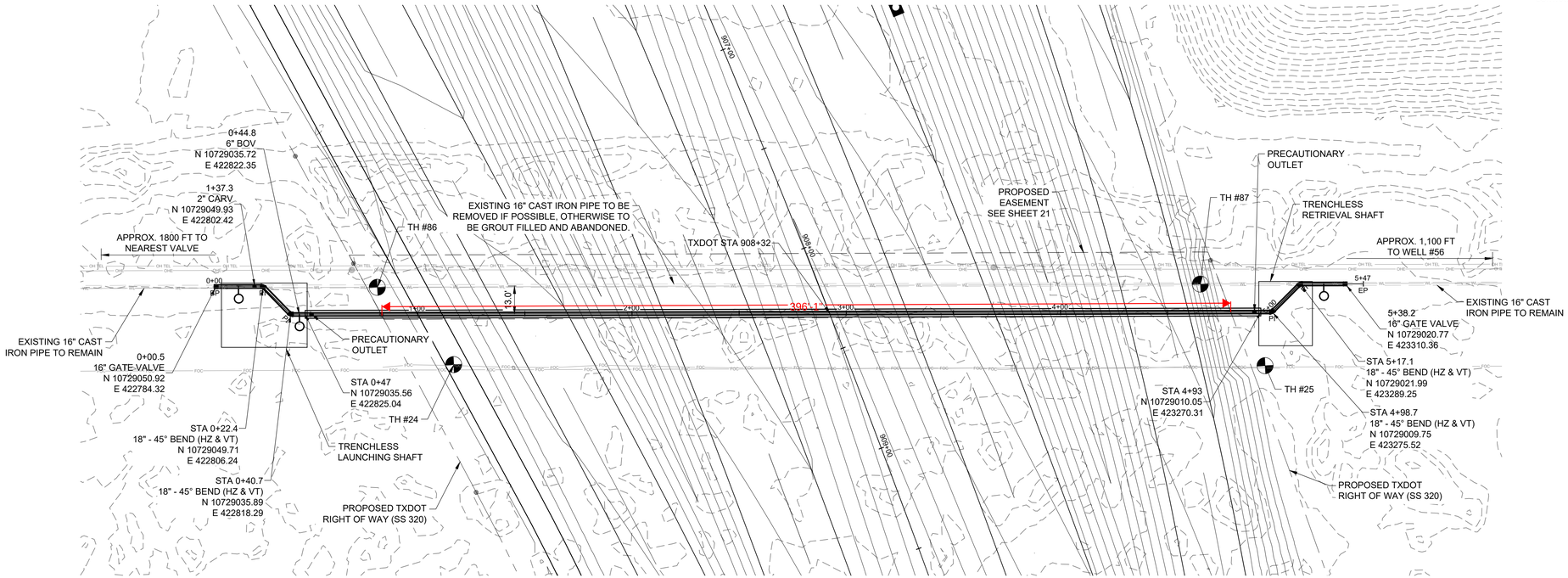
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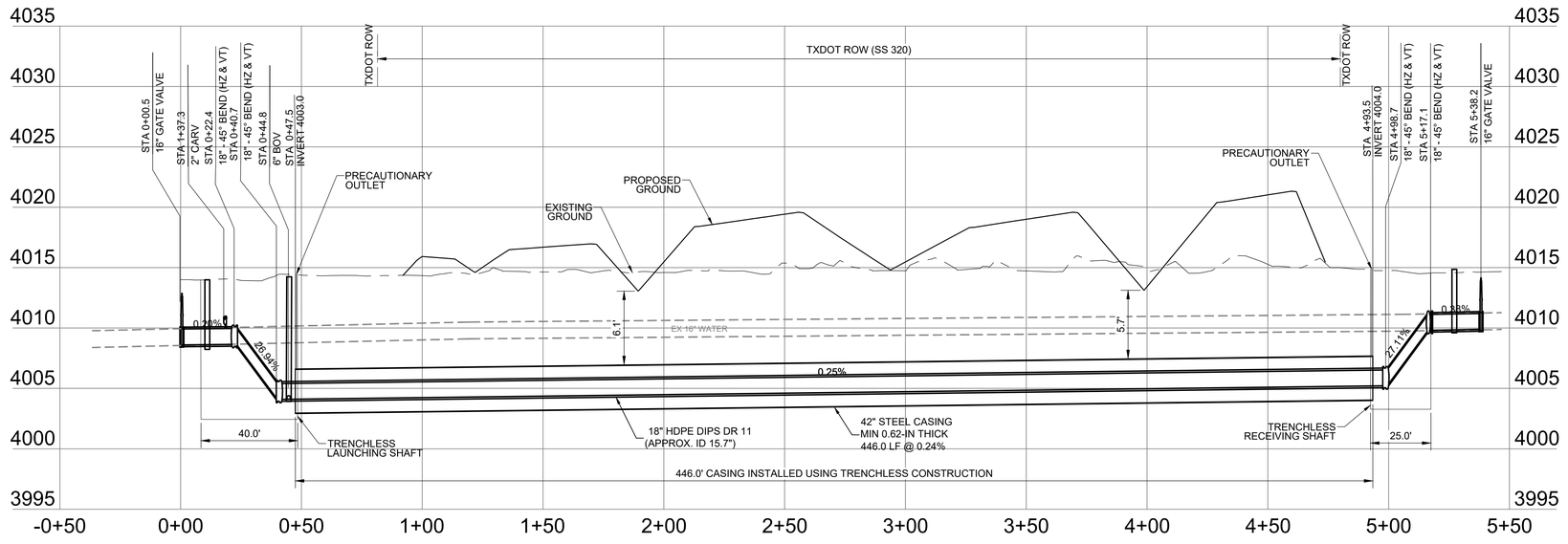
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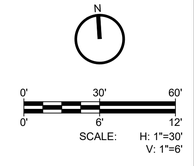
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SHEET 3 of 22

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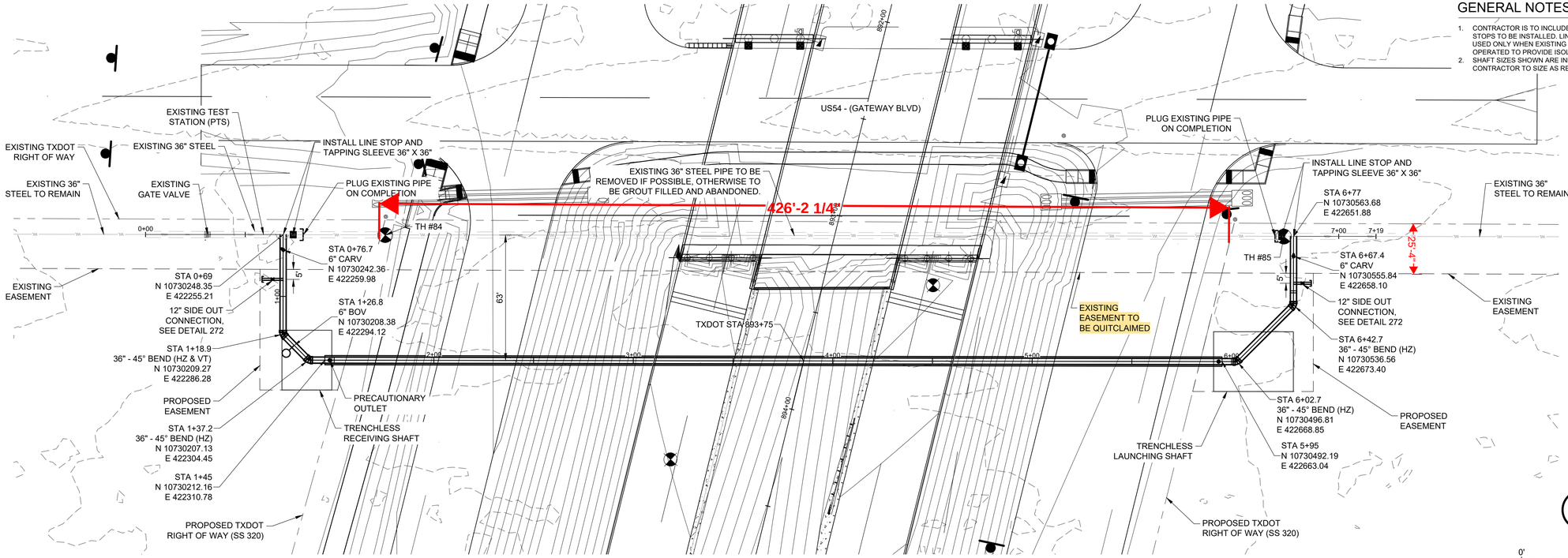
EW5 - 16-INCH WELL FLOW LINE PLAN AND PROFILE

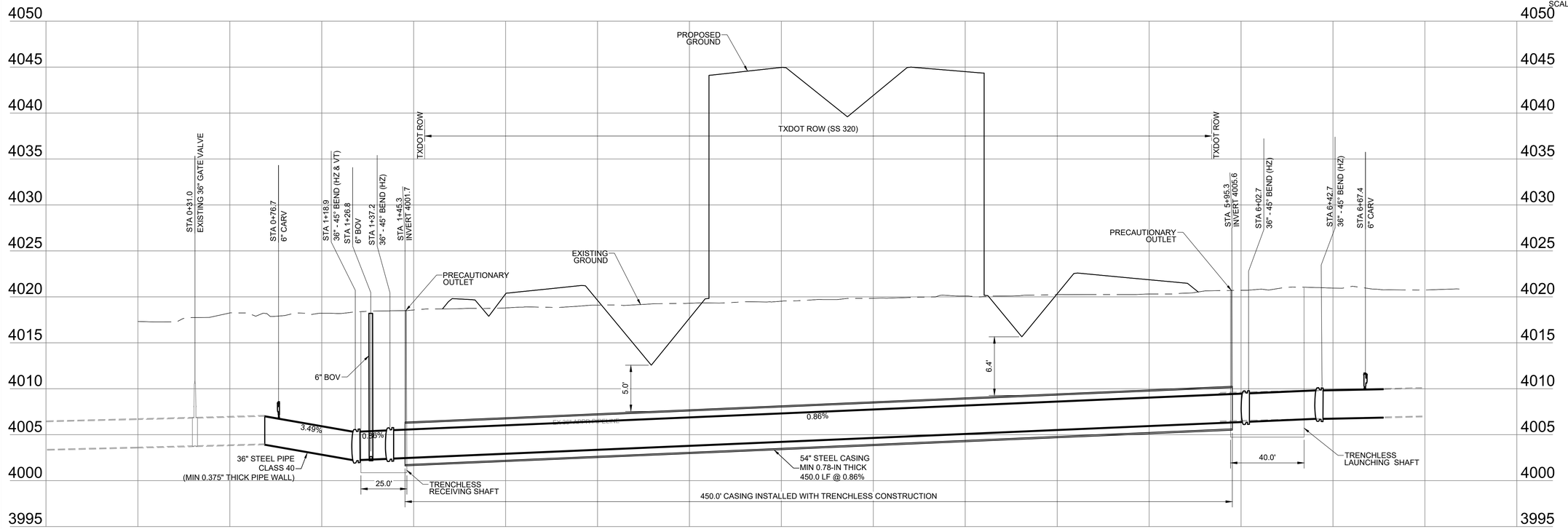
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7	09/17/2026	ISSUED FOR REVIEW					
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2	03/05/2025	ISSUED FOR REVIEW					

STATE OF TEXAS
MICHAEL ANCELL
90847
LICENSED PROFESSIONAL ENGINEER

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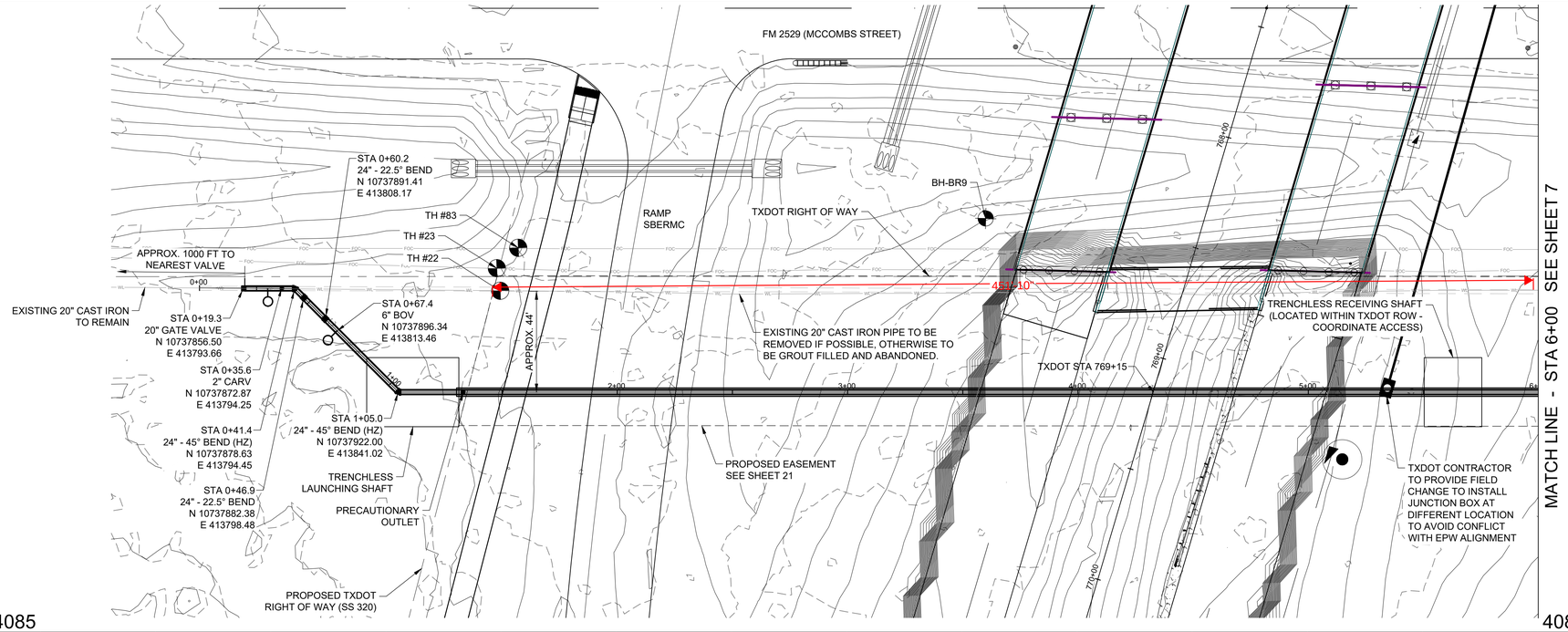
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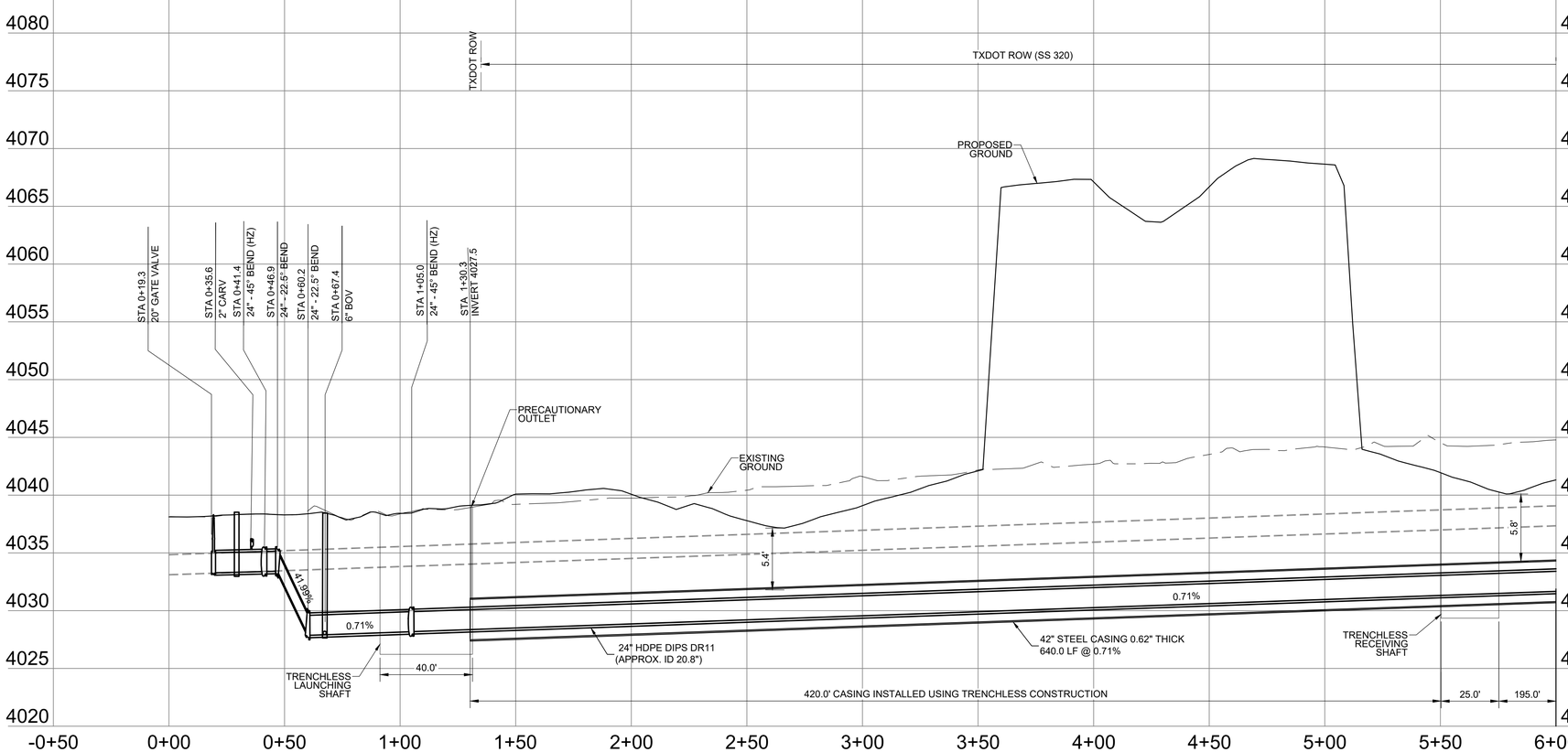
EW4 - 36-INCH POTABLE WATER PLAN AND PROFILE

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3. PROPOSED RECEIVING SHAFT IS LOCATED WITHIN TXDOT RIGHT-OF-WAY. THIS TEMPORARY OCCUPATION AND ACCESS TO WORK AREA WILL NEED TO BE COORDINATED WITH TXDOT AND THEIR CONTRACTOR.

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V: 1"=6'

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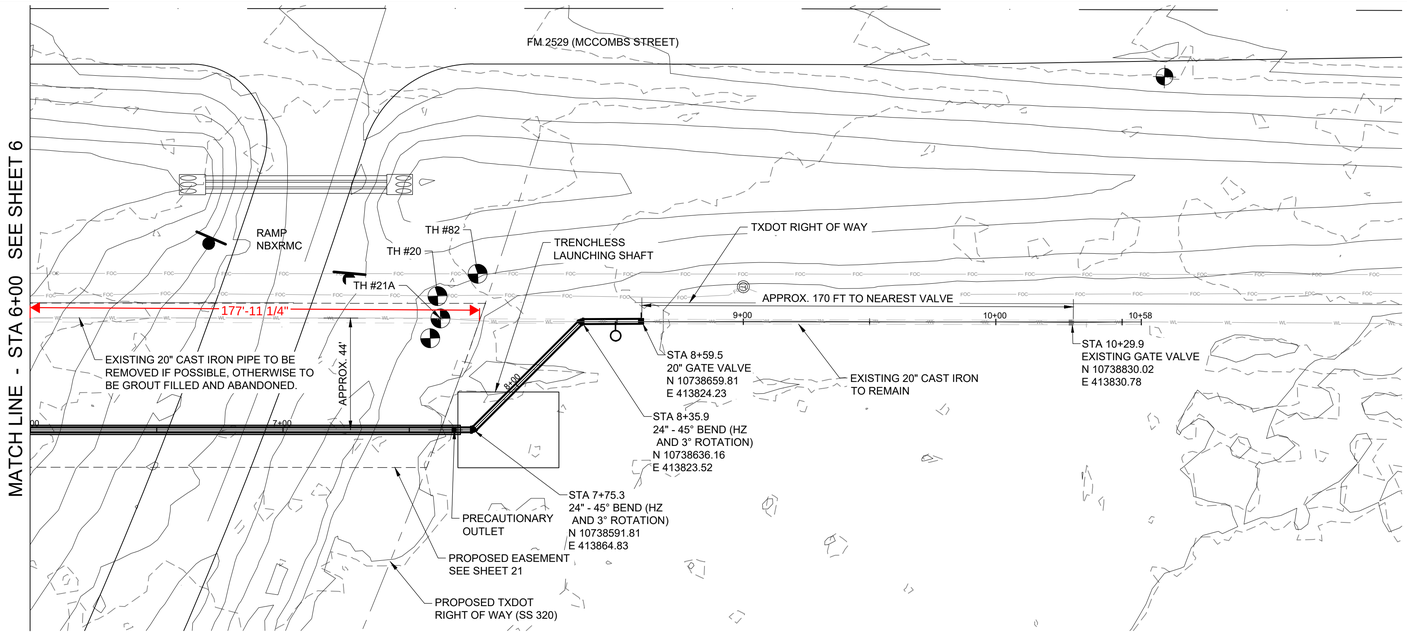
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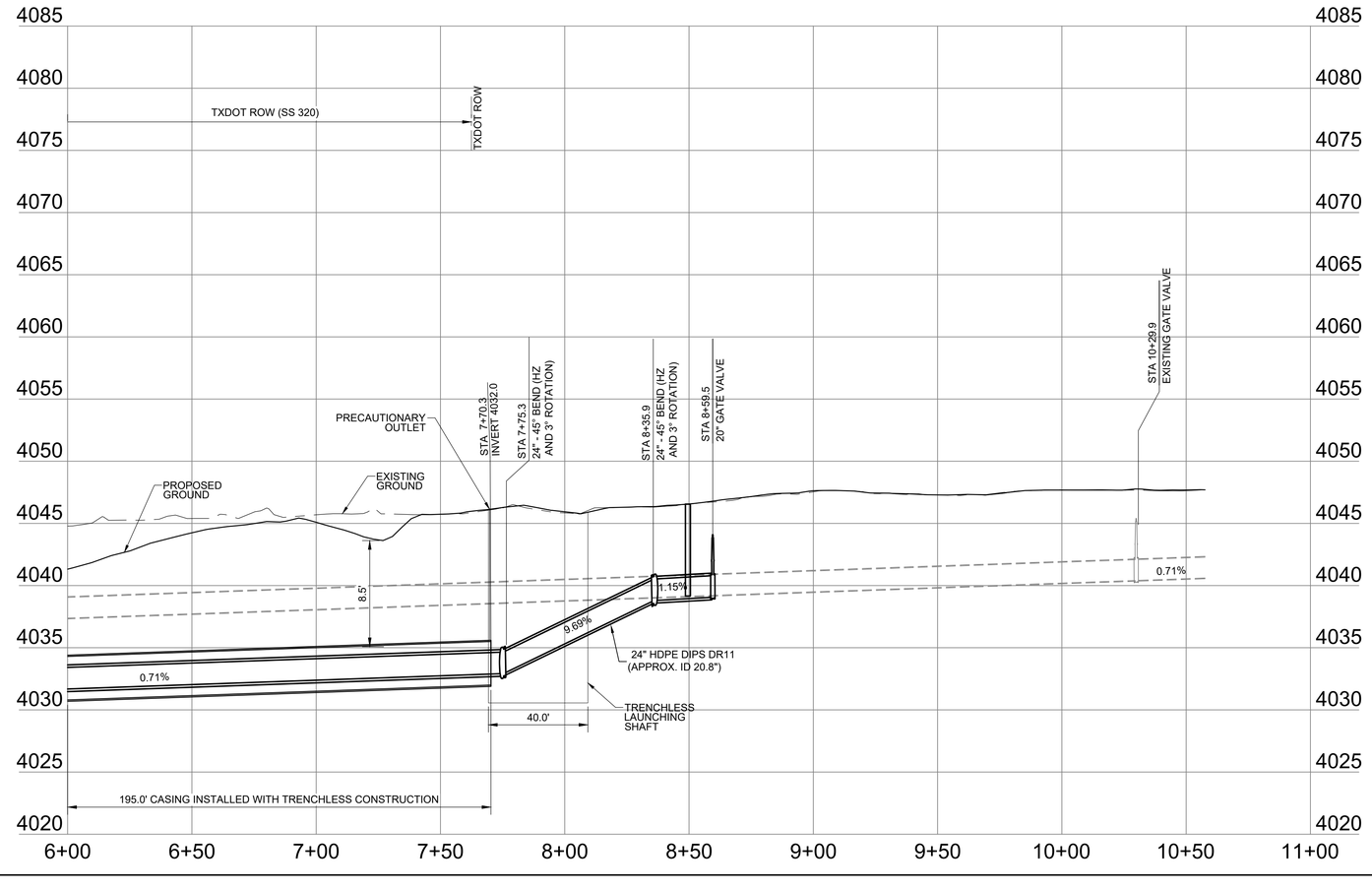
EW3 - 20-INCH WELL FLOW LINE PLAN AND PROFILE (SHEET 1 OF 2)

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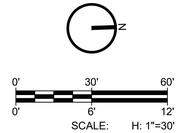
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1	12/09/2024	ISSUED FOR REVIEW					

DSGN

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REUSE OF DOCUMENTS:

el paso WATER

BORDERLAND EXPRESSWAY

PHASE II
EL PASO WATER
EL PASO, TEXAS

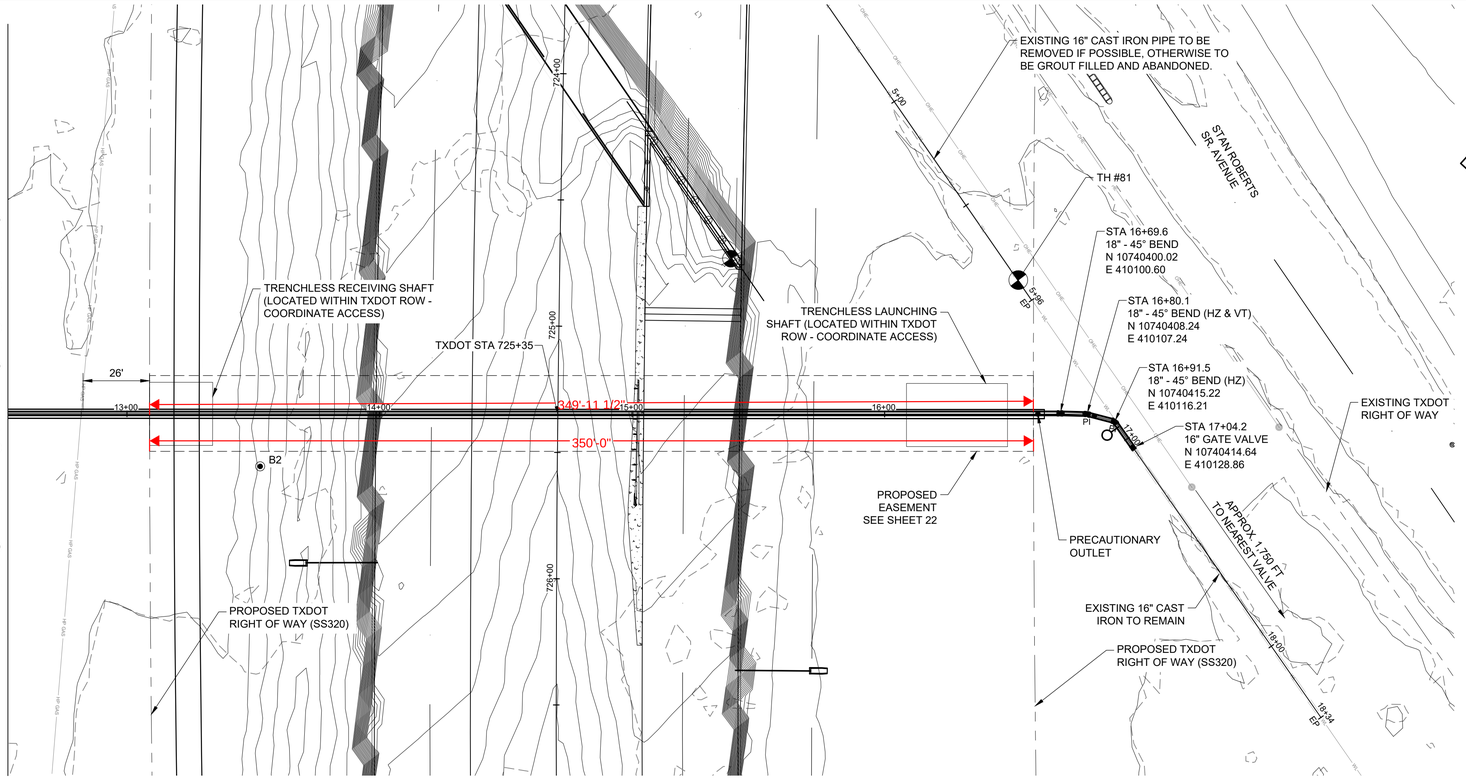
Jacobs
JACOBS ENGINEERING GROUP, INC
Texas Registered Engineering Firm F-2966

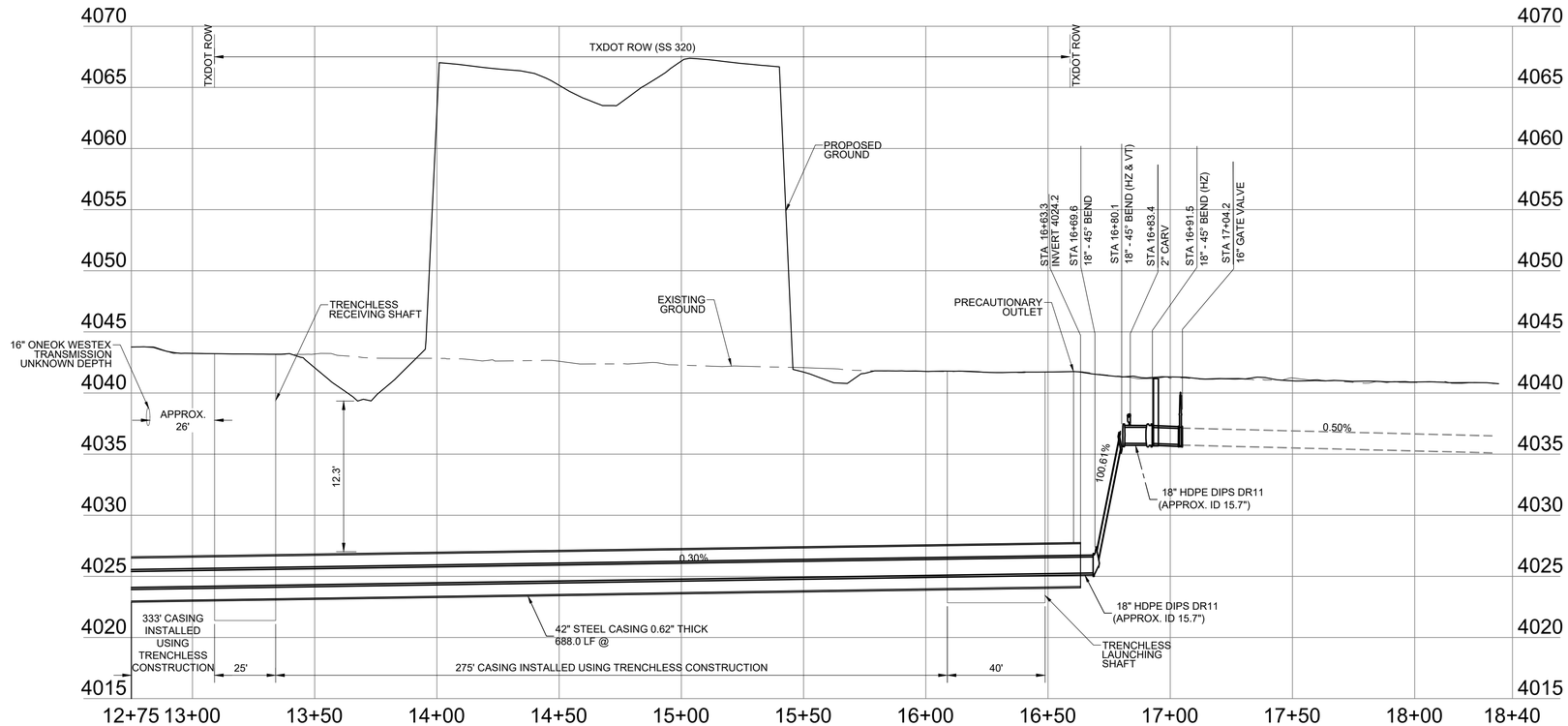
EW-3 - 20-INCH WELL FLOW LINE PLAN AND PROFILE (SHEET 2 OF 2)

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	
PROJ	WJXN4206
DWG	
SHEET	7 of 22





NOT FOR CONSTRUCTION

GENERAL NOTES:

1. ALL ELEVATION OF UTILITIES ARE APPROXIMATE ONLY.
2. ALL UTILITIES AFFECTED BY TRENCHLESS ALIGNMENT MUST BE VERIFIED WITH SUE LEVEL A PRIOR TO COMMENCING WORK.
3. SHAFT SIZES SHOWN ARE INDICATIVE. CONTRACTOR TO SIZE AS REQUIRED.
4. CONTRACTOR IS TO INCLUDE UNIT COST FOR LINE STOPS TO BE INSTALLED. LINE STOPS ARE TO BE USED ONLY WHEN EXISTING VALVES CANNOT BE OPERATED TO PROVIDE ISOLATION.
5. PROPOSED LAUNCHING AND RECEIVING SHAFTS ARE LOCATED WITHIN TXDOT RIGHT-OF-WAY. THIS TEMPORARY OCCUPATION AND ACCESS TO WORK AREA WILL NEED TO BE COORDINATED WITH TXDOT AND THEIR CONTRACTOR.

NO.	DATE	REVISION	DR	CHK	APVD	BY	APVD
6	12/18/2025	ISSUED FOR REVIEW					
5	09/04/2025	ISSUED FOR REVIEW					
4	08/01/2025	ISSUED FOR REVIEW					
3	03/20/2025	ISSUED FOR REVIEW					
2	03/05/2025	ISSUED FOR REVIEW					
1	12/09/2024	ISSUED FOR REVIEW					

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REUSE OF DOCUMENTS:

el paso WATER

BORDERLAND EXPRESSWAY

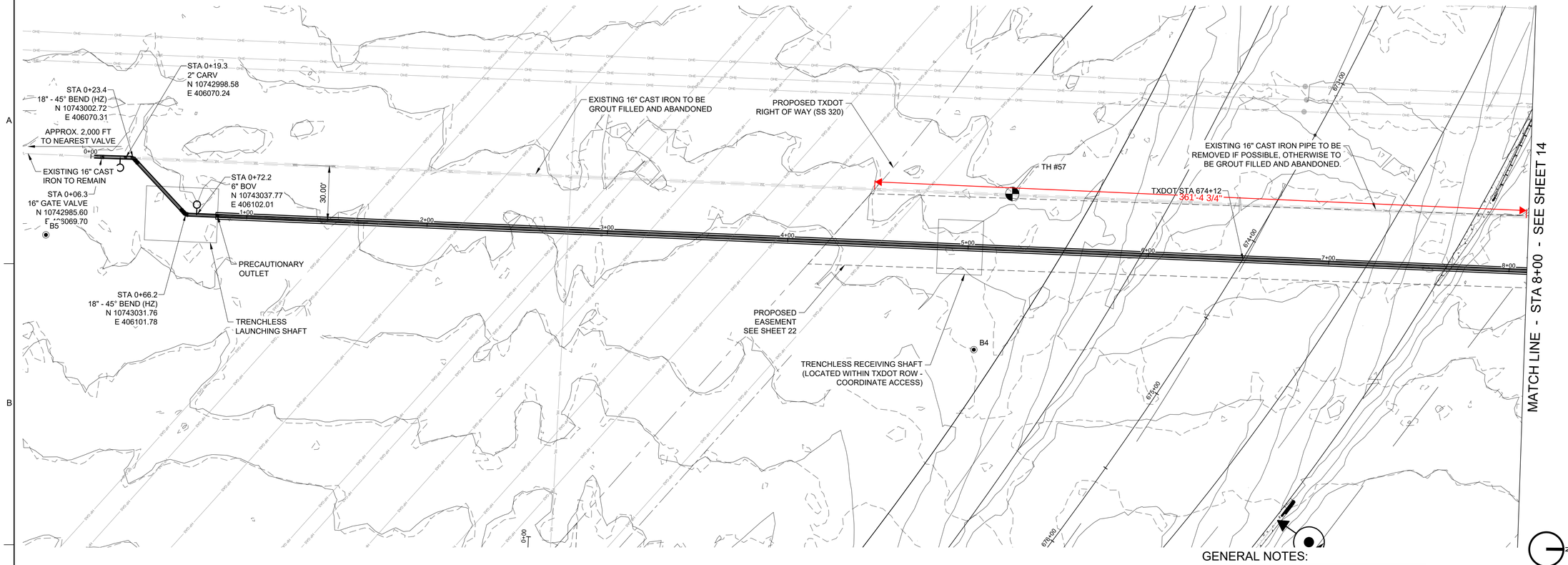
PHASE II
EL PASO WATER
EL PASO, TEXAS

Jacobs
JACOBS ENGINEERING GROUP, INC.
Texas Registered Engineering Firm F-2566

EW2 - 16 INCH WELL FLOW LINE PLAN AND PROFILE (SHEET 3 OF 3)

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

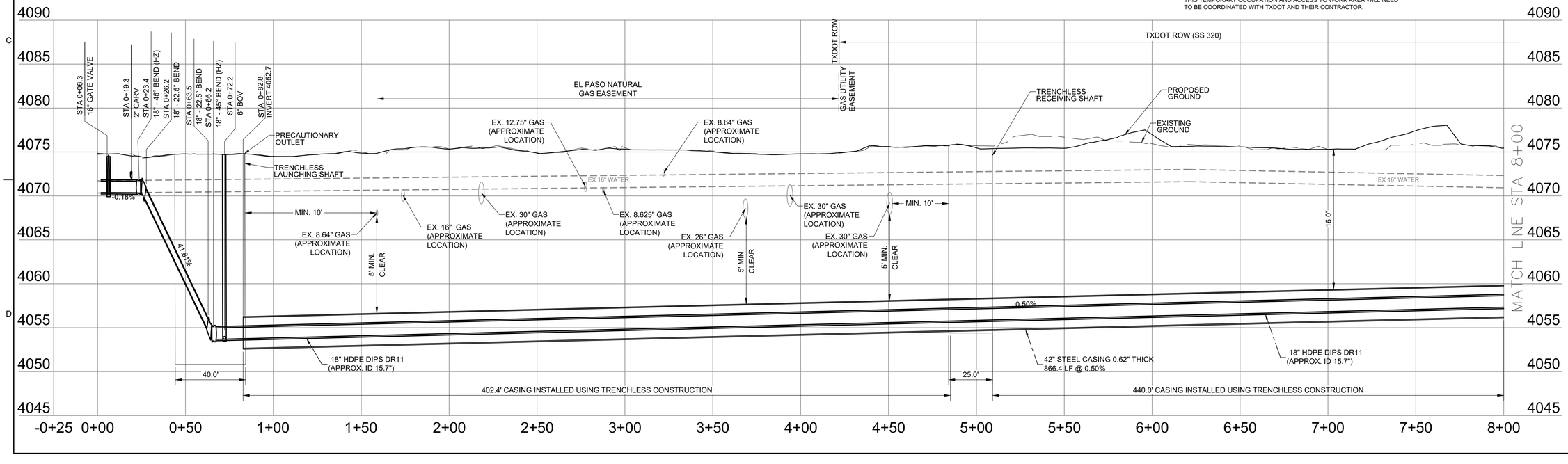
DATE	
PROJ	WJXN4206
DWG	
SHEET	10 of 22



GENERAL NOTES:

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2. ALL UTILITIES AFFECTED BY TRENCHLESS ALIGNMENT MUST BE VERIFIED WITH SUE LEVEL A PRIOR TO COMMENCING WORK.
3. SHAFT SIZES SHOWN ARE INDICATIVE. CONTRACTOR TO SIZE AS REQUIRED.
4. CONTRACTOR IS TO INCLUDE UNIT COST FOR LINE STOPS TO BE INSTALLED. LINE STOPS ARE TO BE USED ONLY WHEN EXISTING VALVES CANNOT BE OPERATED TO PROVIDE ISOLATION.
5. PROPOSED RECEIVING SHAFT IS LOCATED WITHIN TXDOT RIGHT-OF-WAY. THIS TEMPORARY OCCUPATION AND ACCESS TO WORK AREA WILL NEED TO BE COORDINATED WITH TXDOT AND THEIR CONTRACTOR.

0' 30' 60'
0' 6' 12'
SCALE: H: 1"=30'
V: 1"=6'



NOT FOR CONSTRUCTION

NO.	DATE	REVISION	DR	CHK	APVD	BY	APVD
6	12/18/2025	ISSUED FOR REVIEW					
5	09/04/2025	ISSUED FOR REVIEW					
4	08/01/2025	ISSUED FOR REVIEW					
3	03/20/2025	ISSUED FOR REVIEW					
2	03/05/2025	ISSUED FOR REVIEW					
1	12/09/2024	ISSUED FOR REVIEW					

DSGN

el paso WATER

BORDERLAND EXPRESSWAY

PHASE II
EL PASO WATER
EL PASO, TEXAS

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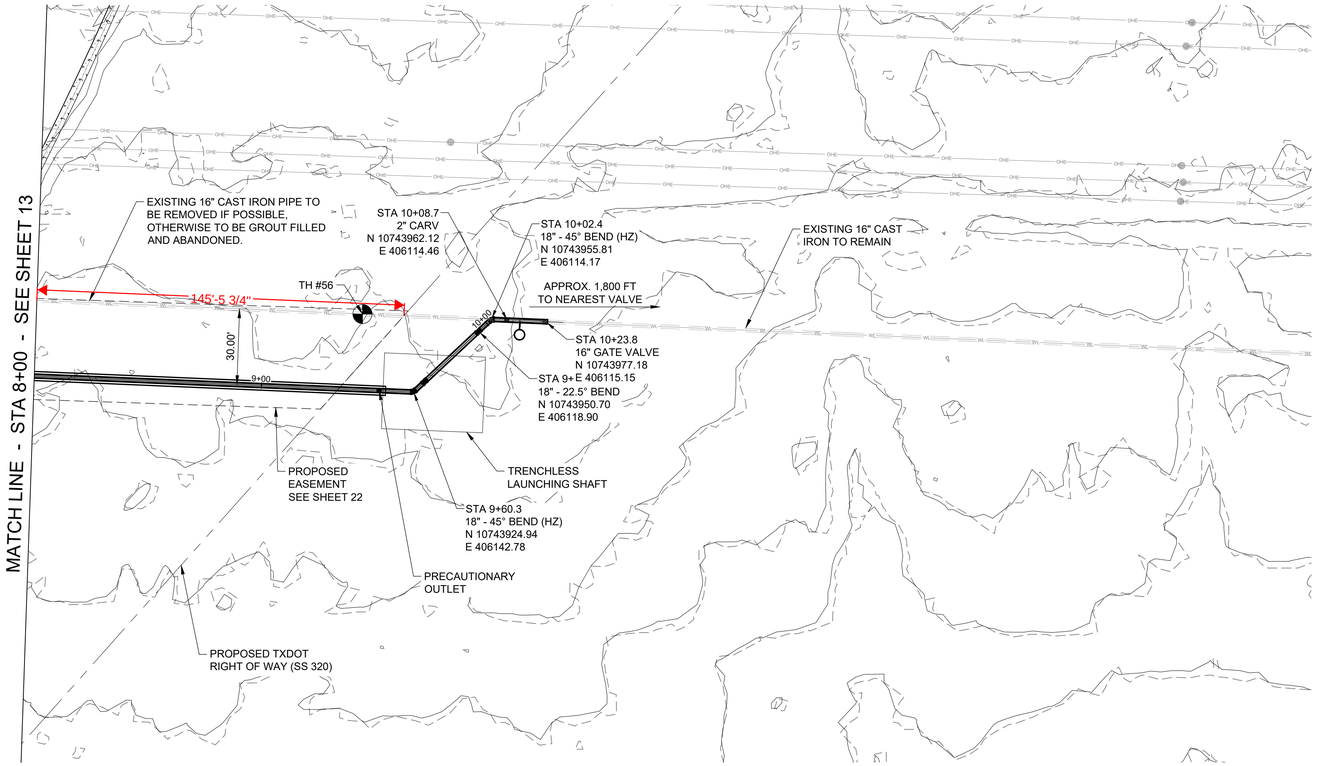
EW1 - 16 INCH WELL FLOW LINE PLAN AND PROFILE (SHEET 1 OF 2)

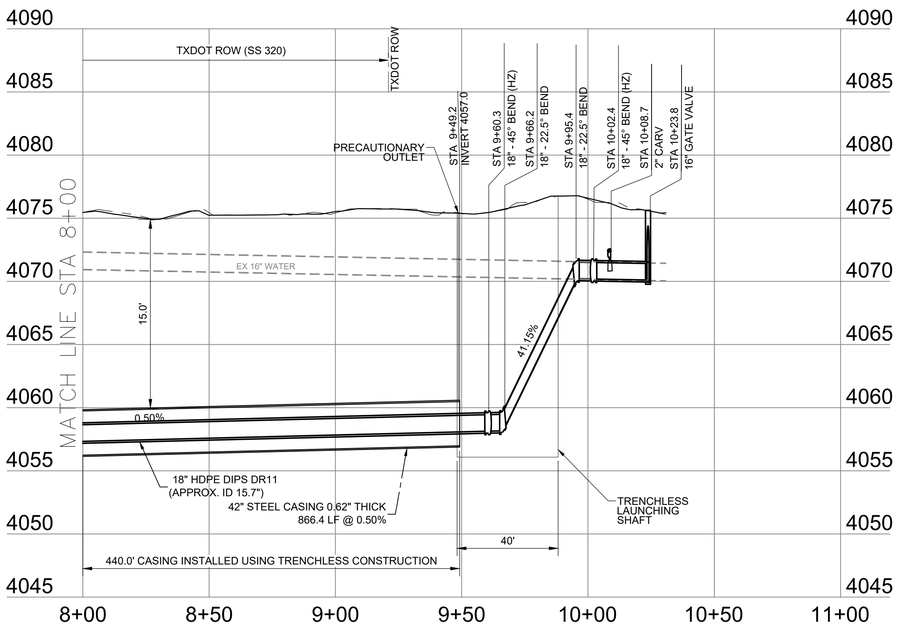
VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	
PROJ	WJXN4206
DWG	
SHEET	13 of 22

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6. PROPOSED RECEIVING SHAFT IS LOCATED WITHIN TXDOT RIGHT-OF-WAY. THIS TEMPORARY OCCUPATION AND ACCESS TO WORK AREA WILL NEED TO BE COORDINATED WITH TXDOT AND THEIR CONTRACTOR.

N

0' 30' 60'
0' 6' 12'
SCALE: H: 1"=30'
V: 1"=6'

NOT FOR CONSTRUCTION

NO.	DATE	REVISION	DR	CHK	APVD	BY	APVD
6	12/18/2025	ISSUED FOR REVIEW					
5	09/04/2025	ISSUED FOR REVIEW					
4	08/01/2025	ISSUED FOR REVIEW					
3	03/20/2025	ISSUED FOR REVIEW					
2	03/05/2025	ISSUED FOR REVIEW					
1	12/09/2024	ISSUED FOR REVIEW					
DSGN							

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el paso WATER

BORDERLAND EXPRESSWAY

PHASE II
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EL PASO, TEXAS

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EW1 - 16 INCH WELL FLOW LINE PLAN AND PROFILE (SHEET 2 OF 2)

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VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	
PROJ	WJXN4206
DWG	
SHEET	14 of 22

N

NORTHEAST PARKWAY
RIGHT OF WAY

RW03
RW03A

056

OB01

RW01A
RW01

RW04

OB04A

RW02A
RW02

7 - POLES REMOVED

14 - POLES TOPPED OFF

3 - POLES TOPPED OFF
(TXDOT REIMBURSEMENT)

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el paso WATER

DATE 8/11/2026
SHT 1 OF 1

JOB NO.
ACC'T NO.

DRAWN BY A.G.
CHECKED BY F.H.2

SCALE 1" = 300'

Northeast Parkway EPW Poles
Recharge Wells

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

Utility Adjustment for TxDOT Project

TXDOT STANDARD SUA ESTIMATE

City of El Paso Public Service Board (EPWater)
SS 320

RCSJ: 0665-02-007
ROW Project ID (TxC): R00010298
Utility ID#: U00022712

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 7). Applies to All "EA" or "LS" items.

Internally Supplied Materials - documented with Certified Ledger

	Line Item / Item Description	Unit	Quantity	$/Unit	Total
*					$ -
X	Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -
	OVERHEAD (%)	Enter % if applicable			$ -
				SUBTOTAL	$ -

Externally Acquired Materials - documented with Invoices and/or Checks

	Line Item / Item Description	Unit	Quantity	$/Unit	Total
	EW1: Well Flow Line (Sheets 13-14)				
*	3.8 42" Steel Casing for Trenchless Bore	LF	868	$ 1,155.00	$ 1,002,540.00
	3.9 18" HDPE DIPS DR11	LF	1023	$ 210.00	$ 214,830.00
*	3.10 16" Gate Valve with Manhole	EA	2	$ 24,500.00	$ 49,000.00
	3.11 2" CARV with Manhole	EA	2	$ 21,000.00	$ 42,000.00
	3.12 6" BOV with Manhole	EA	1	$ 28,000.00	$ 28,000.00
*	3.14 16" Line Stops	EA	2	$ 35,000.00	$ 70,000.00
	3.15 Connection Fittings to Existing System	EA	2	$ 21,000.00	$ 42,000.00
	3.16 Grout for Abandonment of Existing 16" Waterline	LF	1000	$ 21.00	$ 21,000.00
	EW2: 16" Well Flow Line (Sheets 8-10)				
*	3.21 42" Steel Casing, Min. 0.62" Wall for Trenchless Bore	LF	689	$ 1,155.00	$ 795,795.00
	3.22 18" HDPE DIPS DR11	LF	1705	$ 210.00	$ 358,050.00
*	3.23 16" Gate Valve with Manhole	EA	2	$ 24,500.00	$ 49,000.00
	3.24 2" CARV with Manhole	EA	2	$ 21,000.00	$ 42,000.00
	3.25 6" BOV with Manhole	EA	1	$ 28,000.00	$ 28,000.00
2 *	3.27 16" Line Stops	EA	2	$ 35,000.00	$ 70,000.00
	3.28 Connection Fittings to Existing System	EA	2	$ 21,000.00	$ 42,000.00
	3.29 Grout for Abandonment of Existing 16" Waterline	LF	1150	$ 21.00	$ 24,150.00
	EW3: 20" Well Flow Line (Sheets 6-7)				
*	3.34 42" Steel Casing, Min. 0.62" Wall for Trenchless Bore	LF	640	$ 1,155.00	$ 739,200.00
	3.35 24" HDPE DIPS DR11	LF	860	$ 245.00	$ 210,700.00
*	3.36 20" Gate Valve with Manhole	EA	2	$ 45,500.00	$ 91,000.00
	3.37 2" CARV with Manhole	EA	2	$ 21,000.00	$ 42,000.00
	3.38 6" BOV with Manhole	EA	1	$ 35,000.00	$ 35,000.00
*	3.40 20" Line Stops	EA	2	$ 38,500.00	$ 77,000.00
	3.41 Connection Fittings to Existing System	EA	2	$ 22,400.00	$ 44,800.00
	3.42 Grout for Abandonment of Existing 20" Waterline	LF	820	$ 31.50	$ 25,830.00
					$ -
	EW4: 36" Potable Water Main (Sheet 5)				$ -
	3.47 54" Steel Casing, Min. 0.78" Wall, Trenchless Bore	LF	450	$ 1,525.30	$ 686,385.00
*	3.48 36" Steel Pipe Class 40 .375" Wall (welded)	LF	608	$ 700.00	$ 425,600.00
	3.49 6" CARV with Manhole	EA	2	$ 28,000.00	$ 56,000.00
	3.50 6" BOV with Manhole	EA	1	$ 35,000.00	$ 35,000.00
*	3.52 36" Line Stops	EA	2	$ 49,000.00	$ 98,000.00

	3.53 Connection to Existing (36"x36" Tapping Sleeves with Valves)	EA	2	$	140,000.00	$ 280,000.00
	3.54 Grout for Abandonment of Existing 36" Waterline	LF	487	$	84.00	$ 40,908.00
	EW5: 16" Well Flow Line (Sheet 4)					
	3.59 42" Steel Casing, Min. 0.62" Wall, Trenchless Bore	LF	446	$	1,242.50	$ 554,155.00
	3.60 18" HDPE DIPS DR11	LF	540	$	210.00	$ 113,400.00
*	3.61 16" Gate Valve with Manhole	EA	2	$	24,500.00	$ 49,000.00
	3.62 2" CARV with Manhole	EA	2	$	21,000.00	$ 42,000.00
	3.63 6" BOV with Manhole	EA	1	$	28,000.00	$ 28,000.00
*	3.65 16" Line Stops	EA	2	$	35,000.00	$ 70,000.00
	3.66 Connection Fittings to Existing System	EA	2	$	21,000.00	$ 42,000.00
	3.67 Grout for Abandonment of Existing 16" Waterline	LF	500	$	35.00	$ 17,500.00
	EW6: 30" Reclaimed Waterline (Sheet 3)					
*	3.72 42" Steel Casing, Min. 0.62" Wall, Trenchless Bore	LF	380	$	1,242.50	$ 472,150.00
	3.73 30" Bar Wrapped Pipe (BWP)	LF	532	$	665.00	$ 353,780.00
*	3.74 30" Gate Valve with Manhole	EA	2	$	105,000.00	$ 210,000.00
	3.75 6" CARV with Manhole	EA	2	$	28,000.00	$ 56,000.00
	3.76 6" BOV with Manhole	EA	1	$	35,000.00	$ 35,000.00
*	3.78 30" Line Stops	EA	2	$	49,000.00	$ 98,000.00
	3.79 Connection Fittings to Existing System	EA	2	$	24,500.00	$ 49,000.00
	3.80 Grout for Abandonment of Existing 36" Waterline	LF	400	$	70.00	$ 28,000.00
X	Select this row and Insert to add rows. Drag to fill formulas from top cell.					$ -
					SUBTOTAL	$ 7,983,773.00
					MATERIALS SUBTOTAL	$ 7,983,773.00

* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.

** Indicated items are declared construction materials and/or manufactured products for which the utility ensures DOMESTIC ORIGIN. (BABA COMPLIANCE)

X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of $2,500, or .1% of the project total cost, whichever is greater. Sum of De Minimus Items $0.00

Internal Labor Costs - documented with Certified Time Sheets or Certified Ledger

Line Item / Item Description	Unit	Quantity	$/Unit	Total
				$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -
OVERHEAD (%)	Enter % if applicable		0.00%	$ -
			SUBTOTAL	$ -

External Labor Costs - documented with Invoices and / or checks

Line Item / Item Description	Unit	Quantity	$/Unit	Total
General Requirements				
3.1 Mobilization and Demobilization	LS	1	$ 74,300.00	$ 74,300.00
EW1: Well Flow Line (Sheets 13-14)				
3.6 SUE Level A Verificaion at Crossing	LS	1	$ 67,500.00	$ 67,500.00
3.7 Excavate Launching and Receiving Pits	EA	3	$ 55,000.00	$ 165,000.00
3.8 42" Steel Casing, Trenchless Bore	LF	868	$ 495.00	$ 429,660.00

3.9 18" HDPE DIPS DR11	LF	1023	$ 90.00	$ 92,070.00
3.10 16" Gate Valve with Manhole	EA	2	$ 10,500.00	$ 21,000.00
3.11 2" CARV with Manhole	EA	2	$ 9,000.00	$ 18,000.00
3.12 6" BOV with Manhole	EA	1	$ 12,000.00	$ 12,000.00
3.13 Hydrostatic Testing and Bac-T	LS	1	$ 10,000.00	$ 10,000.00
3.14 16" Line Stops	EA	2	$ 15,000.00	$ 30,000.00
3.15 Connection to Existing System	EA	2	$ 9,000.00	$ 18,000.00
3.16 Grout fill and Abandoned Existing 16" Waterline	LF	1000	$ 9.00	$ 9,000.00
3.17 Backfill and Site Restoration	LS	1	$ 50,000.00	$ 50,000.00
EW2: 16" Well Flow Line (Sheets 8-10)				
3.19 SUE Level A Verification at Crossing (Utility/Gas Clearance)	LS	1	$ 102,500.00	$ 102,500.00
3.20Excavate Launching and Receiving Pits	EA	3	$ 70,000.00	$ 210,000.00
3.21 42" Steel Casing, Min. 0.62" Wall, Trenchless Bore	LF	689	$ 495.00	$ 341,055.00
3.22 18" HDPE DIPS DR11	LF	1705	$ 90.00	$ 153,450.00
3.23 16" Gate Valve with Manhole	EA	2	$ 10,500.00	$ 21,000.00
3.24 2" CARV with Manhole	EA	2	$ 9,000.00	$ 18,000.00
3.25 6" BOV with Manhole	EA	1	$ 12,000.00	$ 12,000.00
3.26 Hydrostatic Testing and Bac-T	LS	1	$ 10,000.00	$ 10,000.00
3.27 16" Line Stops	EA	2	$ 15,000.00	$ 30,000.00
3.28 Connection to Existing	EA	2	$ 9,000.00	$ 18,000.00
3.29 Grout fill and Abandoned Existing 16" Waterline	LF	1150	$ 9.00	$ 10,350.00
3.30 Backfill and Site Restoration	LS	1	$ 50,000.00	$ 50,000.00
EW3: 20" Well Flow Line (Sheets 6-7)				
3.32 SUE Level A Verification at Crossing (Utility/Gas Clearance)	LS	1	$ 17,500.00	$ 17,500.00
3.33 Excavate Launching and Receiving Pits	EA	3	$ 65,000.00	$ 195,000.00
3.34 42" Steel Casing, Min. 0.62" Wall, Trenchless Bore	LF	640	$ 495.00	$ 316,800.00
3.35 24" HDPE DIPS DR11	LF	860	$ 105.00	$ 90,300.00
3.36 20" Gate Valve with Manhole	EA	2	$ 19,500.00	$ 39,000.00
3.37 2" CARV with Manhole	EA	2	$ 9,000.00	$ 18,000.00
3.38 6" BOV with Manhole	EA	1	$ 15,000.00	$ 15,000.00
3.39 Hydrostatic Testing and Bac-T	LS	1	$ 10,000.00	$ 10,000.00
3.40 20" Line Stops	EA	2	$ 16,500.00	$ 33,000.00
3.41 Connection to Existing	EA	2	$ 9,600.00	$ 19,200.00
3.42 Grout fill and Abandoned Existing 20" Waterline	LF	820	$ 13.50	$ 11,070.00
3.43 Backfill and Site Restoration	LS	1	$ 50,000.00	$ 50,000.00
EW4: 36" Potable Water Main (Sheet 5)				
3.45 SUE Level A Verification at Crossing (Utility/Gas Clearance)	LS	1	$ 17,500.00	$ 17,500.00
3.46 Excavate Launching and Receiving Pits	EA	2	$ 65,000.00	$ 130,000.00
3.47 54" Steel Casing, Min. 0.78" Wall, Trenchless Bore	LF	450	$ 653.70	$ 294,165.00
3.48 36" Steel Pipe Class 40 .375" Wall (welded)	LF	608	$ 300.00	$ 182,400.00
3.49 6" CARV with Manhole	EA	2	$ 12,000.00	$ 24,000.00
3.50 6" BOV with Manhole	EA	1	$ 15,000.00	$ 15,000.00
3.51 Hydrostatic Testing and Bac-T	LS	1	$ 10,000.00	$ 10,000.00
3.52 36" Line Stops	EA	2	$ 21,000.00	$ 42,000.00
3.53 Connection to Existing (36"x36" Tapping Sleeves with Valves)	EA	2	$ 60,000.00	$ 120,000.00
3.54 Grout fill and Abandoned Existing 36" Waterline	LF	487	$ 36.00	$ 17,532.00

3.55 Backfill and Site Restoration	LS	1	$	50,000.00	$ 50,000.00
EW5: 16" Well Flow Line (Sheet 4)					
3.57 SUE Level A Verification at Crossing (Utility/Gas Clearance)	LS	1	$	17,500.00	$ 17,500.00
3.58 Excavate Launching and Receiving Pits	EA	2	$	55,000.00	$ 110,000.00
3.59 42" Steel Casing, Min. 0.62" Wall, Trenchless Bore	LF	446	$	532.50	$ 237,495.00
3.60 18" HDPE DIPS DR11	LF	540	$	90.00	$ 48,600.00
3.61 16" Gate Valve with Manhole	EA	2	$	10,500.00	$ 21,000.00
3.62 2" CARV with Manhole	EA	2	$	9,000.00	$ 18,000.00
3.63 6" BOV with Manhole	EA	1	$	12,000.00	$ 12,000.00
3.64 Hydrostatic Testing and Bac-T	LS	1	$	10,000.00	$ 10,000.00
3.65 16" Line Stops	EA	2	$	15,000.00	$ 30,000.00
3.66 Connection to Existing	EA	2	$	9,000.00	$ 18,000.00
3.67 Grout fill and Abandoned Existing 16" Waterline	LF	500	$	15.00	$ 7,500.00
3.68 Backfill and Site Restoration	LS	1	$	50,000.00	$ 50,000.00
EW6: 30" Reclaimed Waterline (Sheet 3)					
3.70 SUE Level A Verification at Crossing (Utility/Gas Clearance)	LS	1	$	17,500.00	$ 17,500.00
3.71 Excavate Launching and Receiving Pits	EA	2	$	55,000.00	$ 110,000.00
3.72 42" Steel Casing, Min. 0.62" Wall, Trenchless Bore	LF	380	$	532.50	$ 202,350.00
3.73 30" Bar Wrapped Pipe (BWP)	LF	532	$	285.00	$ 151,620.00
3.74 30" Gate Valve with Manhole	EA	2	$	45,000.00	$ 90,000.00
3.75 6" CARV with Manhole	EA	2	$	12,000.00	$ 24,000.00
3.76 6" BOV with Manhole	EA	1	$	15,000.00	$ 15,000.00
3.77 Hydrostatic Testing and Bac-T	LS	1	$	10,000.00	$ 10,000.00
3.78 30" Line Stops	EA	2	$	21,000.00	$ 42,000.00
3.79 Connection to Existing	EA	2	$	10,500.00	$ 21,000.00
3.80 Grout fill and Abandoned Existing 36" Waterline	LF	400	$	30.00	$ 12,000.00
3.81 Backfill and Site Restoration	LS	1	$	50,000.00	$ 50,000.00
Longhorn Electrical Services Inc.					
remove wire/cap off 3 OH poles					
Electrician	HR	88	$	78.00	$ 6,864.00
Apprentice	HR	88	$	65.00	$ 5,720.00
Bucket Trucks	EA	1	$	2,000.00	$ 2,000.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.					$ -
				SUBTOTAL	$ 5,030,501.00
				LABOR SUBTOTAL	$ 5,030,501.00

Internal Engineering - Costs Documented with Certified Timesheets or Certified Ledger

Line Item / Item Description	Unit	Quantity	$/Unit	Total
PROJECT MANAGEMENT				
Coordination Meetings	HR	50	$ 50.00	$ 2,500.00
Submittals, RFI's	HR	70	$ 50.00	$ 3,500.00
Emergencies	HR	30	$ 120.00	$ 3,600.00
Substantial Completion	HR	8	$ 50.00	$ 400.00
Project Closeout	HR	8	$ 50.00	$ 400.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -

				SUBTOTAL	$	10,400.00
Internal Survey / Landman						
					$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					$	-
				SUBTOTAL	$	-
Internal Inspection						
EW1					$	-
Crew Operate Valve	HR	8	$	125.00	$	1,000.00
Standby Crew	HR	20	$	250.00	$	5,000.00
Field Crew	HR	20	$	80.00	$	1,600.00
Substantial Walkthru	HR	4	$	80.00	$	320.00
Final Walkthru	HR	4	$	80.00	$	320.00
Emergencies	HR	50	$	160.00	$	8,000.00
EW2						
Crew Operate Valve	HR	8	$	125.00	$	1,000.00
Standby Crew	HR	20	$	250.00	$	5,000.00
Field Crew	HR	20	$	80.00	$	1,600.00
Substantial Walkthru	HR	4	$	80.00	$	320.00
Final Walkthru	HR	4	$	80.00	$	320.00
Emergencies	HR	50	$	160.00	$	8,000.00
EW3						
Crew Operate Valve	HR	8	$	125.00	$	1,000.00
Standby Crew	HR	20	$	250.00	$	5,000.00
Field Crew	HR	20	$	80.00	$	1,600.00
Substantial Walkthru	HR	4	$	80.00	$	320.00
Final Walkthru	HR	4	$	80.00	$	320.00
Emergencies	HR	50	$	160.00	$	8,000.00
EW4						
Crew Operate Valve	HR	8	$	125.00	$	1,000.00
Standby Crew	HR	20	$	250.00	$	5,000.00
Field Crew	HR	20	$	80.00	$	1,600.00
Substantial Walkthru	HR	4	$	80.00	$	320.00
Final Walkthru	HR	4	$	80.00	$	320.00
Emergencies	HR	50	$	160.00	$	8,000.00
EW5						
Crew Operate Valve	HR	8	$	125.00	$	1,000.00
Standby Crew	HR	20	$	250.00	$	5,000.00
Field Crew	HR	20	$	80.00	$	1,600.00
Substantial Walkthru	HR	4	$	80.00	$	320.00
Final Walkthru	HR	4	$	80.00	$	320.00
Emergencies	HR	50	$	160.00	$	8,000.00
EW6						
Crew Operate Valve	HR	8	$	125.00	$	1,000.00
Standby Crew	HR	20	$	250.00	$	5,000.00
Field Crew	HR	20	$	80.00	$	1,600.00
Substantial Walkthru	HR	4	$	80.00	$	320.00
Final Walkthru	HR	4	$	80.00	$	320.00
Emergencies	HR	50	$	160.00	$	8,000.00
					$	-
				SUBTOTAL	$	97,440.00
Internal Administration						
					$	-

Select this row and Insert to add rows. Drag to fill formulas from top cell.					$	-
				SUBTOTAL	$	-
Internal Engineering/ Survey/ Inspection/ Administration Overhead						
OVERHEAD (%)	Enter % if applicable			0.00%	$	-
				SUBTOTAL	$	107,840.00

External Engineering - Cost documented with INVOICES and / or CHECKS

Line Item / Item Description	Unit	Quantity		$/Unit		Total
JACOBS ENGINEERING GROUP, INC.						
Task 1 - Project Management					$	-
1.01 Project Setup	HR	34	$	66.08	$	2,246.55
1.02 Monthly Reports	HR	10	$	68.96	$	689.60
1.03 Project Archiving	HR	5	$	62.12	$	310.60
1.04 Team Management	HR	70	$	69.94	$	4,895.67
1.05 Quality Assurance	HR	20	$	81.05	$	1,621.08
Task 2 - Design and Bid Services						
2.01.01 Preliminary Design	HR	328	$	64.37	$	21,114.57
2.01.02 60% Design	HR	504	$	63.68	$	32,094.12
2.01.03 95% Design	HR	240	$	65.14	$	15,633.60
2.02 Bid Services	HR	95	$	68.79	$	6,534.93
Total Raw Labor Cost						
Overhead at 97.44%					$	82,961.12
Profit at 12%					$	20,172.22
Other Direct Costs					$	2,004.93
Total Contract Cost						
AMENDMENT NO. 1						
Task 1 - Project Management					$	-
1.01 Project Setup	HR	20	$	62.73	$	1,254.62
1.02 Monthly Reports	HR	78	$	59.24	$	4,620.72
1.03 Project Archiving	HR	8	$	67.97	$	543.77
1.04 Team Management	HR	117	$	59.24	$	6,931.08
1.05 Quality Assurance	HR	10	$	83.68	$	836.81
Task 2 - Design and Bid Services						
2.01.03 95% Design	HR	448	$	60.60	$	27,147.60
Total Raw Labor Cost						
Overhead at 97.44%					$	40,276.43
Profit at 12%					$	9,793.32
Other Direct Costs					$	274.65
Total Contract Cost						
AMENDMENT NO. 2						
Task 1 - Project Management					$	-
1.01 Project Setup	HR	14	$	75.38	$	1,055.38
1.02 Monthly Reports	HR	21	$	77.76	$	1,632.97
1.03 Project Archiving	HR	4	$	71.82	$	287.28
1.04 Team Management	HR	30	$	80.14	$	2,404.10
1.05 Quality Assurance	HR	5	$	86.79	$	433.95
Task 2 - Additional Design and Bid Services						
2.01.03 Additional 95% Design	HR	734	$	67.91	$	49,845.14
2.01.04 Additional Final Design	HR	90	$	63.08	$	5,677.20
2.02 Bid Services	HR	8	$	71.82	$	574.56
Total Raw Labor Cost						

Overhead at 97.44%			$ 60,325.67
Profit at 12%			$ 14,668.35
Other Direct Costs			$ 232.40
Total Contract Cost			
Select this row and Insert to add rows. to fill formulas from top cell.	Drag		$ -
		SUBTOTAL	$ 419,095.00
External Survey/ Landman			
			$ -
Select this row and Insert to add rows. to fill formulas from top cell.	Drag		$ -
		SUBTOTAL	$ -
External Inspection			
			$ -
Select this row and Insert to add rows. to fill formulas from top cell.	Drag		$ -
		SUBTOTAL	$ -
		Engineering / Administration / Inspection SUBTOTAL	$ 526,935.00

SUMMARY:			
		TOTAL PROJECT COST	$ 13,541,209.00
General & Administrative OH (TPC * %)			$ -
		GROSS COST	$ 13,541,209.00
		SALVAGE and/or Depreciation CREDIT	$ -
BETTERMENT RATIO	0.00%	Ratio Deduction	$ -
		Amount reimbursable after Betterment and Salvage Credit	$ 13,541,209.00
ELIGIBILITY RATIO	100.00%		
		NET REIMBURSEMENT TO UTILITY	$ 13,541,209.00

Version 4.0

Attachment "B"
Accounting Method

☒ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment “C”
Schedule of Work

Estimated Start Date (mm/dd/yyyy): 11/16/2026, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 533

Estimated Completion Date (mm/dd/yyyy): 05/1/2028

Attachment "D"
Statement Covering Contract Work

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

☒ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).

☐ TxDOT will procure a utility engineering consultant.

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

U-Number: _____ Utility ID: U00022712

ROW CSJ Number: 0665-02-007 District: El Paso

County: El Paso Highway No.: SS 320

Federal Project No.: F 2025 (697)

I, _____, a duly authorized and qualified representative of _____, 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 indicated 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 Date

_____
Title

Attachment "E"
Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

☐ Utility Joint Use Agreement (ROW–U–JUA)
☐ Plans with joint use area highlighted are included.

☒ RULIS Permit Number:
The utility should obtain an approved permit before the start of construction inside of the highway right of way.

☒ Quitclaim will be submitted at the Final Billing

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: 100 %

☒ Non-interstate Highway (Calculations attached)

☐ Interstate Highway

☐ Toll Road

☐ SP2125 Approved Application (100%)
Minute Order #: _____

☐ Master Utility Agreement

ROW Utility Manual Chapter 8, Section 2
In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

ELIGIBILITY RATIO CALCULATOR

Linear Feet or Pole Count of Existing Facility

	Public (permit)	Private (easement)
Sheet 3 EW6 30" WL LF	0	353
Sheet 4 EW5 16" WL LF	0	396
Sheet 5 EW4 36" WL LF	0	426
Sheet 6 EW3 20" WL LF	0	451
Sheet 7 EW3 20" WL LF	0	178
Sheet 10 EW2 16" WL LF	0	350
Sheet 13 EW 16" WL LF	0	361
Sheet 14 EW 16" WL LF	0	145
NW Parkway EPW Sheet 1 Poles	0	3
SUM	0	2663
TOTAL EXISTING FACILITY	2663	

ACCEPTED ELIGIBILITY RATIO 100.00%

Initial	Date	Initial	Date
TxDOT		Utility	

Attachment "G"
Betterment Calculation and Estimate

☐ Elective Betterment Ratio established: _____ %
☐ Calculation is attached and the justification is included below
☐ A betterment and an in-kind estimate are included

☒ Forced Betterment
☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
☒ Due to proposed roadway design. (Provide explanation below)

☐ Not Applicable

The statement explaining Elective and/or Forced Betterment:
The relocation of six existing Utility waterlines is required to accommodate the Texas Department of Transportation's (TXDOT) Bordeland Express Phase II (BLE II) project. The existing facilities conflict with the proposed TXDOT right-of-away. The affected facilities, identified as EW1 through EW6, will be removed, abandoned and relocated at adjusted depths to eliminate conflicts and comply with the applicable requirements of the Texas Administrative Code 43 TAC §21.40

Attachment "H"
Proof of Property Interest

☒ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

- ☐ ROW-U-Affidavit

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

☐ Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

☐ SP2125

☐ Master Utility Agreement

Longhorn Electrical Services, Inc.

NM DBA L.E.S. OF TEXAS, INC

TECL# 23352 NM LIC # 350180

Region 19 contract

 # 23-7457

2227 Texas Ave. El Paso, Texas 79901 Phone:915-771-0488 Fax:915-771-0450 alfredo@longhornelectrical.com

Date: 6/24/2026
Quote Number: **26-3518**
Attention: Robert Sigala
To Client: Ep water

Quote Prepared By: **Alfredo Varela**
Quote Valid for: 30 Days.
Payment terms: 30 Days

Project Location: new express way.

Project Title: overhead lines removal cap 3 poles

Scope of Work:

LABOR
Hourly rate for electrician $ 78 X 88 hours..... $ 6,864.00
Hourly rate for apprentice $ 65 X 88 hours..... $ 5,720.00
1. remove wire
2.cap off 3
3 remove all trash from site.
EQUIPMENT
bucket trucks $2,000.00

Exclusions: taxes,

Subtotal: $14,584.00

Taxes:

Total:

This quotation is subject to the terms and conditions as described on page 2 of this quote under "Supplemental Terms and Conditions". To accept this quote please fill in and sign this form and return to your Longhorn Representative. We appreciate your Business and Support!

By: (signature) _____ Client Purchase Order:

Name and Title: _____

Company Name: _____

5.3 Milestone Schedule

Milestone / Activity	Start	Finish	Duration
Notice to Proceed – Preconstruction	9/2/26	9/2/26	—
GMP 1 Bid Package, Evaluation & PSB Award	9/2/26	10/14/26	24 days
Construction NTP / Contract Execution	10/14/26	11/13/26	30 days
Establish Temporary Facilities	11/16/26	12/10/26	16 days
Mobilization & Survey Control	12/14/26	1/7/27	—
EW6 – 30" Reclaimed Waterline (Sheet 3)	12/22/27	5/1/28	75 days
EW5 – 16" Well Flow Line (Sheet 4)	10/28/27	2/28/28	70 days
EW4 – 36" Potable Water Main (Sheet 5)	8/26/27	1/6/28	77 days
EW3 – 20" Well Flow Line (Sheets 6–7)	12/3/26	5/27/27	93 days
EW2 – 16" Well Flow Line (Sheets 8–10)	5/18/27	11/3/27	98 days
EW1 – 16" Well Flow Line (Sheets 13–14)	1/18/27	7/6/27	98 days
IR1 – 42" Irrigation Casing (Sheet 12)	4/20/27	7/15/27	51 days
IR2 – 42" Irrigation Casing (Sheet 11)	8/10/27	10/28/27	47 days
GMP 1 Substantial Completion	—	**5/1/28**	—

This GMP 1 schedule sits within the broader Northeast Water & Wastewater Utility Improvements Program, which continues with GMP 2 (Loma Real Tank/PS and Transmission Line, Franklin 1B Tank and Transmission Main, and NE Franklin 24" Transmission Main Phase II) and GMP 3 (NE Franklin Water Phase III and NE Dyer/Railroad Force Main), targeting overall program Final Completion by June 29, 2029.

EASEMENT

THE STATE OF TEXAS)
)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF EL PASO)

That the undersigned, hereinafter called "Grantor," for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration paid by the CITY OF EL PASO, a municipal corporation, for the use and benefit of its Public Service Board (El Paso Water Utilities), hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant and convey unto said Grantee, its successors and assigns forever, a nonexclusive underground easement (the "Easement") to install, repair, replace, reconstruct, and perpetually use, maintain and operate one underground water line and one sanitary sewer line, various water meters and fire hydrants with underground appurtenances, being hereinafter sometimes collectively called the "Facilities", under and through the following described property in the County of El Paso, Texas (the "Easement Area"):

A portion of Tract 1F, Section 16, Block 80, Township 1, Texas & Pacific Railway Company Surveys in the City and County of El Paso, Texas ; the Easement being legally described in the attached Exhibit(s) which are incorporated by reference and made a part hereof for all purposes.

Grantee covenants and agrees not to unreasonably interfere with the use of the Easement Area by Grantor, its successor and assigns, and to restore the surface of the Easement Area and surrounding property, whenever disturbed by Grantee, to as good a condition as existed immediately prior to such disturbance, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, sidewalks and other improvements.

Should one or more of the Grantors herein be natural persons and not be joined by the respective spouse, it is conclusively presumed that the Easement area is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to grant this Easement as their separate property. Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation. The payment of the consideration for the Easement conveyed herein and the performance and continued performance of the obligations of Grantee under this agreement, shall be considered full compensation for the execution and delivery of this easement document, but not otherwise.

Subject to matters of records, to have and to hold, the above-described rights and Easement(s) together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor is hereby bound, together with all successors and assigns, subject to matters of record, to warrant and forever defend the above-described Easement and rights unto Grantee, its successors and assigns, against every

person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor, but not otherwise. Such rights and Easement shall be covenants running with the land and be binding upon the Grantor and Grantee, their successors, and assigns.

In accepting this grant, Grantee agrees that it will replace paving, landscaping and other improvements as disturbed by the construction, maintenance, or repairs of and to its Facilities in, upon, and around such Easement Area.

Grantor reserves the right to full use and enjoyment of the Easement Area. Specifically, and without limitation of the foregoing, Grantor, its successors and assigns may use the Easement Area for paving, provided that any concrete paving is constructed in 20' X 20' segments with expansion joints around the perimeter, parking, driveways, landscaping, trees in compliance with city code requirement, light poles (with bases) provided that the poles and bases are not placed over the water or sewer line, access areas, curbs, curb cuts, signage and roads. Grantor shall coordinate with Grantee the location of signage within the Easement Area to ensure that such signage will not interfere with Grantee's operation of its Facilities. Grantor reserves the right to locate additional utilities and infrastructure in the Easement Area, including but not limited to the collocation of water and sewer lines, underground utilities crossing the Facilities, provided that the location of such facilities are marked and identifiable, underground and surface storm drainage and inlets, overhead poles, power lines and related equipment. Grantor however, agrees not to collocate underground utilities in the Easement Area, except for the collocation of water and sewer lines which is expressly permitted. For purposes of this Easement, "collocation" shall mean the parallel placement of other underground utilities within the Easement Area.

Grantee acknowledges that other utilities may currently have the right to locate utility lines within the Easement Area and that such lines may already exist within the Easement Area. Grantor's employees, agents, and invitees, shall at all times, have access and use of the Easement Area and Grantee shall not unreasonably prohibit ingress to or egress from Grantor's adjacent land because of construction or for any other reason. Grantee agrees to cooperate with Grantor if an adjustment of the Easement Area is required at any time; however, any reasonable costs associated with adjusting or relocating facilities shall be the responsibility of the Grantor. Grantee's consent shall not be unreasonably withheld where required.

Grantee warrants to Grantor that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement as a condition to the validity of this Easement. Grantor warrants to Grantee that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement.

The terms and provisions of this Easement run with the land and are binding upon and benefit the successors and assigns of Grantor and Grantee. When the context requires, singular nouns and pronouns include the plural.

WITNESS THE EXECUTION HEREOF the 14th day of JANUARY, 2015.

PROJECT: NORTH 2 TO FRANKLIN EAST

GRANTOR:

JAY-ANN RUCKER PRICE

By: Jay-Ann Rucker Price

Name: _____

Title: Grantor

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this the 14th day of JAN, 2015, by JAYANNERUCKER PRICE, the GRANTOR of PROJECT: NORTH 2 TO FRANKLIN EAST.

NOTARY PUBLIC STATE OF TEXAS
LINDSEY BROOKE BOWEN
My Commission Expires
March 28, 2016

Lindsey Brooke Bowen
Notary Public, State of Texas

(Additional Signature Contained on Following Page)

GRANTEE:

PUBLIC SERVICE BOARD

By: Marcela Navarrete

Name: MARCELA NAVARRETE

Its: VICE PRESIDENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this the 16th day of Jan., 2015, by Marcela Navarrete, Vice President, on behalf of the City of El Paso's Public Service Board.

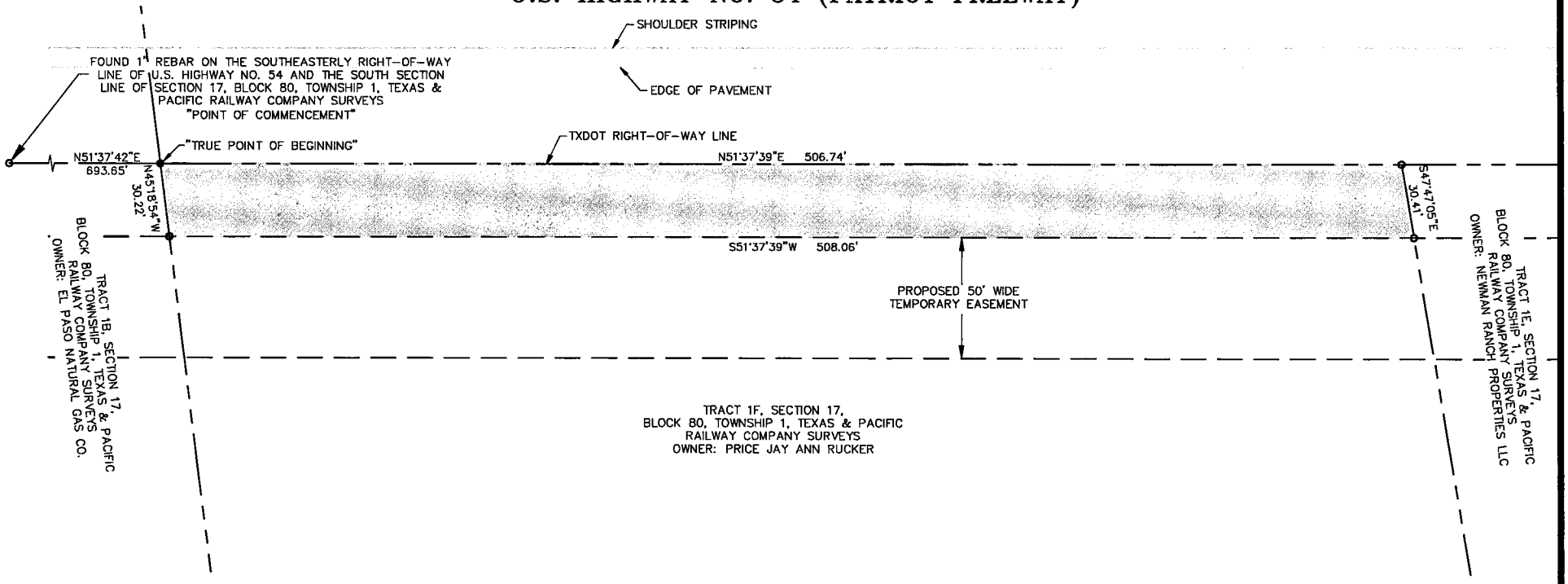
Alma R. DeAnda
Notary Public, State of Texas

ALMA R. DEANDA
NOTARY PUBLIC
In and for the State of Texas
My commission expires
09-16-2016

EXHIBITS
Easement Area

SCALE: 1"= 40'

U.S. HIGHWAY NO. 54 (PATRIOT FREEWAY)



NOTE: THIS SURVEY WAS PREFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

DRAFT
DATE: AUGUST 22, 2014

FILING INFORMATION	
DATE:	JULY, 2014
COUNTY PLAT RECORDS	
BOOK:	--
PAGE:	--
FIELD:	--
OFFICE:	S.R.
W.O.	040108-1
SCALE:	1" = 40'

30' WIDE EPWU PERMANENT EASEMENT

A PORTION OF TRACT 1F, SECTION 17, BLOCK 80, TOWNSHIP 1, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS

CONTAINING IN ALL 15,222.00 SQ. FT.
OR 0.3494 ACRES OF LAND MORE OR LESS.
(METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SURVEY PLAT)

PREPARED FOR:
PRICE JAY ANN RUCKER

ROE
ENGINEERING, LC
TEXAS REGISTERED SURVEYOR
TBPLS-10060700

C:\PROJECTS\PROJECTS 2014\061814-2 FRANLIN WATER LINES CDM SMITH\dwg\FRANKLIN EAST WATER LINE_6.DWG 08/22/14 10:53AM

(10)

PREPARED FOR: PRICE JAY ANN RUCKER
A PORTION OF TRACT 1F, SECTION 17, BLOCK 80, TOWNSHIP 1,
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS
CITY OF EL PASO, EL PASO COUNTY, TEXAS
AUGUST 22, 2014
W.O.# 061814-2

METES & BOUNDS DESCRIPTION
(30' WIDE EPWU PERMANENT EASEMENT)

Description of a 0.3494 acre parcel Being a Portion of Tract 1F, Section 17, Block 80, Township 1, Texas & Pacific Railway Company Surveys, El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:

Commencing at a found 1" rebar located at the southeasterly right-of-way line of U.S. Highway No. 54 and the South section line of Section 17, Block 80, Township 1, Texas & Pacific Railway Company Surveys; Thence North 51°37'42" East a distance of 693.65 feet to a point lying on the southeasterly right-of-way line of U.S. Highway No. 54, said point also being the "True Point of Beginning";

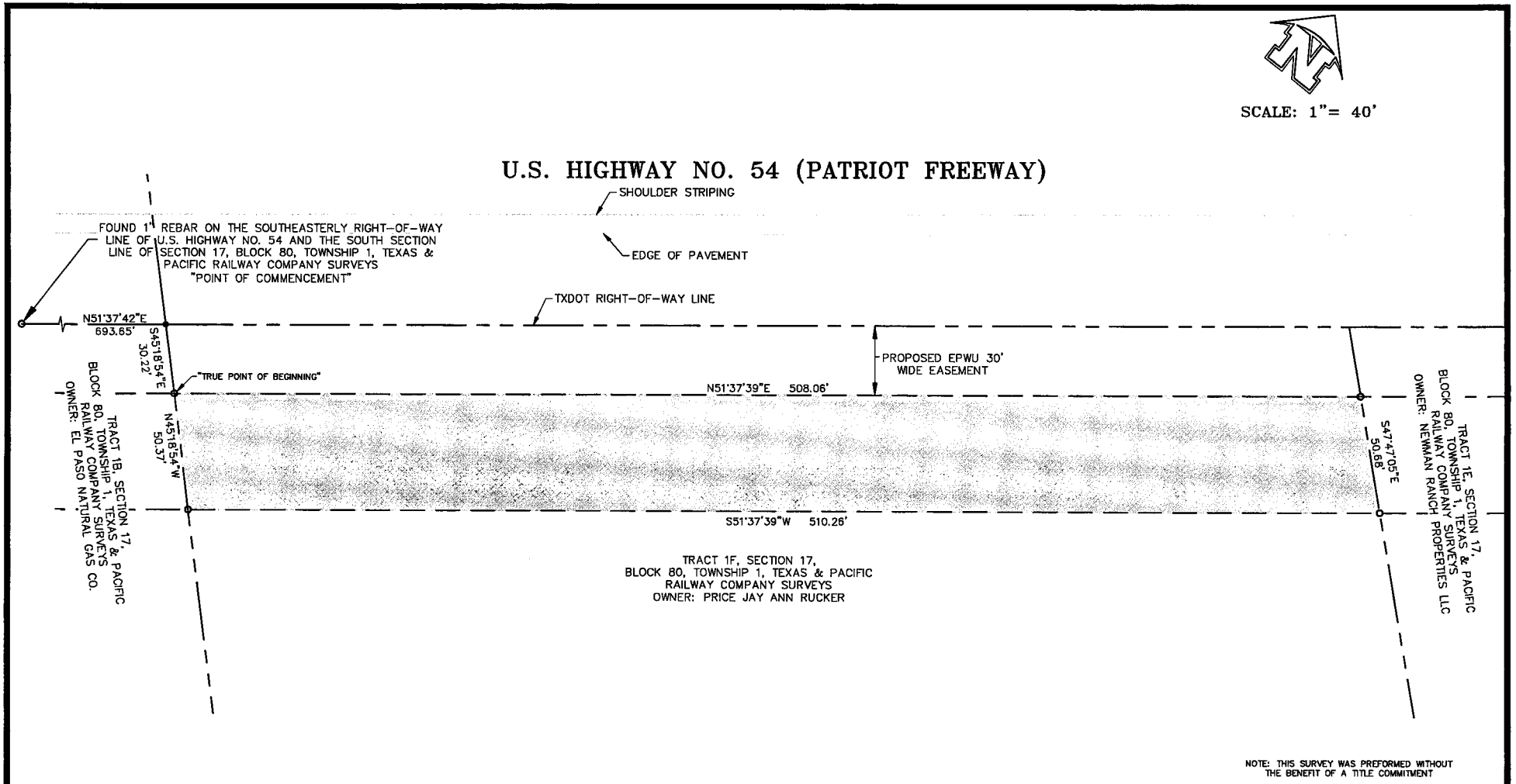
Thence North 51°37'39" East a distance of 506.74 feet to a point;

Thence South 47°47'05" East a distance of 30.41 feet to a point;

Thence South 51°37'39" West a distance of 508.06 feet to a point;

Thence North 45°18'54" West a distance of 30.22 feet back to the "True Point of Beginning" and containing in all 15,222.00 square feet or 0.3494 acres of land more or less.

BRADLEY ROE, R.P.L.S. 2449
ROE ENGINEERING, L.C.
(Not a ground survey)



NOTE: THIS SURVEY WAS PREFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

DRAFT
DATE: AUGUST 22, 2014

FILING INFORMATION	
DATE:	JULY, 2014
COUNTY PLAT RECORDS	
BOOK:	–
PAGE:	–
FIELD:	–
OFFICE:	S.R.
W.O.	040108-1
SCALE:	1" = 40'

EPWU 50' TEMPORARY EASEMENT

A PORTION OF TRACT 1F, SECTION 17, BLOCK 80, TOWNSHIP 1, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS

CONTAINING IN ALL 25,458.00 SQ. FT.
OR 0.5844 ACRES OF LAND MORE OR LESS.
(METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SURVEY PLAT)

PREPARED FOR:
PRICE JAY ANN RUCKER

ROE ENGINEERING, LC
TEXAS REGISTERED SURVEYOR
TBPLS-10060700

C:\PROJECTS\PROJECTS 2014\061814-2 FRANLIN WATER LINES CDM SMITH\dwg\FRANKLIN EAST WATER LINE_6.DWG 08/22/14 10:54AM

PREPARED FOR: PRICE JAY ANN RUCKER
A PORTION OF TRACT 1F, SECTION 17, BLOCK 80, TOWNSHIP 1,
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS
CITY OF EL PASO, EL PASO COUNTY, TEXAS
AUGUST 22, 2014
W.O.# 061814-2

METES & BOUNDS DESCRIPTION
(50' EPWU TEMPORARY EASEMENT)

Description of a 0.5844 acre parcel Being a Portion of Tract 1F, Section 17, Block 80, Township 1, Texas & Pacific Railway Company Surveys, El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:

Commencing at a found 1" rebar located at the southeasterly right-of-way line of U.S. Highway No. 54 and the South section line of Section 17, Block 80, Township 1, Texas & Pacific Railway Company Surveys; Thence North 51°37'42" East a distance of 693.65 feet to a point lying on the southeasterly right-of-way line of U.S. Highway No. 54, Thence South 45°18'54" East a distance of 30.22 feet to a point, said point also being the "True Point of Beginning";

Thence North 51°37'39" East a distance of 508.06 feet to a point;

Thence South 47°47'05" East a distance of 50.68 feet to a point;

Thence South 51°37'39" West a distance of 510.26 feet to a point;

Thence North 45°18'54" West a distance of 50.37 feet back to the "True Point of Beginning" and containing in all 25,458.00 square feet or 0.5844 acres of land more or less.

BRADLEY ROE, R.P.L.S. 2449
ROE ENGINEERING, L.C.
(Not a ground survey)

EASEMENT

From

JAY-ANN RUCKER PRICE

To

THE CITY OF EL PASO, TEXAS
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

After Recording, Return to:
E.P.W.U. - P.S.B.
Land Management
P.O. Box 511
El Paso, Texas 79961-0001

Doc# 20150006440
#Pages 10 #NFPages 1
2/2/2015 12:49:26 PM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $62.00

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.

COUNTY CLERK OF EL PASO COUNTY TEXAS

EL PASO COUNTY, TEXAS

Newman Ranch Properties LLC – 1E

PERMANENT EASEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

KNOW ALL MEN BY THESE PRESENTS:

That NEWMAN RANCH PROPERTIES, LLC, a Texas limited liability company, hereinafter called "Grantor," for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration paid by the CITY OF EL PASO, a municipal corporation, for the use and benefit of its Public Service Board (El Paso Water Utilities), hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant and convey unto said Grantee, its successors and assigns forever, a nonexclusive underground easement (the "Easement") to install, repair, replace, reconstruct, and perpetually use, maintain and operate one underground water line, various water meters and fire hydrants with underground appurtenances, being hereinafter sometimes collectively called the "Facilities", under and through the following described property in the County of El Paso, Texas (the "Easement Area"):

A Portion of 1E, Section 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys, an Addition to the City and County of El Paso, Texas; the Easement being legally described in the attached Exhibit(s) which are incorporated by reference and made apart hereof for all purposes.

Grantee covenants and agrees not to unreasonably interfere with the use of the Easement Area by Grantor, its successor and assigns, and to restore the surface of the Easement Area and surrounding property, whenever disturbed by Grantee, to as good a condition as existed immediately prior to such disturbance, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, sidewalks and other improvements.

Should one or more of the Grantors herein be natural persons and not be joined by the respective spouse, it is conclusively presumed that the Easement area is not the residence or business homestead of such Grantor(s) and that the Grantors have full authority to grant this Easement as their separate property. Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation. The payment of the consideration for the Easement conveyed herein and the performance and continued performance of the obligations of Grantee under this agreement, shall be considered full compensation for the execution and delivery of this easement document, but not otherwise.

Subject to matters of records, to have and to hold, the above-described rights and Easement(s) together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor is hereby bound,

together with all successors and assigns, subject to matters of record, to warrant and forever defend the above-described Easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor, but not otherwise. Such rights and Easement shall be covenants running with the land and be binding upon the Grantor and Grantee, their successors, and assigns.

In accepting this grant, Grantee agrees that it will replace paving, landscaping and other improvements as disturbed by the construction, maintenance, or repairs of and to its Facilities in, upon, and around such Easement Area.

Grantor reserves the right to full use and enjoyment of the Easement Area. Specifically, and without limitation of the foregoing, Grantor, its successors and assigns may use the Easement Area for paving, provided that any concrete paving is constructed in 20' X 20' segments with expansion joints around the perimeter, parking, driveways, landscaping, trees in compliance with city code requirement, light poles (with bases) provided that the poles and bases are not placed over the water line, access areas, curbs, curb cuts, signage and roads. Grantor shall coordinate with Grantee the location of signage within the Easement Area to ensure that such signage will not interfere with Grantee's operation of its Facilities. Grantor reserves the right to locate additional utilities and infrastructure in the Easement Area, including but not limited to the collocation of water lines, underground utilities crossing the Facilities, provided that the location of such facilities are marked and identifiable, underground and surface storm drainage and inlets, overhead poles, power lines and related equipment, and that prior notification is provided to Grantee. Grantor, however, agrees not to collocate underground utilities parallel to Grantee's infrastructure located in the Easement Area, except for the collocation of water lines which is expressly permitted.

Grantee acknowledges that other utilities may currently have the right to locate utility lines within the Easement Area and that such lines may already exist within the Easement Area. Grantor's employees, agents, and invitees, shall at all times, have access and use of the Easement Area and Grantee shall not unreasonably prohibit ingress to or egress from Grantor's adjacent land because of construction or for any other reason. Grantee agrees to cooperate with Grantor if an adjustment of the Easement Area is required at any time; however, any reasonable costs associated with adjusting or relocating facilities shall be the responsibility of the Grantor. Grantee's consent shall not be unreasonably withheld where required.

Grantee warrants to Grantor that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement as a condition to the validity of this Easement. Grantor warrants to Grantee that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement.

The terms and provisions of this Easement run with the land and are binding upon and benefit the successors and assigns of Grantor and Grantee. When the context requires, singular nouns and pronouns include the plural.

Grantor reserves the right, subsequent to the conveyance by Grantor and acceptance by Grantee of this easement, to convey any portion of the Easement Area to the Texas Department of Transportation and nothing contained in this easement document shall prohibit such conveyance.

WITNESS THE EXECUTION HEREOF the 3 day of June 2016.

SIGNATURES ON FOLLOWING PAGE

GRANTOR:

Newman Ranch Properties, LLC
a Texas Limited Liability Company

By: _____
Douglas A. Schwartz, Manager

STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this the 3 day of June 2016, personally appeared Douglas A. Schwartz, Manager of Newman Ranch Properties LLC, a Texas limited liability company, on behalf of said limited liability company, for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office, this 3 day of June, 2016.

ANA M GREGG
NOTARY PUBLIC
In and for the State of Texas
My commission expires
JANUARY 31 2018

_____
Notary Public, State of Texas

GRANTEE:

PUBLIC SERVICE BOARD

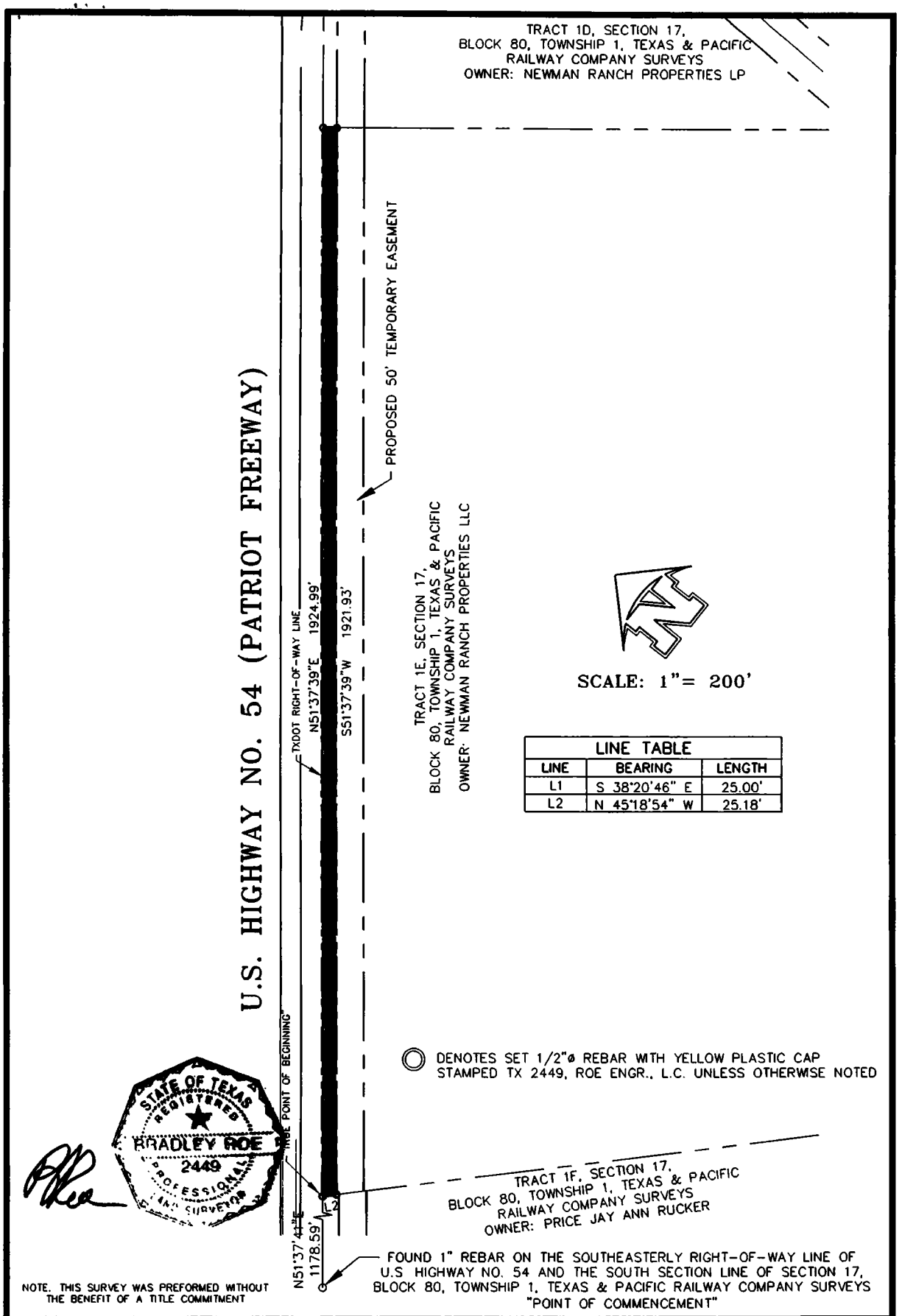
By: _____
Marcela Navarrete, Vice President

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this the 1st day of July, 2016, by Marcela Navarrete, Vice President, on behalf of the City of El Paso's El Paso Water Utilities/Public Service Board.

_____
Notary Public, State of Texas

ALMA ROSA DEANDA
Notary Public, State of Texas
Comm. Expires 09-16-2016
Notary ID 629071-0



NOTE. THIS SURVEY WAS PREFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

FILING INFORMATION	25' WIDE EPWU PERMANENT EASEMENT	
DATE. APRIL 27, 2015 COUNTY PLAT RECORDS BOOK – PAGE – FIELD – OFFICE: SR W.O. 040108-1 SCALE: 1" = 200'	A PORTION OF TRACT 1E, SECTION 17, BLOCK 80, TOWNSHIP 1, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS CONTAINING IN ALL 48,086 55 SQ. FT OR 1.1039 ACRES OF LAND MORE OR LESS. (METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SURVEY PLAT) PREPARED FOR. NEWMAN RANCH PROPERTIES LLC	ROE ENGINEERING, LC TEXAS REGISTERED SURVEYOR TBPLS-10060700

C:\Projects\061814-2 FRANKLIN WATER LINES COM SMITH\dwg\REV FRANKLIN EAST WATER LINE SIGNED.DWG 04/27/15 4:23PM

PREPARED FOR: NEWMAN RANCH PROPERTIES LLC
A PORTION OF TRACT 1E, SECTION 17, BLOCK 80, TOWNSHIP 1,
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS
CITY OF EL PASO, EL PASO COUNTY, TEXAS
APRIL 27, 2015
W.O.# 061814-2

METES & BOUNDS DESCRIPTION
(25' WIDE EPWU PERMANENT EASEMENT)

Description of a 1.1039 acre parcel Being a Portion of Tract 1E, Section 17, Block 80, Township 1, Texas & Pacific Railway Company Surveys, El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:

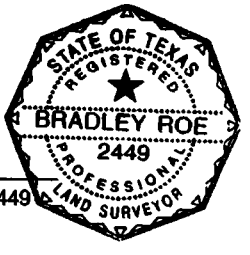
Commencing at a found 1" rebar located at the southeasterly right-of-way line of U.S. Highway No. 54 and the South section line of Section 17, Block 80, Township 1, Texas & Pacific Railway Company Surveys; Thence North 51°37'41" East a distance of 1178.59 feet to a set 1/2"ø rebar with yellow plastic cap stamped TX 2249, Roe Engr, L.C., lying on the southeasterly right-of-way line of U.S. Highway No. 54, said point also being the "True Point of Beginning";

Thence North 51°37'39" East a distance of 1924.99 feet to a set 1/2"ø rebar with yellow plastic cap stamped TX 2249, Roe Engr, L.C.;;

Thence South 38°20'46" East a distance of 25.00 feet to a set 1/2"ø rebar with yellow plastic cap stamped TX 2249, Roe Engr, L.C.;

Thence South 51°37'39" West a distance of 1921.93 feet to a set 1/2"ø rebar with yellow plastic cap stamped TX 2249, Roe Engr, L.C.;

Thence North 45°18'54" West a distance of 25.18 feet back to the "True Point of Beginning" and containing in all 48,086.55 square feet or 1.1039 acres of land more or less.



BRADLEY ROE, R.P.L.S. 2449
ROE ENGINEERING, L.C.

EASEMENT

From

NEWMAN RANCH PROPERTIES, LLC
(Douglas A. Schwartz, Manager)

To

THE CITY OF EL PASO, TEXAS
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

After Recording, Return to:
E.P.W.U. - P.S.B.
Land Management
P.O. Box 511
El Paso, Texas 79961-0001

8

Doc# 20160048989
#Pages 7 #NFPages 1
7/15/2016 9:43:51 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees $50.00

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.

COUNTY CLERK OF EL PASO COUNTY TEXAS

EL PASO COUNTY, TEXAS

Spur 320, Parcel 1, Part 2

Spur 320, Parcel 1, Part 1

Parcel 1 - Proposed PSB Casing Reservation Reservation Survey "H"

Parcel 1 - Proposed PSB Casing Reservation Reservation Survey "G"

Spur 320, Parcel 1, Part 3

Parcel 1 - Proposed PSB Casing Reservation Reservation Survey "F"

Spur 320, Parcel 5, Part 1

Spur 320, Parcel 6, Part 1

Parcel 6 - Proposed PSB Casing Reservation Reservation Survey "E"

Parcel 7 - Proposed PSB Casing Reservation Reservation Survey "D"

Spur 320, Parcel 7, Part 1

Spur 320, Parcel 8, Part 1

Spur 320, Parcel 7, Part 2

Spur 320, Parcel 8, Part 2

Spur 320, Parcel 7, Part 3

Spur 320, Parcel 8, Part 3

Parcel 11 - Proposed PSB Casing Reservation Reservation Survey "B"

Spur 320, Parcel 10, Part 1

Spur 320, Parcel 11, Part 1

Parcel 11 - Proposed PSB Casing Reservations Reservation Survey "A"

Spur 320, Parcel 11, Part 2

STATELINE DR

MARTIN LUTHER KING BLVD

MCCOMBS ST

F M 2637 UNK

LOMA REAL AVE

PATRIOT FWY

RAILROAD DR

DYER ST

LYNN FIELD RD

ASHLEY RD

BRICK DUST ST

JERICHO TREE DR

MESQUITE TREE LN

MESQUITE MIEL DR

AUBURN SAND DR

MESQUITE FLOR DR

COPPER NAIL LN

JIM WEBB DR

MOCHA DUNE DR

MESQUITE HILL DR

MESQUITE RIVER DR

ZAVI PL

BOLD EAGLE LN

RED MAN DR

COPPER TOWN DR

COPPER SKY CT

ODONNELL ST

OMALLEY DR

OHARA DR

ORILEY LN

CARLOS RAMIREZ DR

VENDO NORTE DR

NORTE BRASIL DR

NORTE DR

CAYO

POLO NORTE DR

Property Location

Proposed reservations

Proposed Borderland Expressway (Spur 320) ROW

thru 1155

00054020605

237 237

JONES, HARDIE, GRAMBLING & HOWELL
ATTORNEYS AND COUNSELORS AT LAW
SEVENTH FLOOR BASSETT TOWER
EL PASO, TEXAS

20605

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF EL PASO)

That PRICE'S PRODUCERS, INC., as Party of the First Part, and THE CITY OF EL PASO, TEXAS, acting by and through its PUBLIC SERVICE BOARD, as Party of the Second Part, have this day made and entered into the following option agreement, to-wit:

I.

The Party of the First Part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, hereby agrees, binds and obligates itself, its successors and assigns, and does hereby grant to the Party of the Second Part an option to purchase the below described property in El Paso County, Texas, to-wit:

9147
9109
9938
3621
9173
9945
9135

	No. of Acres		Unit Price	Total Price
Sec. 7 Block 80 T&P Survey No. 1	641.4	@	$30.00	$19,242.00
Sec. 6 Block 80 T&P Survey No. 1	652.48	@	30.00	19,574.40
Sec. 8 Block 80 T&P Survey No. 1	600.	@	45.00	27,000.00
Sec. 5 Block 80 T&P Survey No. 1	655.67	@	35.00	22,948.45
Sec. 18 Block 80 T&P Survey No.1	401.4	@	40.00	16,056.00
Sec. 16 Block 80 T&P Survey No.1	382.4	@	65.00	24,856.00
Sec. 4 Block 80 T&P Survey No. 1	658.9	@	35.00	23,061.50

II.

Said option is granted upon the following terms and conditions:

(1) If within eight (8) months from this date Party of the Second Part gives notice in writing to the Party of the First Part of its desire to exercise its option to purchase the above described property, Party of the First Part agrees that it will execute a binding contract of sale of said property to the Party of the Second Part.

238 238

The sum of Ten Dollars ($10.00), which has been given as consideration for this option shall be credited as part payment on the total purchase price if the option is exercised, otherwise the Ten Dollars ($10.00) is to be retained by the Party of the First Part.

(2) The Party of the First Part agrees to convey said property to the Party of the Second Part by a general warranty deed, but reserving in said deed the right to the possession and use of the surface of the above described land for grazing purposes for a period of ten years from the date of conveyance of said lands by Party of the First Part to Party of the Second Part, for the consideration of five cents (5¢) per acre per annum, payable yearly in advance, and with the right of either party to terminate this reservation upon ninety days' (90) written notice to the other party; said warranty deed to be executed on or before thirty days from the date that the earnest money contract is signed, and Party of the First Part agrees to furnish an abstract of title showing good and merchantable title in Party of the First Part, or at its option a title policy guaranteeing the Party of the Second Part in the amount of said purchase. The said contract of sale herein referred to shall be in accord with the terms of this option and shall be executed by the Party of the First Part within ten days after said option has been exercised by the Party of the Second Part.

(3) The agreed purchase price for said property hereinabove described shall be One Hundred Fifty-Two Thousand Seven Hundred Thirty-Eight and 35/100ths Dollars ($152,738.35).

(4) If, within the option period, the said Party of the Second Part does not exercise its option to purchase said property, or having done so, refuses to execute said contract of sale within ten days thereafter, then, in such events, the said Party of the First Part shall retain the sum of Ten Dollars ($10.00) paid by the Party of the Second Part as consideration for this option agreement, and all liability under the option agreement shall be terminated as to both parties.

239 239

III.

The Party of the First Part agrees, binds and obligates itself that it will not sell or encumber the above described real estate, or any part thereof, during the term of this option agreement.

IV.

The Party of the Second Part agrees that the Party of the First Part, while the latter remains in possession of the above described premises under the lease hereinabove provided for, shall have the exclusive use of the corrals, windmills, wells, tanks and water lines on the said property, and Party of the Second Part further agrees that when the said lease is terminated, then Party of the First Part shall have the right to remove said corrals, windmills, tanks, water lines and well pipe but not well casings which were placed on said premises by Party of the First Part or its predecessor in title within a reasonable time after such termination of the lease.

V.

The said contract of sale and the deed to be executed if this option is exercised shall contain a reservation by Party of the First Part of all minerals and mineral rights in the above described property. In connection with the mineral reservation set forth herein, it shall further be provided in the contract of sale and deed that the Party of the First Part, its successors or assigns, will not drill or mine minerals within 150 feet of any established water well of the City of El Paso, Texas, unless written consent is first obtained from the Municipal Water and Sewer System of the City of El Paso, Texas, authorizing drilling or mining closer to such well. The Party of the First Part, its successors or assigns, shall give written notice to the Municipal Water and Sewer System of the City of El Paso, Texas, fourteen days in advance of its intention to drill wells, giving the location and when such drilling is to commence. This reservation does not include a reservation of the water under said land, except that free and reasonable use of sufficient water is

240 240

reserved for development of the oil, gas and minerals under said land but not elsewhere. However, while said land is leased by Party of the First Part it will be entitled to the reasonable use of stock water for grazing purposes.

VI.

This option is given to Party of the Second Part or its assigns.

EXECUTED this the 4th day of Feb., A.D. 1954.

PRICE'S PRODUCERS, INC.

ATTEST: Secretary

BY Robert B. Price
President

PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS

ATTEST: Secretary

BY Chairman

STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this date personally appeared ROBERT B. PRICE, President of PRICE'S PRODUCERS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said PRICE'S PRODUCERS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of February, A. D. 1954.

Gladys Horton
Notary Public, El Paso County, Texas

STATE OF TEXAS)
)
COUNTY OF EL PASO)

GLADYS HORTON, Notary Public, El Paso Co., Texas. My Commission Expires June 1, 1954

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared PAUL HARVEY, known to me to be the person whose name is subscribed to the foregoing instrument as Chairman of the Public Service Board of the City of El Paso, a municipal corporation, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in his official capacity and as the act and deed of the PUBLIC SERVICE BOARD OF THE CITY OF EL PASO.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of February, A.D. 1954.

Notary Public, El Paso County, Texas
My Commission Expires June 1, 1955

241 241

20605

PRICE'S PRODUCERS, INC.,

PARTY OF THE FIRST PART

TO:

THE CITY OF EL PASO, TEXAS, acting through its PUBLIC SERVICE BOARD,

PARTY OF THE SECOND PART

OPTION AGREEMENT

FILED FOR RECORD

FEB 11 1954

AT 1:35 O'CLOCK P.M.

RAYMOND L. TELLES, Jr.
County Clerk, El Paso Co., Texas

By ..... Deputy

JONES, HARDIE, GRAMBLING & HOWELL
ATTORNEYS AND COUNSELORS AT LAW
SEVENTH FLOOR BASSETT TOWER
EL PASO, TEXAS

2/4 2/14

DR VOL 01155 PAGE 00241

00054035062

4532.03± Acres

THE STATE OF TEXAS

COUNTY OF EL PASO KNOW ALL MEN BY THESE PRESENTS:

That PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, for and in consideration of the sum of One Hundred Fifty-three Thousand Five Hundred Thirty-eight and 35/100 ($153,538.35) Dollars, and other good and valuable considerations, to it in hand paid by THE CITY OF EL PASO, a Municipal Corporation, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said THE CITY OF EL PASO, of the County of El Paso, State of Texas, subject to the exceptions, reservations, covenants and conditions hereinafter stated, all those certain tracts or parcels of land, situated in El Paso County, Texas, and described as follows, towit:

All of Section Four (4), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 658.9 acres;

All of Section Five (5), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 655.67 acres;

All of Section Six (6), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 652.48 acres;

All of Section Seven (7), Block Eighty (80), Tsp. No. 1, T&P Survey; EXCEPT 40.11 acres of land known and described as the Southeast Quarter of the Southeast Quarter of said Section Seven (7), containing 601.29 acres;

All of Section Eight (8), Block Eighty (80), Tsp. No. 1, T&P Survey; EXCEPT 40.11 acres of land known and described as the Southwest Quarter of the Southwest Quarter of said Section Eight (8), and 40 acres of land known and described as the Northwest Quarter of the Northwest Quarter of said Section Eight (8), containing 559.89 acres;

All of Section Nine (9), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 640 acres;

The North One-half and the Northeast Quarter of the Southeast Quarter of Section Sixteen (16), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 382.4 acres;

All of Section Eighteen (18), Block Eighty (80), Tsp. No. 1, T&P Survey; EXCEPT the Southeast Quarter, and the Northwest Quarter of the Northeast Quarter of said Section Eighteen (18) and sixty (60.0) acres of land more or less located in the east one-half of the Northeast Quarter of the said Section Eighteen (18), which

1140 | 0178

sixty (60.0) acres of land are described as follows: BEGINNING at the corner common to Sections 7, 8, 17 and 18, Block Eighty (80), Tsp. 1, T&P Survey in El Paso County, Texas; THENCE along the line between said Sections 17 and 18, S. 1° 02' 30" E. 2447.0 feet to the northeast line of the El Paso Natural Gas Company right of way fence; THENCE along said right of way, N. 55° 40' W., 1618.87 feet to the west line of the east one-half of the Northeast Quarter of said Section Eighteen; THENCE along the west line of the East one-half of the Northeast Quarter of the said Section 18, N. 1° 02' 30" W. 1509.79 feet to the line between said Sections 7 and 18; THENCE along the line between said Sections 7 and 18, S. 89° 58' E. 1320.0 feet to the place of beginning and containing 60.0 acres of land, more or less, the land here conveyed to grantee in said Section Eighteen (18) being 381.4 acres.

But it is expressly stipulated and agreed that the Grantor herein excepts and reserves from this conveyance and hereby expressly excepts and reserves all oil, gas and other minerals of every nature in and under the above described land. This is not a reservation of the water under said land, except that free use of sufficient water is excepted and reserved for development of the oil, gas and other minerals under said land but not elsewhere. But it is agreed that Grantor, its successors and assignees, will not drill or mine minerals within 150 feet of any established water well of the City of El Paso, Texas, unless written consent is first obtained from the Municipal Water and Sewerage System of the City of El Paso, Texas, authorizing drilling or mining closer to such well. Grantor, its successor and assigns, shall give written notice to Grantee, its successors and assigns, fourteen (14) days in advance of its intention to drill wells, giving the location and when such drilling is to commence.

Out of the grant hereby made there is, however, further excepted and reserved to the Grantor herein, the right to the possession and use of the surface of all of the above described land for grazing purposes for a period of ten years from this date, and it is understood and agreed that the Grantor shall have, and it hereby has, during the time it remains in lawful possession of the surface of the above described land, the right and power to the reasonable use of stockwater in connection with using said land for grazing purposes, to the exclusive use of the corrals, windmills, wells, tanks, and water lines on said property, and when this exception or reservation ends or is terminated as hereinafter provided, to remove said corrals, windmills, tanks, water lines and well pipe (but not the well casing) which have been heretofore or may be hereafter placed on said premises by Grantor, or its lessees, assignees, grantees or permittees, but this exception and reservation pertaining to Grantor's right to the possession and use of the premises for grazing purposes and its rights and powers in connection therewith is made on the condition that either Grantor or Grantee may terminate this exception and reservation upon ninety (90) days written notice to the other party, and Grantor agrees to pay Grantee

five cents (5¢) per acre per annum, payable annually in advance while this exception and reservation is in effect. The rights excepted and reserved to Grantor in this clause shall not be assigned, in whole or in part, without the consent of Grantee.

This conveyance is made subject to all property or rights vested in the State of Texas, in El Paso County, Texas, or in El Paso Natural Gas Company, by quitclaim deed, right of way deed, or right of way easements now of record in the office of the County Clerk of El Paso County, Texas, and this conveyance insofar as it covers lands in said Sections Four (4), Eight (8), Sixteen (16) and Eighteen (18), is made subject to the covenants and conditions of warranty deed of record in Book 737, page 220, of the Deed Records of El Paso County, Texas, including the right of F. M. Reeves to have water from such lands for his needs as long as he owns the store at Newman on the boundary between New Mexico and Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said THE CITY OF EL PASO, its successors and assigns forever, subject to all of the exceptions, reservations and rights of others hereinabove stated; and PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said THE CITY OF EL PASO, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject to all of the exceptions, reservations and rights of others hereinabove stated, and does warrant that the land above conveyed, with the exception of said Section Nine (9) contains the number of acres stated; provided, however, that if a deficiency be discovered therein, Grantor, its successors and assigns, shall be liable only to refund that part of the total purchase price applicable to those acres which might be found to be lacking, the parties hereto having arrived at the total purchase price paid by Grantee on the basis of a certain sum per acre. And Grantee by accepting this deed covenants for itself, its successors and assigns, that if any excess acres above those stated herein be discovered, Grantee, its successors and assigns, will pay to Grantor, its

successor or assigns that sum for each such excess acre as was originally agreed upon by Grantor and Grantee as the purchase price per acre for land in such section as in which such excess shall be found to exist. (This sum varied with the different sections described herein and was not applicable to said Section Nine (9), which was exchanged to Grantee for other land owned by it. Originally, as a part of this transaction, Grantor and Grantee had agreed that Grantor would exchange all of said Section Nine (9), Block Eighty (80), Tsp. No. 1, T&P Survey, for all of Section Seventeen (17), Block Eighty (80), Tsp. No. 1, T&P Survey, owned by Grantee or to be acquired by it. Subsequently, the parties ascertained that the north one-half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of said Section Seventeen (17) was unsuitable for Grantor's uses, so that it was agreed between them that Grantee would except and reserve out of its conveyance to Grantor of said Section Seventeen (17) said unsuitable portions and Grantor would except and reserve from this conveyance a like amount of land being three quarter quarter sections, one each in said Sections Seven (7), Eight (8) and Eighteen (18), which are above so excepted, to adjust for that part of said Section Seventeen (17) not being conveyed to it, and that the purchase price for the land herein conveyed would remain the same just as if said three quarter quarter sections had not been excepted and reserved herein.)

IN TESTIMONY WHEREOF, the said PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, has caused these presents to be executed by its officers thereunto duly authorized, this 3 day of September 1954.

PRICE'S PRODUCERS, INCORPORATED,

By Robert B. Price
Robert B. Price, President

ATTEST:
Dora M. Price
Secretary

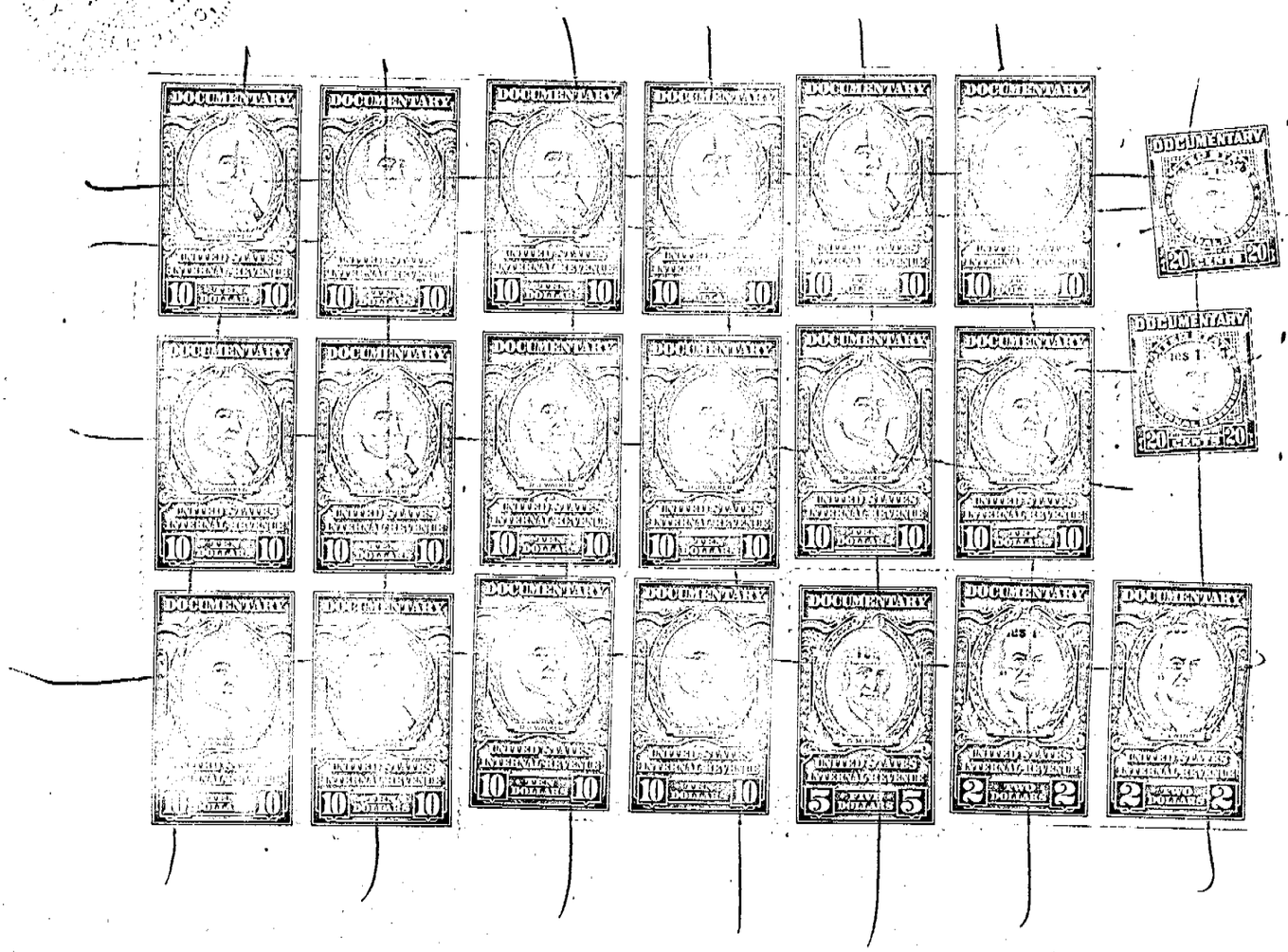
THE STATE OF TEXAS
COUNTY OF EL PASO

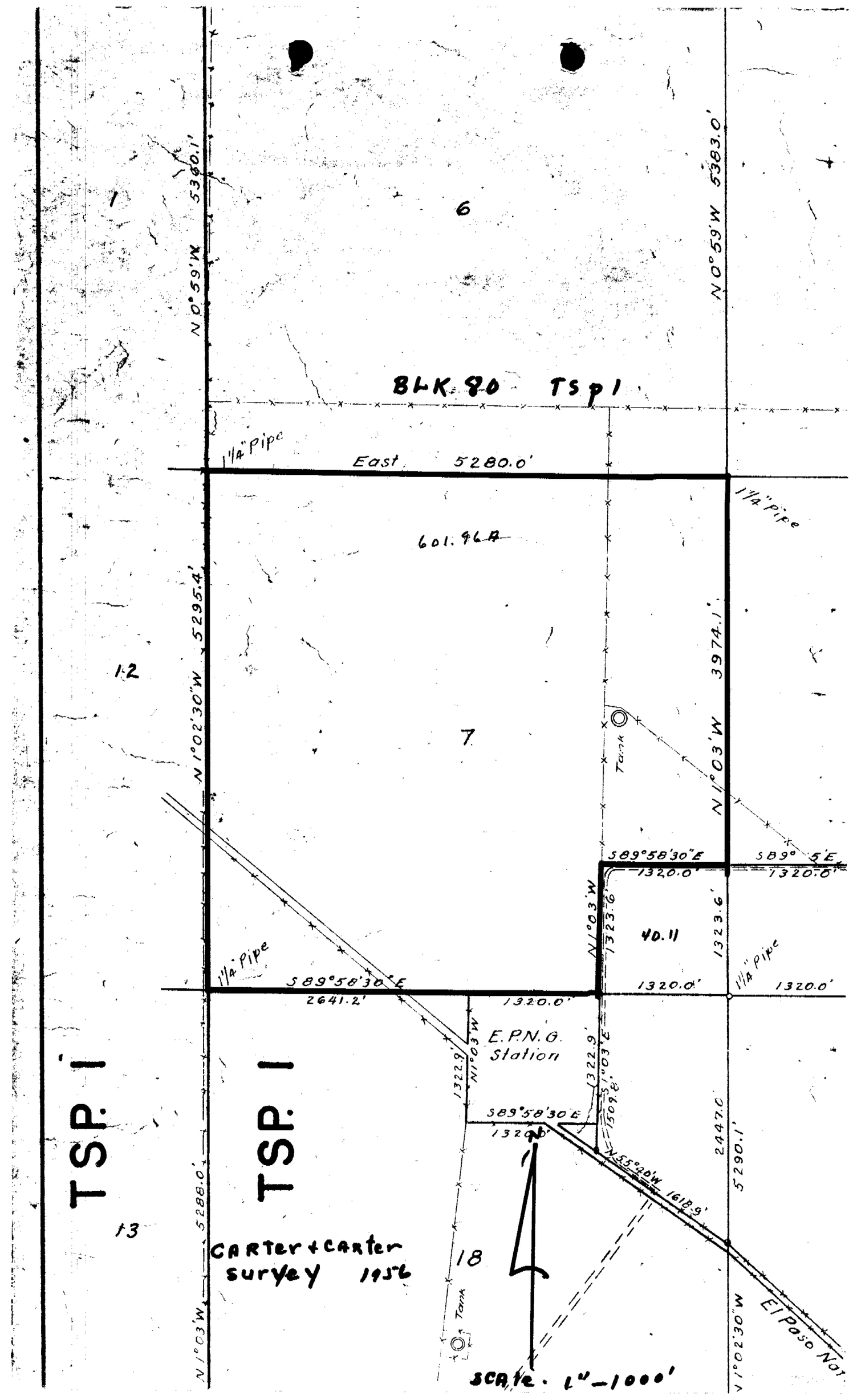
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ROBERT B. PRICE, President of PRICE'S PRODUCERS, INCORPORATED, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the said PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, and that he executed the same as the act of such Corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of September 1954.

TOM. B. NEWMAN, Notary Public
In and for El Paso County, Texas
My commission expires June 1, 1955

Tom B. Newman
Notary Public in and for
El Paso County, Texas.




BLK 80 TSP I
1
6
N 0°59'W 5390.1'
N 0°59'W 5383.0'
1¼" Pipe
East 5280.0'
1¼" Pipe
601.96A
12
7
N 1°02'30"W 5295.4'
N 1°03'W 3974.1'
Tank
S 89°58'30"E 1320.0'
S 89° 5'E 1320.0'
N 1°03'W 1323.6'
40.11
1323.6'
1¼" Pipe
S 89°58'30"E 2641.2'
1320.0'
1320.0'
1¼" Pipe
1320.0'
E.P.N.G. Station
N 1°03'W 1322.9'
1322.9'
S 1°03'E 1509.8'
S 89°58'30 E 1320.0'
2447.0'
5290.1'
N 55°30'W 1618.9'
13
CARTER + CARTER survey 1956
18
Tank
El Paso
N 1°02'30"W
N 1°03'W 5288.0'
SCALE. 1"—1000'
TSP. I
TSP. I

IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS

FORTY-FIRST JUDICIAL DISTRICT

CITY OF EL PASO, a municipal corporation, PLAINTIFF,	)	
VS.	:	NO. 91,096
C. C. CRAGIN, ET AL., DEFENDANTS	)	

JUDGMENT

BE IT REMEMBERED that on this 25th day of August, 1960 came on to be considered the above entitled and numbered cause, and the Plaintiff having appeared herein by John Grambling and W. C. Peticolas, its attorneys, and the Defendant, REPUBLIC NATIONAL BANK, having appeared herein by Ellis O. Mayfield, its attorney, and the Defendants, C. C. CRAGIN, JOSEPH B. GRAVES, C. A. NAIL, J. P. RICE, CNE REALTY CO., INC., TEMPRON CORPORATION OF TEXAS, TEMPRON CORPORATION and TEMPRON MILLING COMPANY, INC., having appeared herein by their attorneys, Potash, Cameron, Potash and Bernat and Don Stanford, and the Intervenor, EL PASO NATIONAL BANK, as TRUSTEE, having appeared herein by G Bianchi, Vice President its attorneys, and the Court having appointed Jack Lusman as guardian ad litem for the said C. C. CRAGIN, and the said guardian ad litem having appeared herein in person; and it appearing to the Court that the Defendant, [illegible], has heretofore been dismissed as a party defendant, and the Plaintiff having requested a dismissal of the action as against the Defendant, H. V. CROCK:

It is, therefore, ORDERED, ADJUDGED and DECREED that this action be, and the same is hereby, dismissed insofar as the Defendant, H. V. CROCK, is concerned.

And it appearing to the Court that the parties have agreed to a settlement and compromise of all matters in controversy between the parties, and that it has been agreed that the Deed of February 23, 1956 from the City of El Paso to C. C. Cragin, Trustee for Tempron Corporation of Texas, recorded in Volume 1337, Page 207 of the Deed Records of El Paso County, Texas, is void and that it and the other Deeds and Conveyances, Deeds of Trust and other instruments hereinafter set out covering said land, or any part thereof, shall be cancelled; and that the El Paso National Bank, as Trustee for C. C. and J. P. Rice, individually,
Cragin, shall be awarded the 200 acres described below, subject to the restrictions, covenants and reservations hereinafter set out:

It is, therefore, ORDERED, ADJUDGED and DECREED that the following instruments pertaining to the lands described in the Deed of February 23, 1956, mentioned above, or to a part thereof, shall be and the same are each and all hereby cancelled, set aside and held for naught:

Instrument	Grantor	Grantee	Date	Record
Deed	City of El Paso	C. C. Cragin, Tr. for Tempron Corp. of Texas	2/23/56	1337/
Deed	C.C.Cragin, Tr. for Tempron Corp. of Texas	Tempron Milling Company, Inc.	8/6/57	1356/
Deed	Tempron Milling Company, Inc.	CNR Realty Company, Inc.	10/6/58	1424/
Deed of Trust	Tempron Milling Company, Inc.	Republic National Bank of Dallas	9/17/58	706/
Deed of Trust	C.C.Cragin, Tr. for Tempron Corp. of Texas	J. P. Rice	6/5/58	691/
Deed of Trust	Tempron Milling Company, Inc.	C. C. Cragin	8/6/57	659/
Deed of Trust	Tempron Milling Company, Inc.,	C.C.Cragin, C.S.Alexander Joseph B.Graves J. P. Rice C.A. Nail	8/6/57	659/
Deed of Trust	CNR Realty Company, Inc.	Republic National Bank of Dallas	10/6/58	707/

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff, CITY OF EL PASO, do have and recover judgment for the title and possession of all of the lands described in the Deed of February 23, 1956 from the City of El Paso to C. C. Cregin, Trustee for Tempron Corporation of Texas (recorded in Volume 1337, Page 209 of the Deed Records of El Paso County, Texas), said property being described as follows:

> The following described property located in El Paso County, Texas, to-wit:
>
> All of Section 29, Block 80, Tsp. No. 1, T & P Survey, except 9.6 acres described in a Warranty Deed executed by Price Producers, Inc., as grantor, to Robert B. Price, grantee, recorded in Book 1866, at Page 583 of the Deed Records in the Office of the County Clerk of El Paso County, Texas, reference to which is made for a complete description thereof, containing 630.4 acres of land, more or less.
>
> Two parcels of land in Section 29, Block 80, Tsp. No. 1, T & P Survey which are more particularly described as follows:
>
> PARCEL NO. 1:
>
> BEGINNING at the Northwest corner of said Section 29; thence along the line between Section 29 and Section 29 N. 89°55'30" E. a distance of 3541.9' to a point; thence S. 46° 44' E. a distance of 613.9' to a point; said point being 660' from the Northwest right-of-way line of Highway 62; thence along a line parallel to and 660' from U. S. Highway 62 S. 43° 16' W. a distance of 3479.2' to a point; thence N. 46° 44' W. a distance of 3142.8' to a point on the line between Section 29 and Section 30; thence along said line between Section 29 and Section 30 N. 1° 06' West a distance of 67.7' to the point of beginning and containing 111.4 acres of land, more or less.
>
> PARCEL NO. 2:
>
> BEGINNING at a point on the line between Section 29 and Section 30 which point bears S. 1° 06' E. a distance of 1736.3' from the Northwest corner of said Section 29; thence S. 46° 44' E. a distance of 1960.7' to a point; said point being 660' from the Northwest right-of-way line of Highway 62; thence along a line parallel to and 660' from U. S. Highway 62, S. 43° 16' W. a distance of 1200.00' to a point; thence N. 46° 44' W. a distance of 794.7' to a point on the line between Section 29 and Section 30; thence along said line between Section 29 and Section 30 N. 1° 06' W. a distance of 1673.6' to

the point of beginning and containing 38.1 acres of land, more or less.

All of Section 30, Block 80, Tsp. No. 1, T & P Survey containing 640 acres of land, more or less,

save and except the 200 acre tract described below, and subject to all property rights vested in the State of Texas, in El Paso County, El Paso Natural Gas Company, El Paso Electric Company and Mountain States Telephone & Telegraph Company by Quitclaim Deeds, Right-of-Way Deeds or Right-of-Way Easements now of record in the office of the County Clerk of El Paso County, Texas, and to the Leases to the

And it appearing to the Court that C.C. Cragin has heretofore paid Seventeen Thousand Six Hundred and No/100 ($17,600.00) Dollars for the hereinafter described 200 acres and that El Paso National Bank, as Trustee for C. C. Cragin, and J. P. Rice, individually, should be allowed to retain said 200 acres at that price:

It is ORDERED, ADJUDGED and DECREED that the EL PASO NATIONAL BANK, AS TRUSTEE FOR C. C. CRAGIN and J. P. RICE, individually, do have and recover judgment for the title and possession in the following proportions, El Paso National Bank, Trustee for C. C. Cragin, 62.89%, and J. P. Rice, individually, 37.11%, of the following described property:

A tract of land, being a portion of and located in Section 30, Block 80, Township 1, Texas and Pacific Surveys, City and County of El Paso, Texas, being more particularly described as follows:
BEGINNING at a point, said point being the southwest section corner of Section 30, Block 80, Township 1;
Thence North 1° 05' 30" West a distance of three hundred sixty and no hundredths (360.00) feet more or less to a point;
Thence North 89° 59' East a distance of seventy five and no hundredths (75.00) feet more or less to a point, said point being the true point of beginning;
Thence North 1° 05' 30" West parallel and 75 feet East of section line common to Section 21, Block 81 and Section 30, Block 80, a distance of one thousand four hundred twenty-eight and nine hundredths (1428.09) feet more or less to a point;
Thence North 89° 59' East a distance of five thousand one hundred forty six and thirty six hundredths (5146.36) feet more or less to a point;
Thence South 1° 06' East parallel and 60 feet West of section line common to Sections 30 and 29, Block 80, a distance of one thousand four hundred twenty eight and nine hundredths (1428.09) feet more or less to a point;
Thence South 89°59' West a distance of three hundred and no hundredths (300.00) feet more or less to a point;
Thence South 1° 06' East a distance of three hundred and no hun-

dredths (300.00) feet more or less to a point;
Thence South 89°59' West parallel and 60 feet North of section line Common to Sections 30 and 31, Block 80, Township 1, a distance of four thousand five hundred forty six and sixty hundredths (4546.60) feet more or less to a point;
Thence North 1°05' 30" West a distance of three hundred and no hundredths (300.00) feet more or less to a point;
Thence South 89° 59' West a distance of three hundred and no hundredths (300.00) feet more or less to the true point of beginning,
The above described tract of land containing 200 acres more or less,

subject, however, to the following reservations and covenants running in favor of the City of El Paso, Texas:

1. El Paso National Bank, as such Trustee, its successors and assigns, and J. P. Rice, his heirs, executors and assigns, so long as the City of El Paso or its Public Service Board supplies them, their heirs, executors, successors or assigns with water delivered at the Southwest Corner of Section 30, Block 80, Township 1, T & P Ry. Co. Survey, El Paso County, Texas, at the times and in the quantities required by them, their heirs, executors, successors or assigns, said quantities not to exceed normal delivery through a 12" line at 50-lb Pressure, and at rates not in excess of those charged other industrial users in the same area, will not pipe any water from outside sources to supply them, their heirs, executors, successors or assigns, and they, their heirs, executors, successors and assigns agree to buy all water needed for said land and their operation from the City of El Paso. In the event the City of El Paso does not, or is unable to comply with the terms of this Paragraph 1, and after sixty days' written notice to the City of El Paso, they, their heirs, executors, successors or assigns may procure such water as may be needed by them from other sources;
2. All water in and under the land herein awarded to the El Paso National Bank, as such Trustee, and J. P. Rice, is reserved to the City of El Paso, but without any right of ingress or egress on the part of the City of El Paso, except as stated in Paragraph 1 above;

and subject to the following restrictions, which shall be a covenant running with the land in favor of the City of El Paso for a period of sixteen years from the date of this judgment, and shall be binding on El Paso National Bank, as such Trustee, its successors and assigns, and J. P. Rice, his heirs, executors, and assigns:

1. The land herein awarded to the El Paso National Bank, as such Trustee, and J. P. Rice, shall be used solely for industrial purposes for a period of sixteen years from the date hereof. By the term "industrial purposes" is meant the establishment of a factory or plant for the manufacture or assembly of any goods, wares or products;

2. El Paso National Bank, as such Trustee, its successors or assigns, and J. P. Rice, his heirs, executors and assigns, shall not deposit any waste, radioactive material or other material on the land that will contaminate the water supply in said area;

and subject to all property rights vested in the State of Texas, in El Paso County, El Paso Natural Gas Company, El Paso Electric Company and Mountain States Telephone & Telegraph Company by Quitclaim Deeds, Right-of-Way Deeds or Right-of-Way Easements now of record in the office of the County Clerk of El Paso County, Texas, and to the Leases to the Standard Oil Company of Texas and Southern Pipe Lines, Inc.; further, there is excepted from the property herein vested in the El Paso National Bank, as Trustee for C. C. Cragin and J. P. Rice all oil, gas and other minerals of every nature in and under said land, and all water under said land is excepted and reserved to the City of El Paso, and the Defendants shall have their Writ of Possession for said land.

It is further ORDERED, ADJUDGED and DECREED that the EL PASO NATIONAL BANK, as TRUSTEE FOR C. C. CRAGIN, do have and recover

judgment against the CITY OF EL PASO for the principal sum of ONE HUNDRED TWENTY THOUSAND, FIVE HUNDRED EIGHTY NINE AND 75/100 ($120,589.75) DOLLARS.

It is further ORDERED, ADJUDGED and DECREED that all other parties recover nothing as against the Plaintiff or the other Defendants, and that all relief not herein specifically granted is hereby denied.

It is further ORDERED, ADJUDGED and DECREED that all costs of this proceeding be, and the same are hereby, assessed against the Plaintiff, and it appearing to the Court that said judgment and all costs have been paid, let no execution issue.

SIGNED this 25th day of August, 1960.

JUDGE

APPROVED:

Travis White, City Attorney

Attorneys for City of El Paso

Attorney for Republic National Bank

POTASH, CAMERON, POTASH & BERNAT

BY

Attorneys for C. C. Cragin, Joseph B. Graves, C. A. Nail, J. P. Rice, CNR Realty Co., Inc., Tempron Corporation of Texas, Tempron Corporation and Tempron Milling Company, Inc.

Attorney for El Paso National Bank, as Trustee for C. C. Cragin

Guardian Ad Litem for C. C. Cragin

Public Service Board of City of El Paso
P. O. Box 511
El Paso, Texas

EL PASO, TEXAS 79901

June 24, 1966

Attn: Mr. John Hickerson

TO HARDIE, GRAMBLING, SIMS & GALATZAN DR.
ATTORNEYS AND COUNSELORS AT LAW
THIRD FLOOR, EL PASO NATURAL GAS COMPANY BUILDING

	To legal services rendered to date in handling Kopilowitz et al v. City of El Paso, #94,536, 65th District Court, El Paso County				
	Court time: 7½ days @$200.00			$1,500	00
	Other time: 52 hrs. @$25.00			1,300	00
	TOTAL TO DATE			$2,800	00

HARDIE, GRAMBLING, SIMS & GALATZAN
ATTORNEYS AND COUNSELORS AT LAW
THIRD FLOOR, EL PASO NATURAL GAS COMPANY BUILDING
EL PASO, TEXAS 79901

THORNTON HARDIE
ALLEN R. GRAMBLING
HAROLD L. SIMS
MORRIS A. GALATZAN
WILLIAM B. HARDIE
JOHN A. GRAMBLING
WILLIAM J. MOUNCE
WILLIAM T. DEFFEBACH
MALCOLM HARRIS

SAM SPARKS

June 24, 1966

Public Service Board of City of El Paso
P. O. Box 511
El Paso, Texas

Attention: Mr. John Hickerson

Re: Kopilowitz et al v. City of El Paso,
#94,536, 65th District Court, El Paso
County, Texas

Gentlemen:

I am pleased to enclose herewith a signed copy of the judgment entered on June 23, 1966, whereby it is ordered that the Plaintiffs take nothing by their suit. The Plaintiffs will appeal the case, and have ordered the record for appeal, but we are of the opinion that the judgment will be affirmed, in any event, the worst that can happen to you would be a new trial of the suit. It will be several months before the Court of Civil Appeals can render a decision.

Also enclosed is our bill for services rendered to date, for which we will appreciate your remittance. Said bill is computed upon the basis set out in my letter of October 28, 1960, addressed to Mr. C. G. Whyburn, Chairman of the Public Service Board, to which letter reference is hereby made.

Yours very truly,

Harold L. Sims

HLS:sw
Encls.

6/3/66

IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS

SIXTY-FIFTH JUDICIAL DISTRICT

LAZAR KOPILOWITZ and K B S REALTY CORPORATION, Plaintiffs, - vs - CITY OF EL PASO, TEXAS, a Municipal Corporation, Defendant.	)	NO. 94,536 JUDGMENT

BE IT REMEMBERED that on the 6th day of June, 1966, came on to be considered the above entitled and numbered cause, and the plaintiffs having appeared herein by their attorneys, MALCOLM McGREGOR and NORMAN N. ROSEN, and the defendant, CITY OF EL PASO, having appeared herein by its attorneys, HAROLD L. SIMS and W. C. PETICOLAS, and a jury consisting of ARTHUR ORTIZ, JR. and eleven other good men and women, having been empaneled, considered the evidence, and prior to the submission of the cause to the jury the defendant having filed a Motion for Instructed Verdict and the Court being of the opinion that the Court should have granted such Motion for Instructed Verdict, and it appearing further that after considering the evidence, the jury could not agree on the answer to any of the questions except they did answer Question No. 1 "Yes", and thereupon the Court discharged the jury, and it appearing that the defendant filed an Amended Motion for Judgment Notwithstanding the Inability of the Jury to Arrive at a Verdict, and the Court being of the opinion that such Motion is good and should be granted, and the Court also being of the opinion that the cause should be withdrawn from the jury, and the jury's

answer "Yes" to Question No. 1 should be set aside, and that Judgment should be rendered for defendant;

It is, therefore, ORDERED, ADJUDGED, and DECREED that the jury's answer "Yes" to Question No. 1 be, and the same is hereby set aside, and the cause is withdrawn from the jury; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant's Motion for Instructed Verdict be, and the same is hereby granted, and the defendant's Amended Motion for Judgment Notwithstanding the Inability of the Jury to Arrive at a Verdict is hereby granted; and

IT IS FURTHER ORDERED that the plaintiffs, LAZAR KOPILOWITZ and K B S REALTY CORPORATION take nothing from the defendant, CITY OF EL PASO; and

IT IS FURTHER ORDERED that plaintiffs' Motion for Mistrial be, and the same is hereby overruled; and

IT IS FURTHER ORDERED that all costs of this proceeding be, and the same are hereby assessed against the plaintiffs for which let execution issue; to all of which action and rulings of the Court the plaintiffs in open court excepted, and gave notice of appeal to the Court of Civil Appeals for the Eighth Supreme Judicial District sitting at El Paso, Texas.

SIGNED this 23rd day of June, 1966.

R L Cunningham
JUDGE

APPROVED AS TO FORM:

Attorneys for Plaintiffs

Attorneys for Defendants