



TxDOT ROW UTILITY WEEK

THE POWER OF YOU - Delivering Right-Of-Way Solutions to Texas

TxDOT Utility Coordination

Standard Utility Agreement

A Guide to Utility Agreement Best Practices

Utility Coordinator's Meeting

Day 1 - 4:00pm-4:30pm

12/12/2023

Track 1 Session 3

Day 2 - 12/13/2023

November 2023 Edition





Mr. Paul Fierro is a Utility Specialist for the ROW Division Utility Portfolio Section. He began his career in 1995 working for the survey department in the Fort Worth District's Keene Area Office for 2 years before transferring to the South Tarrant County Area Office as a Construction Inspector for the next 6 years. As a construction inspector his duties included being the Chief Inspector for various projects and managing the effort of the field inspectors, verifying the roadway contractors daily progress, and providing guidance when needed to help deliver the projects in a timely manner. After time served in construction inspection, he accepted a position in the ROW/Utility section as a Utility Inspector literally following in his dad's footsteps filling the same position his dad vacated after retirement. In this position Mr. Fierro was responsible for the inspection of newly permitted utility installations, as well as utility adjustments and relocations in proposed roadway construction projects for the next 3 years. In 2004 he was promoted to Utility Coordinator in which he applied his previous experience to successfully manage and coordinate the districts reimbursable and non-reimbursable utility adjustments/relocations. In 2013 he accepted one of the 3 newly created positions as a ROW Utility Specialist where he has provided guidance, training, helped to develop the foundation for the current ROW101 training, and numerous presentations. His hobbies include working with leather, bike riding, and spending time with family.



A.

STANDARD UTILITY AGREEMENT

B. U Number: _____ Utility ID: _____

C. District: _____ County: _____
 Federal Project No.: _____ Highway: _____
 ROW CSJ: _____ From: _____
 Highway Project Letting Date: _____ To: _____

D. This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("State"), and _____ ("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 certain 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");

E. **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: [Enter scope of work here or submission will not be complete] ; 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

Initial _____ Date _____ TxDOT	Initial _____ Date _____ Utility
-----------------------------------	-------------------------------------

A. TxDOT ROW-U-35 Form Identifying Block:
 This is the form Identifying block. This form can be found on the ROW Division SharePoint site (Utilities / Utility Forms tab. This form is required to be the latest version found when assembling.

- All pages need to be from the same version of the form used numbered 1-12.

B. U# / Utility ID Number:
 This is the Unique Identifying Number referred to as the (Utility ID Number) in TxDOTCONNECT. This number will automatically generate once the District UC enters Utility information in TxDOTCONNECT. Instructions can be found in the Utility Accommodations Toolkit in Crossroads. (TxDOTCONNECT Job Aid – Utility Page)

C. ROW-U35 Information Block:
 This is the projects general project information. This can be found in TxDOTCONNECT. Once logged in the District UC can find the general project information by starting in the projects tab and filtering by multiple filters provided, examples are: CCSJ, ROW CSJ, ROW Project ID, Control Section, District/Division, County etc... once the UC finds the project in question the project information can be found in the project details tab.

D. Utility Name:
 Formal Name, as registered with the Secretary of State.

General Notes:

- ***** Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



STANDARD UTILITY AGREEMENT

U Number: Utility ID:

District:
Federal Project No.:
ROW CSJ:
Highway Project Letting Date:

County:
Highway:
From:
To:

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("State"), and ("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 certain 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");

E. 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: [Enter scope of work here or submission will not be complete] ; 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

* Initial Date Initial Date
TxDOT Utility

E. Statement/Scope of work: (TxDOT Utility Manual Chapter 9, Section 5 – Statement of Work):

The statement of work must be sufficiently written to provide a clear and general understanding of the work covered by the agreement. Do not use the phrase "see attached plans" in place of a complete statement of work. The description must be in narrative form and must represent the work appearing on the plans and in the estimate. The statement of work must include: Highway stationing; Size and type of facility; length or magnitude; estimated contract length; quantity; pertinent material specification; and unique circumstances.

Examples:

- Adjust an existing 69 kV transmission line to clear Interstate Highway 10 at highway station 468+42 by installing two 80-foot H-frame suspension structures with double cross arms and remove three 50-foot single pole structures. Minimum clearance will be 30 feet over the roadway.
- Remove three 50-foot poles with appurtenances and 1,300 feet of 3-phase #4 ACSR wire. Install two 75-foot H frame structures and 3-75-foot single poles with appurtenances along with 1,700-feet of 3-phase #4 ACSR wire between Highway Station nos. 942+00 and 953+00.
- Lower approximately 100 feet of 10-inch steel high-pressure gas line at highway Station 182+00 and encase approximately 70-feet with 14-inch steel encasement. Minimum depth of cover under the pavement structure will be 42-inches with 30-inches of cover under ditches. Vent pipes will be placed at each right of way line.

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



Form ROW-U-35
(Rev. 10/20)
Page 2

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. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference 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.

F.

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, 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.

G.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$ _____ 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");

*

Initial	Date	Initial	Date
TxDOT		Utility	

F. Buy America – Buy America and Steel and Iron Preference:

The District UC should notify utility of its responsibility to verify and support all BUY AMERICA compliance per current BA guidance letter dated May 5, 2021 found in the Utility Accommodations Toolkit.

G. Lump Sum:

This area is for agreements that will be assembled as a Lump Sum as indicated on Attachment "B". If the assembly is to be Lump Sum the amount of the agreement should be entered here. If the agreement will be Actual Cost this field should be filled in with (N/A).

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



Form ROW-U-35
(Rev. 10/20)
Page 3

- 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.



Initial	Date	Initial	Date
TxDOT		Utility	

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



Form ROW-U-35
(Rev. 10/20)
Page 4

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

UTILITY

Utility: _____
Name of Utility

By: _____
Authorized Signature

H. _____
Print or Type Name

Title: _____

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: _____

* Initial Date Initial Date
TxDOT Utility

H. Utility Signature block:

This area is for the Utility to execute the agreement. Signature must be by person with signature authority for such documents (*i.e. Company President, Vice President, or Elected official*).

Note: Where the above-mentioned Signature Authority is not available, or company delegates signature authority TxDOT Form ROW-U-40 will need to be executed and added to the Standard Utility Agreement submittal.

I. TxDOT TP&D Recommendation Signature block:

This area is for the TP&D of the respective District to recommend execution to the District Engineer. Note: Agreement recommendation can also be signed by the Districts TP&D designee in his absence.

J. TxDOT District Engineer Execution block:

This area is for the district engineer to execute the agreement. Note: Agreement can also be executed by District Engineers designee in his absence.

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



Form ROW-U-35
(Rev. 10/20)
Page 5

Attachment "A" Plans, Specifications, and Estimated Costs

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

1. Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.
2. 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.
3. We understand the Buy America Compliance Requirements 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

*

Initial	Date	Initial	Date
TxDOT		Utility	

1. This option is used when the Utility Owner has expressed that they ***DO NOT*** have Items in their proposed relocation / adjustment plans that will need to be BUY AMERICA compliant.

2. This option is used when the Utility Owner has BUY AMERICA items in their relocation / adjustment plans in which there are non-domestic iron and steel materials in which the total cost does not exceed one-tenth of one percent (0.1%) of the agreement amount or \$2,500.00, whichever is greater. (DeMinimus equation)

3. This option is used when the Utility Owner has Items in their relocation / adjustment plans that need to be monitored for BUY AMERICA compliance. Forms listed on the cover sheet need to be provided as well.

- ***NOTE: Compliance will need to be verified prior to installation.***

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



Plan Submittals: See Utility Manual Chapter 6 Section 2 for plan requirements.

Below is a list of required items to be shown on the plans, this is only a partial listing of the required information, to see a complete list refer to the Utility Manual Chapter 6 Section 2.

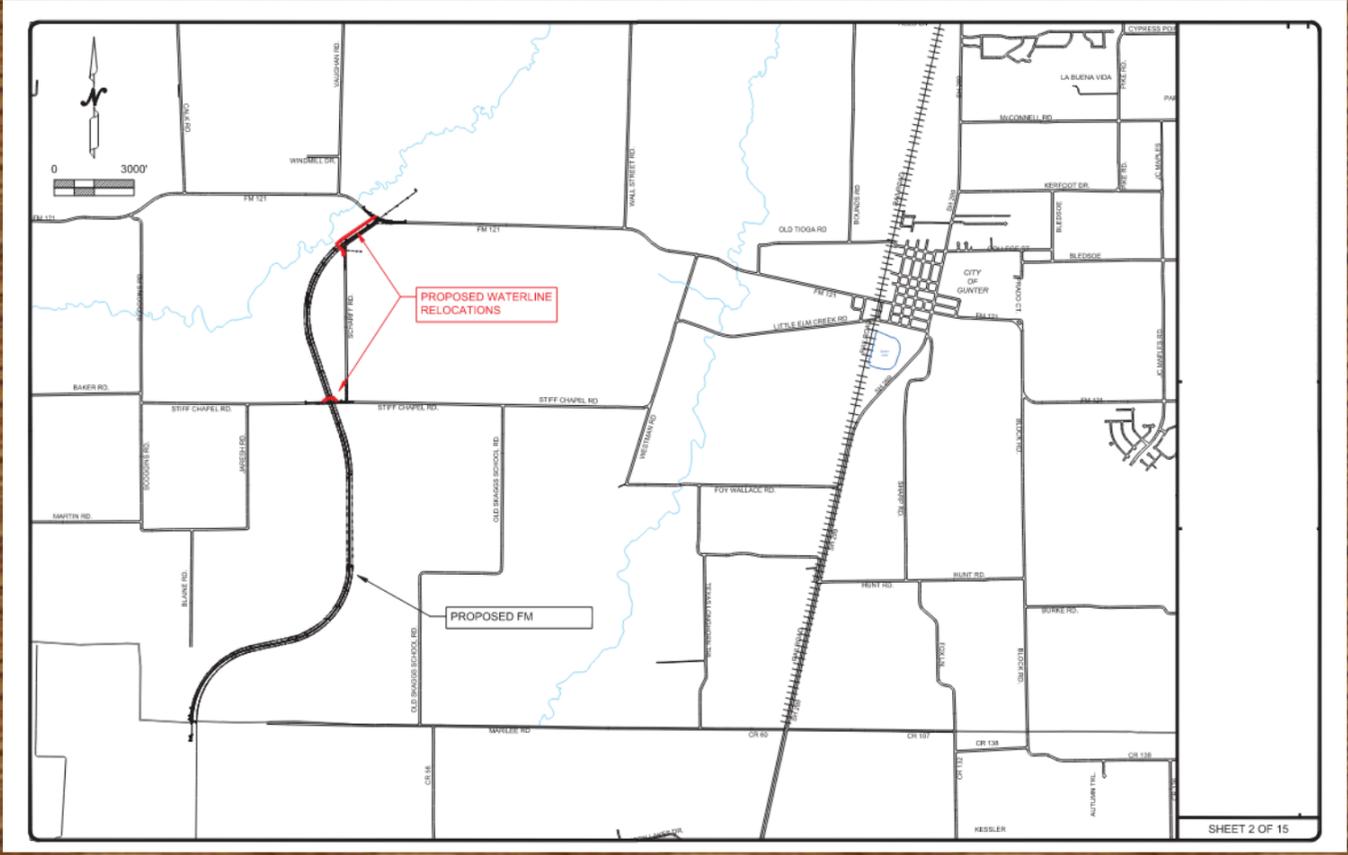
Required items:

1. Vicinity map
2. Symbols used to represent existing and proposed facilities; (Clearly explain the symbols using legends or notations.)
3. Existing and proposed highway right of way.
4. Existing and proposed utility facility.
5. TxDOT highway centerline stationing.
6. Limits of compensable interests. (show limits of Easement, utility’s property interest)
7. To determine the eligibility ratio, a distinction of that portion of the adjustment located on utility-owned right of way and public right of way must be made.

Notes:

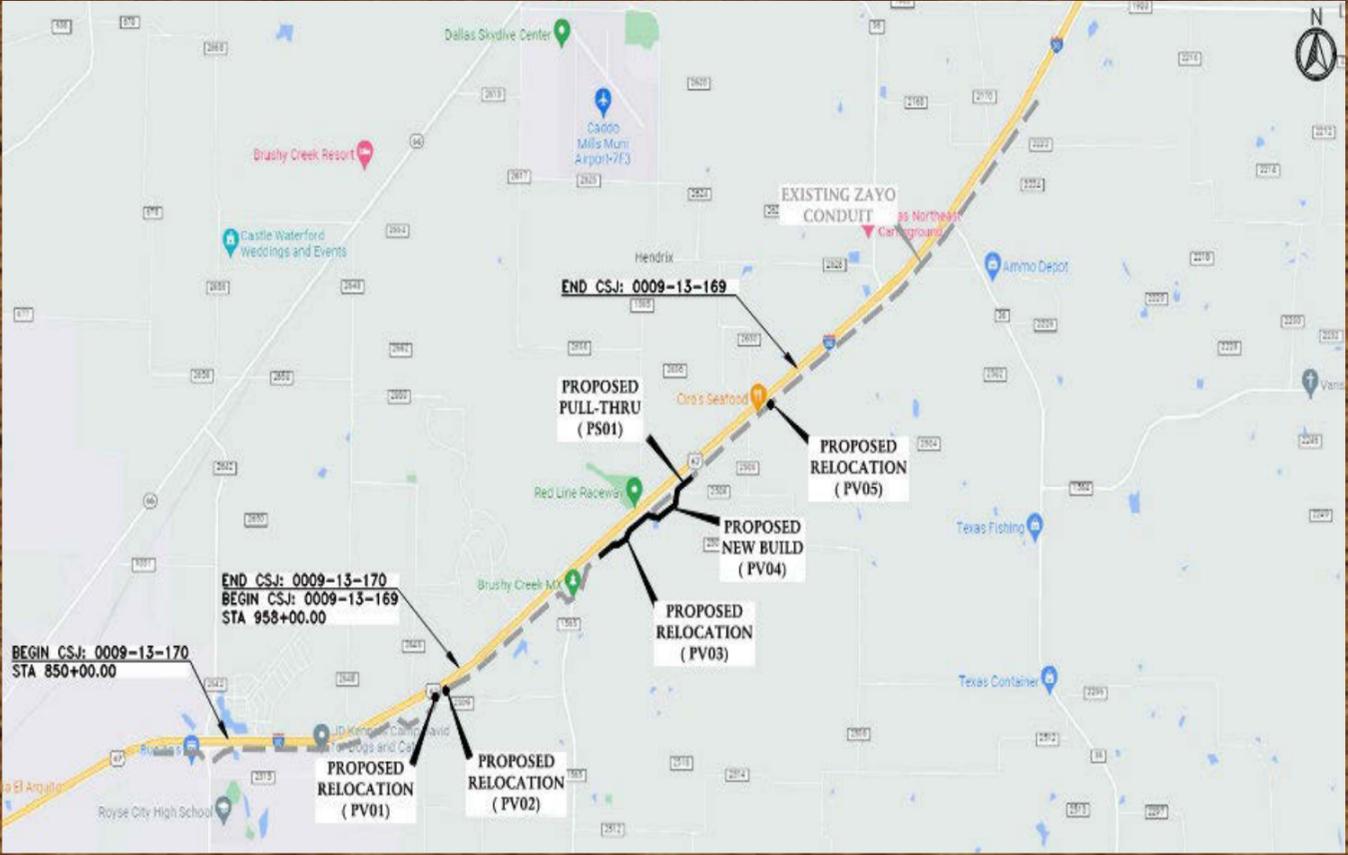
- Plans must be legible and easy to read.
- Plans must show direct conflict with proposed roadway project.

***Utility plans will be reviewed by the District to verify that the adjustment is necessary, justified, feasible, economical, and UAR-compliant**



Chapter 6 — Utility Plans and Specifications Section 2 Utility Plan Preparation

A vicinity map may be used to illustrate the scope of an adjustment and the extent to which the utility system is affected.





Examples of Legends and notation used to explain existing and proposed ROW, Utilities, Property Interest. Overhead Pole locations...

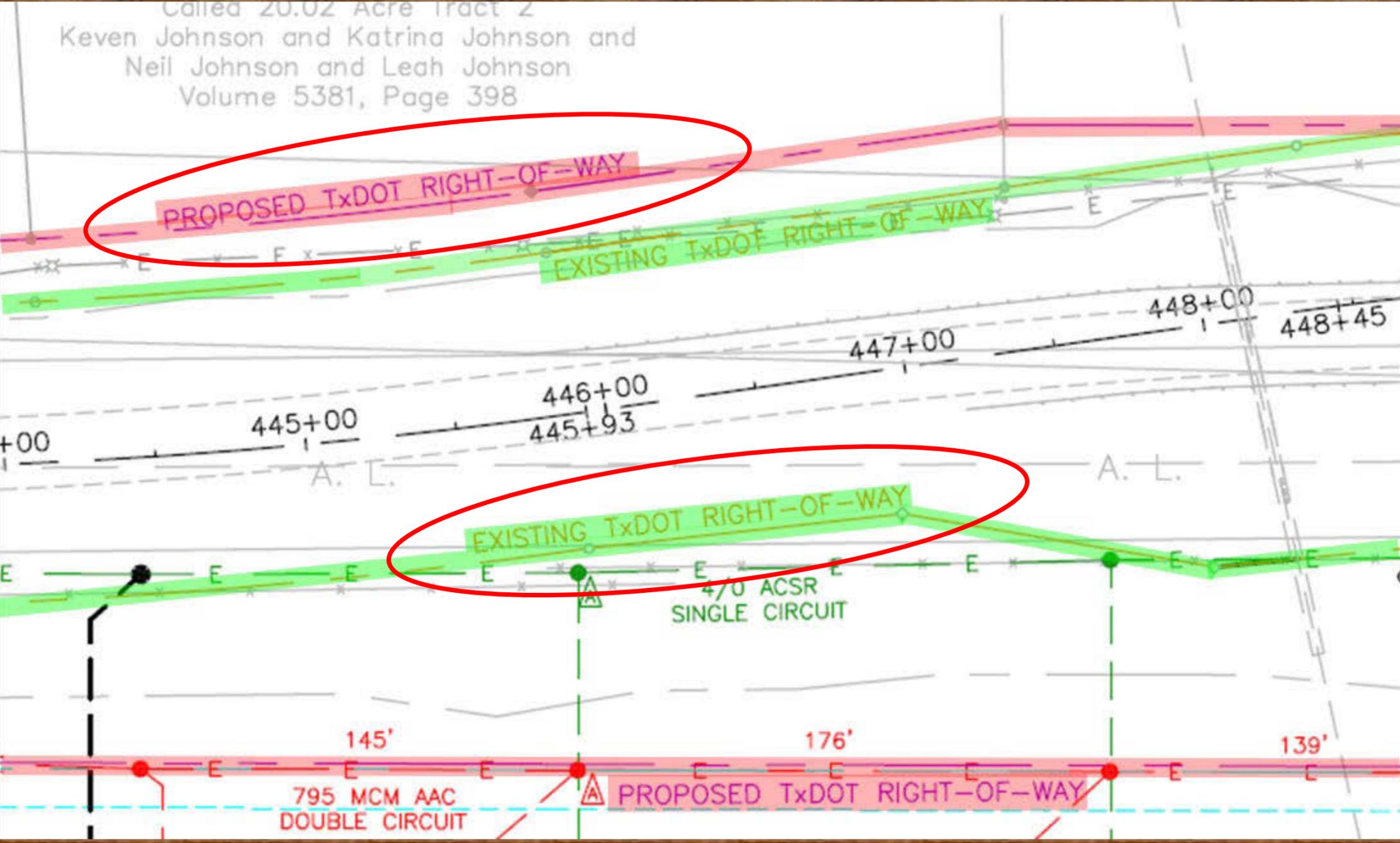
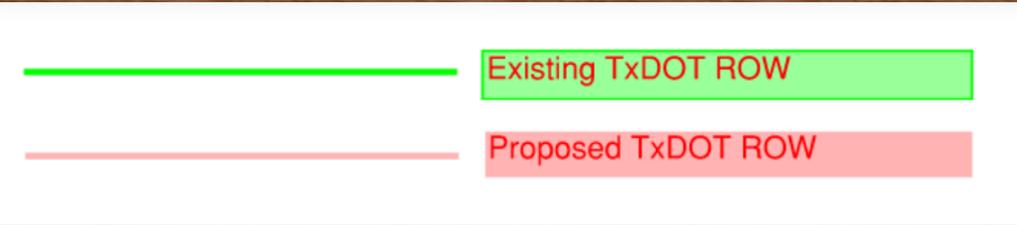
LEGEND	
SYMBOL	DESCRIPTION
	WATERLINE - EXISTING
	WATERLINE - TO BE ABANDONED
	WATERLINE - PROPOSED
	FITTINGS
	GATE VALVE
	WATER METER
	ROW - EXISTING
	ROW - PROPOSED
	EXISTING ROADWAY
	PROPOSED ROADWAY
	PROPERTY LINES
	BUILDINGS
	EXISTING EASEMENT
	PROPOSED EASEMENT

Existing	New	Retire	
			POLE
			SINGLE DOWN GUY

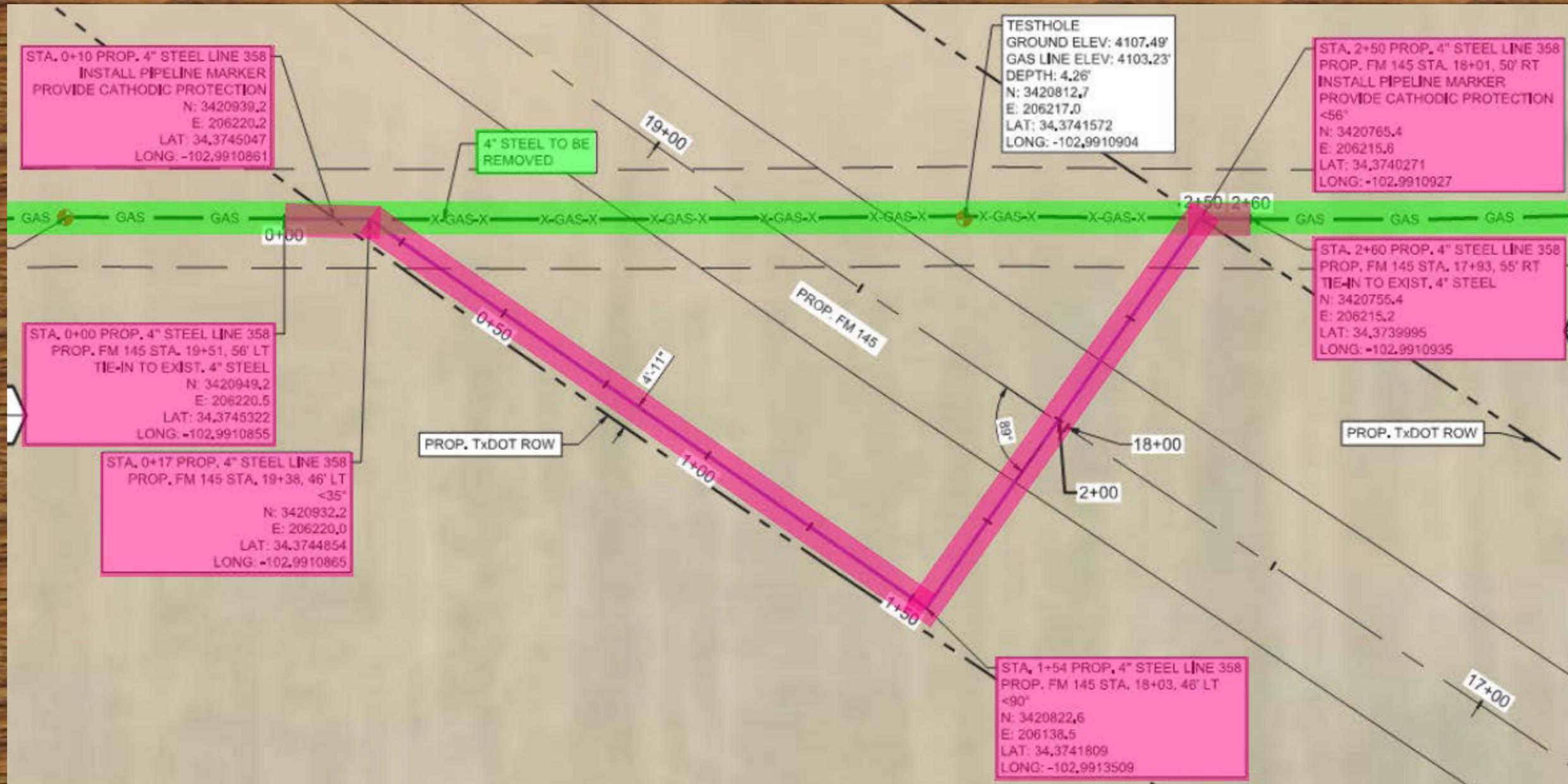
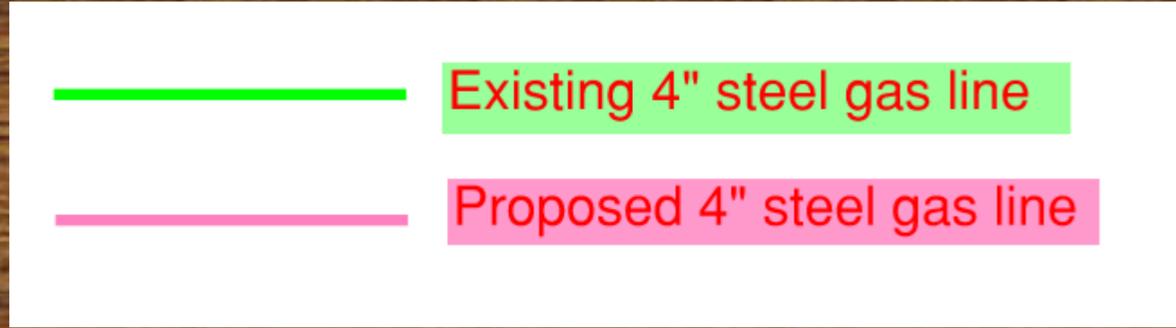
LEGEND	
	EXISTING RIGHT OF WAY
	PROPOSED RIGHT OF WAY
	EXISTING WATER LINE
	PROPOSED WATER LINE
	PROPOSED EASEMENT
	PROPOSED YELOMINE

LEGEND	
	TxDOT PARCEL NO PROPERTY OWNER AFFIDAVITS ACQUIRED
	EXISTING WATERLINES
	REPLACEMENT IN KIND
	ELECTED BETTERMENT
	FORCED BETTERMENT

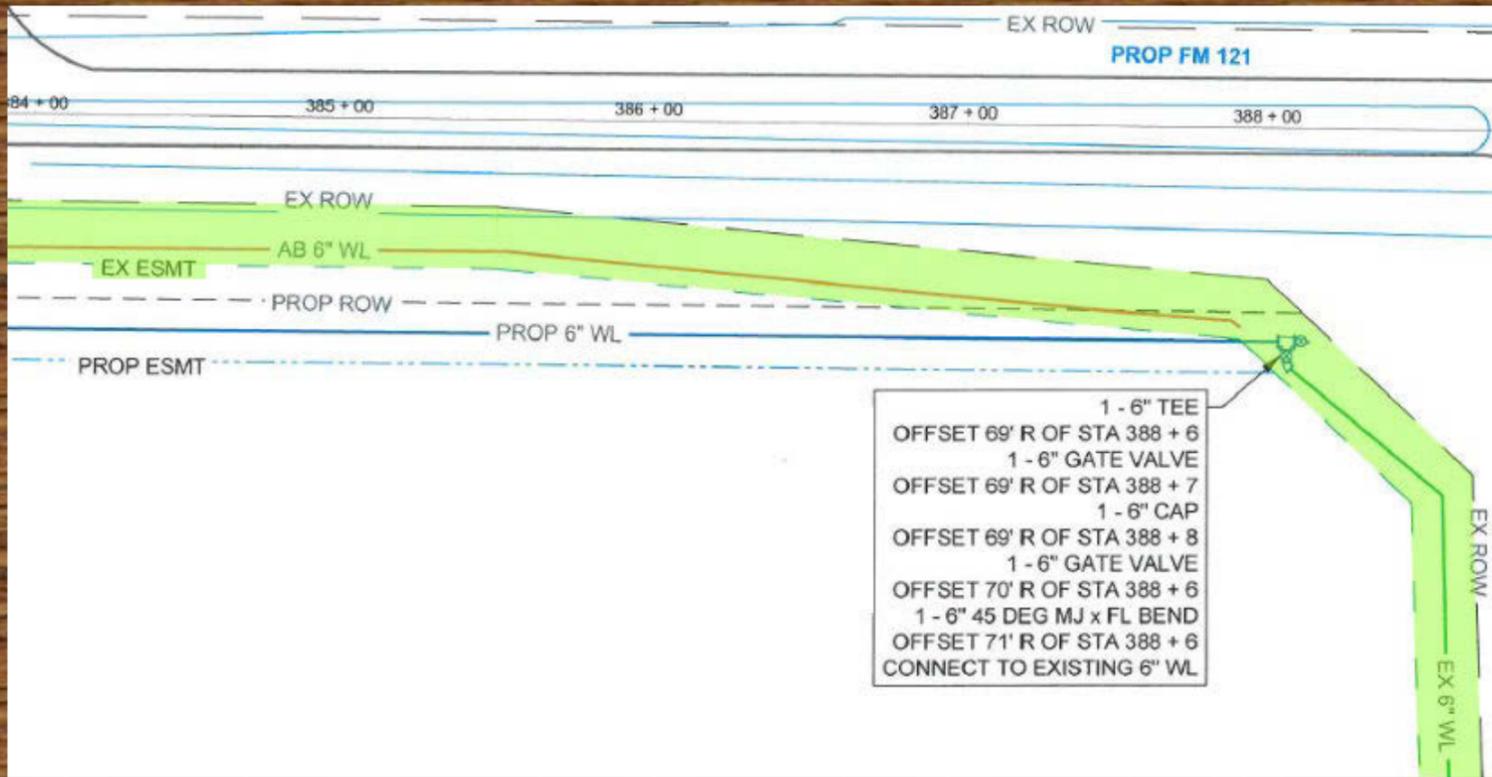
Basic Plans – Existing and Proposed Highway Right of Way



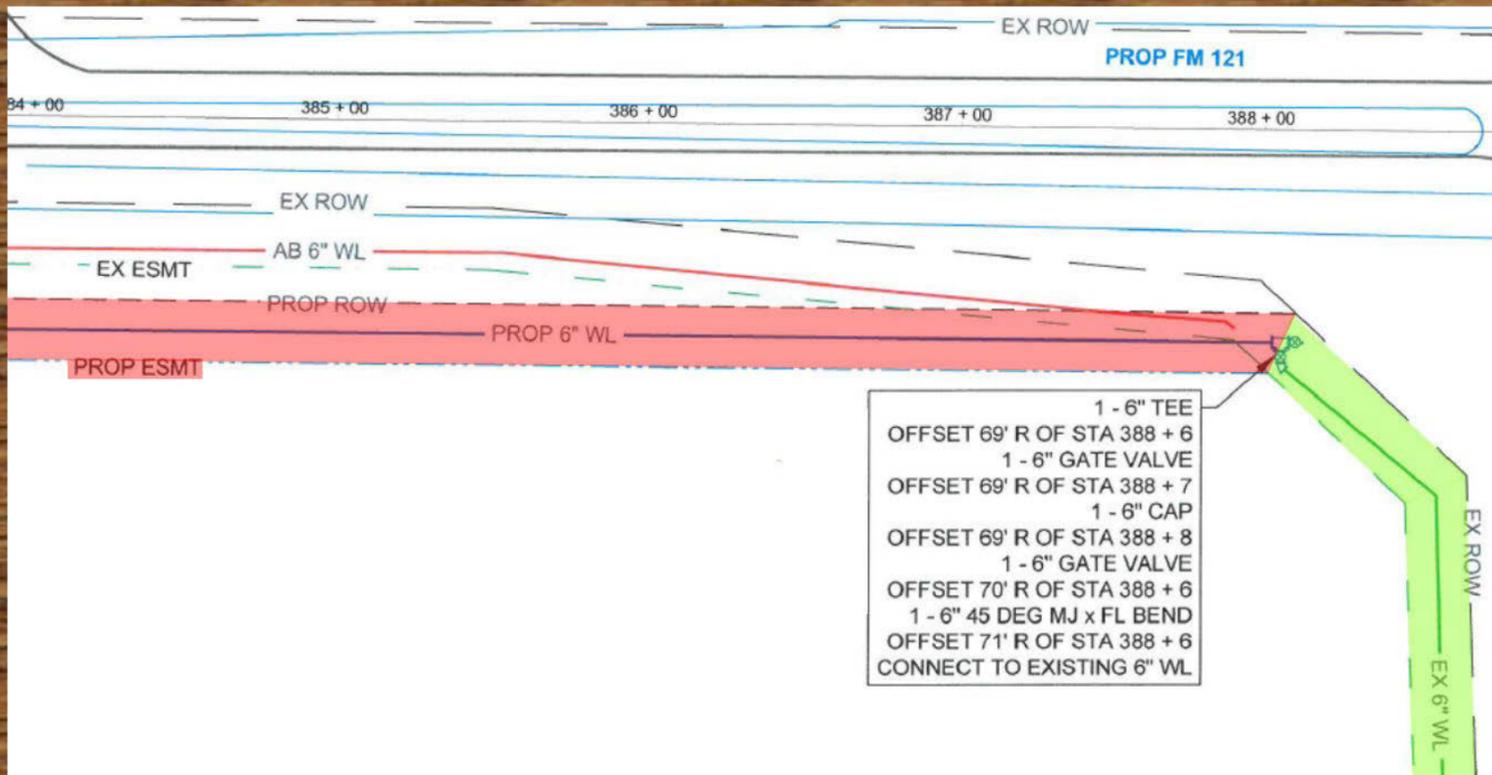
Basic Plans – Existing and Proposed Utility Facility



Basic Plans – Utility Easements

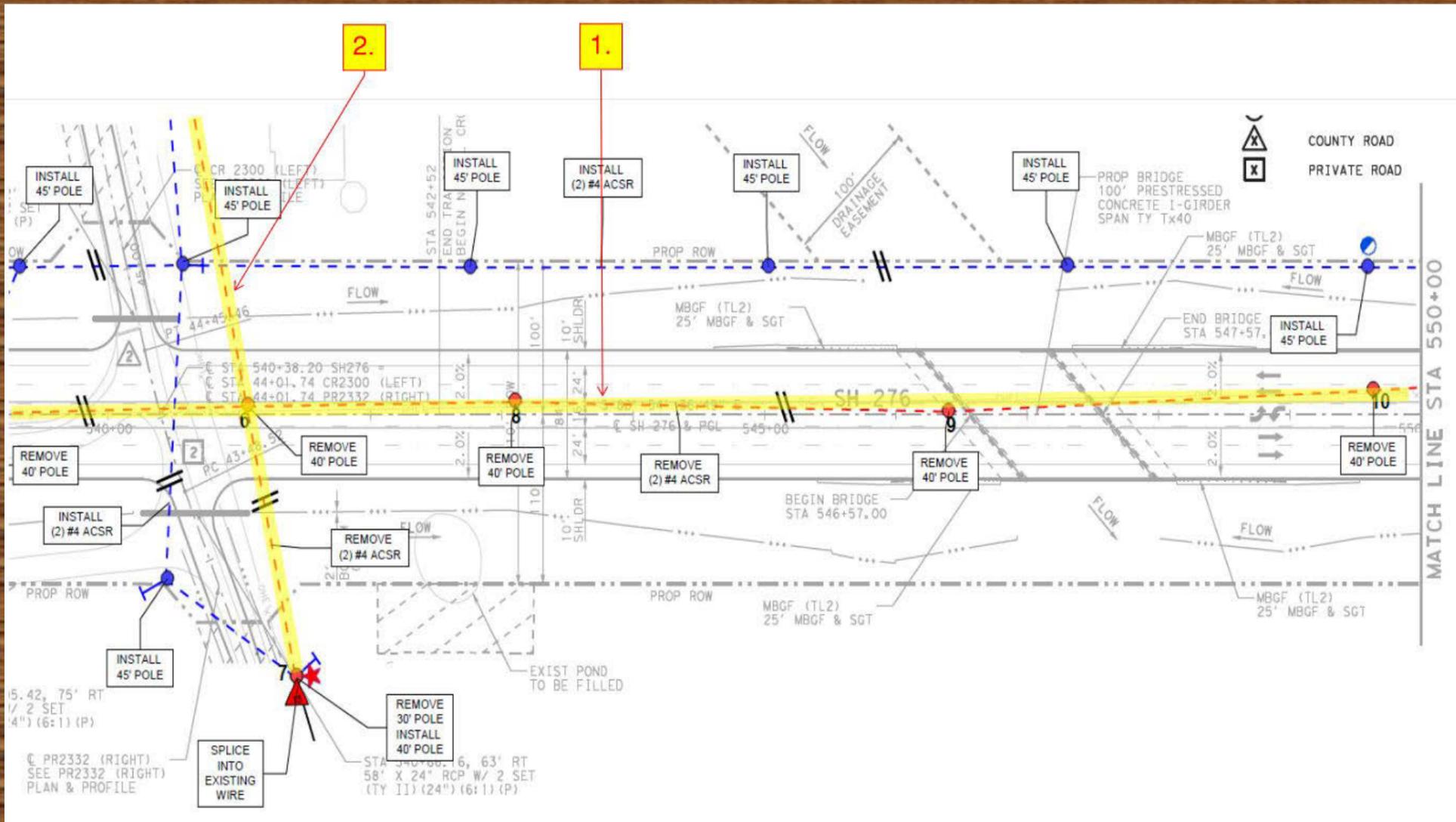


Utility's Easement boundaries need to be represented and properly labeled on the plan/s view and shown in the legend.





What are the Conflicts?



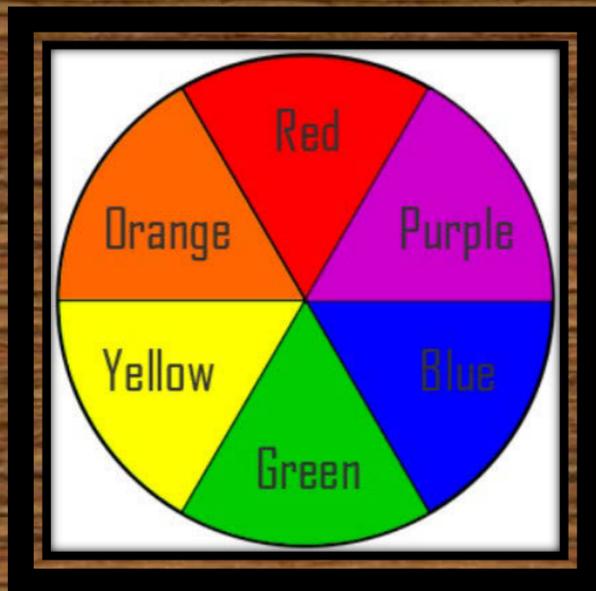
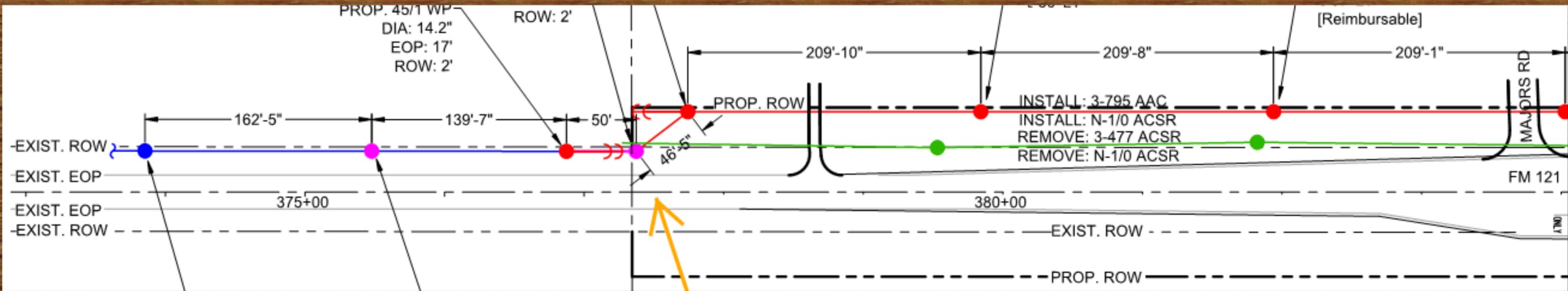
1. Existing Facility is running down the center of the proposed highway.

2. Existing crossing does not meet TAC Rules for proper angle of crossing.

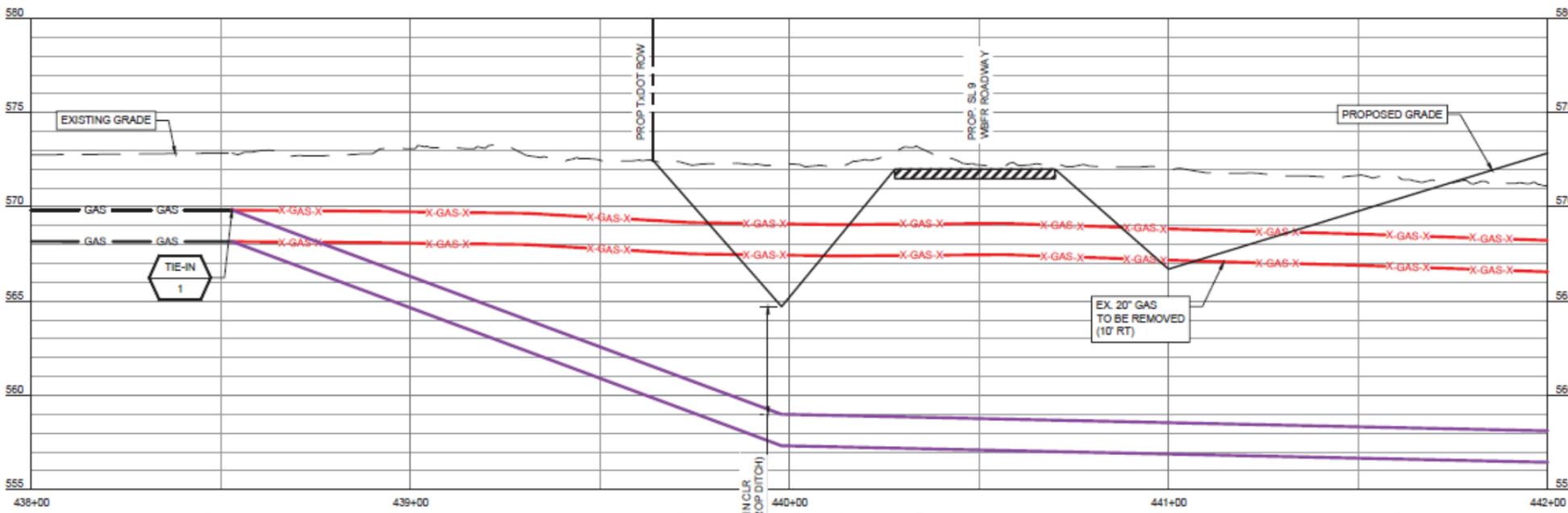
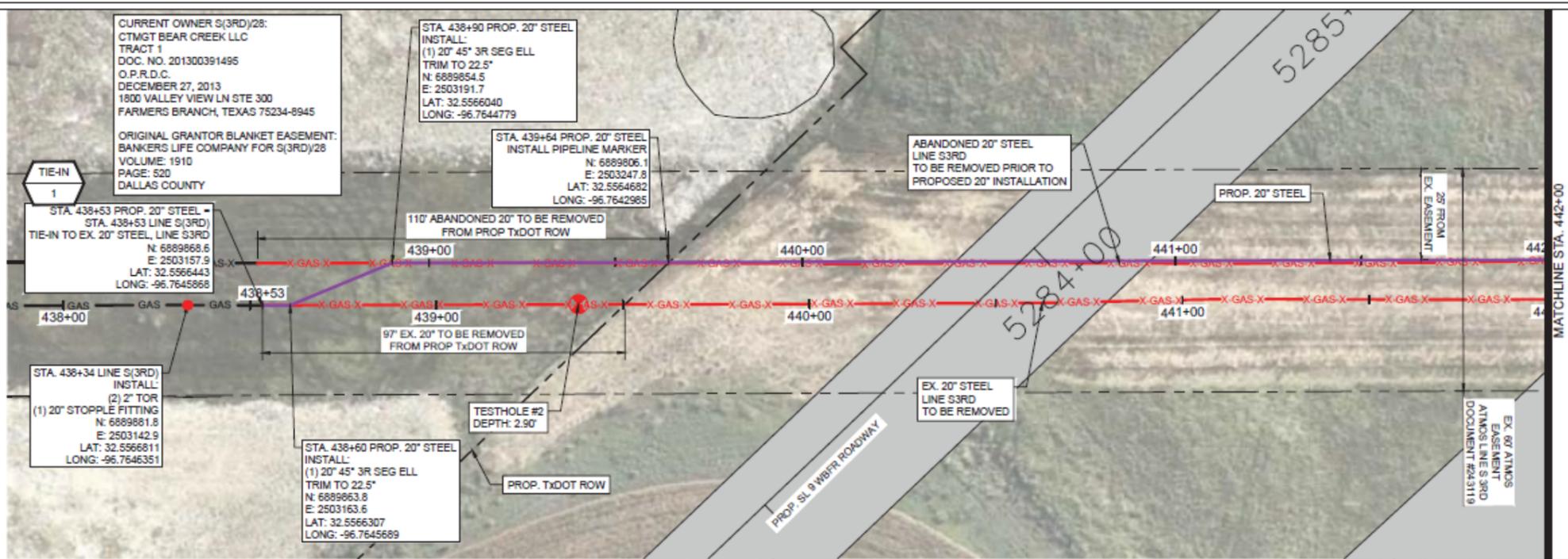
RED - Existing Facility
BLUE - Proposed Facility



Color Coding the Plans helps to make them clear and easily understood for anyone that is not familiar with the project.



- FACILITIES TO BE REMOVED
- FACILITIES TO BE REPLACED
- FACILITIES TO BE INSTALLED
- EXISTING FACILITIES



Profile Views – Why?

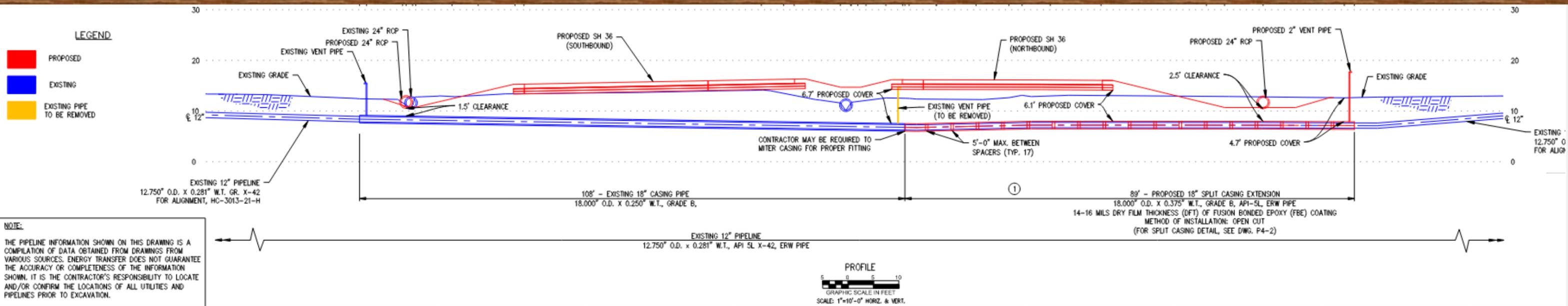
1. To ensure the proposed facility meets the UAR.
2. Shows the existing facility in conflict.

Note:

- Casing is required under the highway or Barlow's Equation.
- State actual top of the pipe elevations.
- Clearances from other structures and/or utilities.



A Good All-Around Profile Example





**Attachment “A” Cost Estimate – TxDOT Utility Manual Chapter 7
Utility Cost Estimates, Section 2 Cost Estimate Methods and Categories**

A list of required items are to be shown on the plans, this is only a partial listing of the required information, to see a complete list refer to the Utility Manual Chapter 7 Section 2.

The cost estimate submitted in support of the agreement will set forth the items of work to be performed, as broken down into the following categories:

Categories:

- Materials and supplies
 - Material required to be BUY AMERICA must be noted on the estimate with an asterisk (*)
- Labor
- Overhead
- Transportation and equipment
- Traffic control
- Right of way
 - A valuation of the replacement right of way must be conducted before the initiation of negotiations.
- Salvage, Abandoned Facilities, and Removal of Materials
- Credits
- Betterments
- Items to be paid in highway contract or directly to the utility

- All the above items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis.
- Estimates of cost should adhere to General Accounting Procedures (GAP) and Federal Acquisition Regulations (FAR).

- **Note:** All items in the estimate shall be identified by Item, Description, Unit and Unit Cost.



**Attachment “A” Cost Estimate – TxDOT Utility Manual Chapter 7
Utility Cost Estimates, Section 2 Cost Estimate Methods and Categories**

Line Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
1	3" SDR 21 CL 200 PVC Water Line	960	LF	\$ 15.00	\$14,400.00
2	3" DR 17 Yelomine Certa-Lok PVC WL	320	LF	\$ 17.00	\$ 5,440.00
3	3" Gate Valve and Box {*}	2	EA	\$1,000.00	\$ 2,000.00
4	2" Flush Valve including G.V. & Box {*}	2	EA	\$1,300.00	\$ 2,600.00
5	3" Mainline Connection	2	EA	\$1,800.00	\$ 3,600.00
6	Bore and 6" HDPE Casing	280	LF	\$ 45.00	\$12,600.00
7	New 3/4" Service Meter, Connection, etc.	1	EA	\$ 750.00	\$ 750.00
8	Markers	8	EA	\$ 60.00	\$ 480.00
9	Metal Detectable Tape	1,000	LF	\$ 0.20	\$ 200.00
ESTIMATE TOTAL (Items 1-9)					\$42,070.00

Materials:

- Major items of materials must be itemized.
- Items of materials and supplies should be shown as assembly units with unit prices.
- All materials subject to Buy America or state Iron and Steel Preference Provisions must be identified.



Labor:

- The estimate must show person-hours by the rate for the job title.
- All labor charges and expenses shown must be in conformity with similar charges that are reflected in the accounts of the utility and incurred in its normal operations.

External Engineering - Cost documented with INVOICES and / or CHECKS				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Lamar Technical Services, INC - Technician I	HR	1352.75	\$ 100.00	\$ 135,275.00
Lamar Technical Services, INC - Technician II	HR	17.25	\$ 50.00	\$ 862.50
				\$ -
M&S Engineering - Technical Specialist I	HR	1297.5	\$ 125.00	\$ 162,187.50
M&S Engineering - Project Technician IV	HR	58.5	\$ 95.00	\$ 5,557.50
M&S Engineering - Admin. III	HR	0.25	\$ 80.00	\$ 20.00
M&S Engineering - Senior Technician III	HR	223	\$ 115.00	\$ 25,645.00
M&S Engineering -Senior Technician I	HR	195	\$ 105.00	\$ 20,475.00
M&S Engineering - Project Manager I	HR	56	\$ 150.00	\$ 8,400.00
M&S Engineering - Senior Technician II	HR	297	\$ 110.00	\$ 32,670.00
M&S Engineering - Reimbursables Mileage	EA	4242	\$ 0.66	\$ 2,778.51
M&S Engineering - Reimbursables Lodging	DAY	28	\$ 176.00	\$ 4,928.00
M&S Engineering - Reimbursables Meals	EA	84	\$ 20.65	\$ 1,734.60
				\$ -



Form ROW-U-35
(Rev. 10/20)
Page 6

Attachment “B” Accounting Method

Actual Cost Method of Accounting

A. 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

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

Attachment “B” (Accounting Method) – TxDOT Utility Manual Chapter 9 Section 2.

- *This cover sheet is meant to let TxDOT know the Utilities accounting method for this agreement.*

A. **Actual Cost:** Agreements are approved on an estimated cost basis that will be adjusted to reflect the actual cost of the adjustment at the time of billing and be verified by audit. If any costs are incurred for a reimbursable utility adjustment before an approved agreement, TxDOT will not reimburse the utility for those costs.

B. **Lump Sum:** Agreements are approved based on very detailed plans and supported estimates of cost that will not be adjusted to reflect changes in costs or be verified by audit. Lump sum agreements can be approved up to \$500,000.00 by the District.

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.

*

Initial Date Initial Date
TxDOT Utility



Form ROW-U-35
(Rev. 10/20)
Page 7

Attachment “C” Schedule of Work

Estimated Start Date: _____, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): _____

Estimated Completion Date: _____

CFR – 645.113 - furnished a schedule for accomplishing the work

TAC – 21.22 - (5) a date by which the utility will begin and an estimated date of completion of the adjustment, modification, relocation, or removal.

CFR 635.121- Contract Time and Time Extensions - Project staff should determine what the controlling operations are and assess the potential impact of the proposed work

Attachment “C” (Schedule of Work) – TxDOT Utility Manual Chapter 9

Forms and Agreements:

- **CFR – 645.113** - furnished a schedule for accomplishing the work.
- **TAC – 21.22** - (5) a date by which the utility will begin and an estimated date of completion of the adjustment, modification, relocation, or removal.
- **CFR 635.121** Contract Time and Time Extensions - Project staff should determine what the controlling operations are and assess the potential impact of the proposed work.

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



Initial	Date	Initial	Date
TxDOT		Utility	



Form ROW-U-35
(Rev. 10/20)
Page 8

Attachment “D” Statement Covering Contract Work

(ROW-U-48)
(ROW-U-48-1, if applicable)

Construction Contract:

- 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 utility consultant.

This document outlines who will be performing the utility companies actual work and the cost associated with the accommodation. It will identify if they will be performing the adjustment / relocation with internal, external forces or will be joint bidding the project with TxDOT to meet the project schedule.



Initial	Date	Initial	Date
TxDOT		Utility	

Attachment “D” Statement covering contract work (TxDOT form ROW-U-48)

TxDOT Utility Manual Chapter 9 – Forms and Agreements; Chapter 11

Billing and Payments, CFR – 645.115 Construction

- This document outlines who is doing the work and the cost associated with the accommodation.
- This attachment is for the utility to identify if they will be performing the adjustment/relocation with internal, external forces or will be joint bidding the project with TxDOT to meet TxDOT’s project schedule.

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



ROW-U-35 Instructions Attachment “D” Statement Covering Contract Work

Form ROW-U-48
(Rev. 10/20)
Page of

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

U-Number: _____ Utility ID: _____

ROW CSJ Number: _____ District: _____

County: _____ Highway No.: _____

Federal Project No.: _____

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. _____

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 _____ Contact/Help

Title _____

A. TxDOT ROW-U-48 Form Identifying Block:
This is the form Identifying block. This form can be found on the ROW Division SharePoint site (Utilities / Utility Forms tab. This form is required to be the latest version found when assembling.

B. ROW-U-48 Information Block:
This is the projects general project information. This can be found in TxDOTCONNECT. Once logged in the District UC can find the general project information by starting in the projects tab and filtering by multiple filters provided, examples are: CCSJ, ROW CSJ, ROW Project ID, Control Section, District/Division, County etc... once the UC finds the project in question the project information can be found in the project details tab.

C. Utility company name and duly authorized representative information.

D. Option A.: Utility selects this option when soliciting open bids.

E. Option B.: Utility selects this option when soliciting for bids through a list of pre-qualified contractors. **(Must list a minimum of three).**

F. Option C.: Utility selects this option when using an existing continuing contract, in which work is regularly performed for the owner.

G. Option D.: Utility selects this option when they select to contract outside the forgoing requirements (Only used under special circumstances).

- Must have justification on why the Utility cannot go out for bids or have an existing contract

H. Option E.: Utility selects this option when work is to be done in the highway contract **(Joint Bid)**. When this option is selected form ROW-U-48-1 must be filled out and included.

- If there are costs associated that are not eligible for reimbursement, then an Advance Funding Agreement (AFA) and funds will be required at least 45 days prior to let date.



Form ROW-U-35
(Rev. 10/20)
Page 9

Attachment “E” Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)

Utility Joint Use Agreement (ROW-U-JUA)

Utility Installation Review/Permit Number:



Initial	Date	Initial	Date
TxDOT		Utility	

Attachment “E”

Utility Joint Use Acknowledgement – (ROW-U-JUA) and /or Utility Installation Request (Form 1082) aka RULIS

TxDOT Utility Manual

- Chapter 8 – Procedures for Utility Adjustments;
- Chapter 9 – Forms and Agreements; Chapter12 – Unique Conditions and Special Cases.

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



Form ROW-U-JUA
Replaces ROW-U-JUAA
(rev. 10/20)
Page of

A.

U-Number: _____ Utility ID: _____
 ROW CSJ: _____ County: _____
 District: _____ Highway: _____
 Federal Project No.: _____ From: _____
 Projected Highway Letting Date: _____ To: _____

B.

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

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

C.

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

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

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

* Initial Date Initial Date
 TxDOT Utility

A. TxDOT ROW-U-JUA Form Identifying Block:
 This is the form Identifying block. This form can be found on the ROW Division SharePoint site (Utilities / Utility Forms tab. This form is required to be the latest version found when assembling.

B. ROW-U-JUA Information Block:
 This is the projects general project information. This can be found in TxDOTCONNECT. Once logged in the District UC can find the general project information by starting in the projects tab and filtering by multiple filters provided, examples are: CCSJ, ROW CSJ, ROW Project ID, Control Section, District/Division, County etc... once the UC finds the project in question the project information can be found in the project details tab.

C. Name of Utility company as registered with the Secretary of State’s Office.

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



Form ROW-U-JUA (rev. 10/20), Replaces ROW-U-JUA
Page of

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

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

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

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

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

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

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

UTILITY

Utility: _____
Name of Utility

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

[Contact/Help](#)

EXECUTION RECOMMENDED:

Director of TP&D: _____ 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

Date: _____

* Initial Date Initial Date
TxDOT Utility

D. Utility Signature block:

This area is for the Utility to execute the agreement. Signature must be by person with signature authority for such documents (*i.e. Company President, Vice President, or Elected official*).

Note: Where the above-mentioned Signature Authority is not available, or company delegates signature authority TxDOT Form ROW-U-40 will need to be executed and added to the Standard Utility Agreement submittal.

E. TxDOT TP&D Recommendation Signature block:

This area is for the TP&D of the respective District to recommend execution to the District Engineer.

- Note:** Agreement recommendation can also be signed by the Districts TP&D designee in his absence

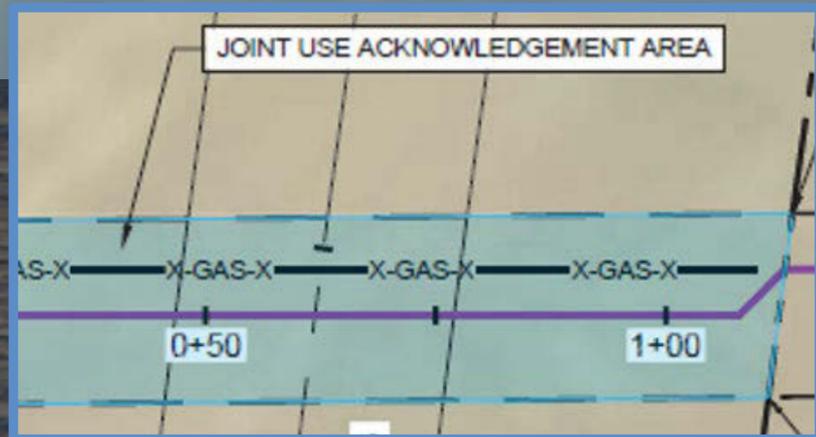
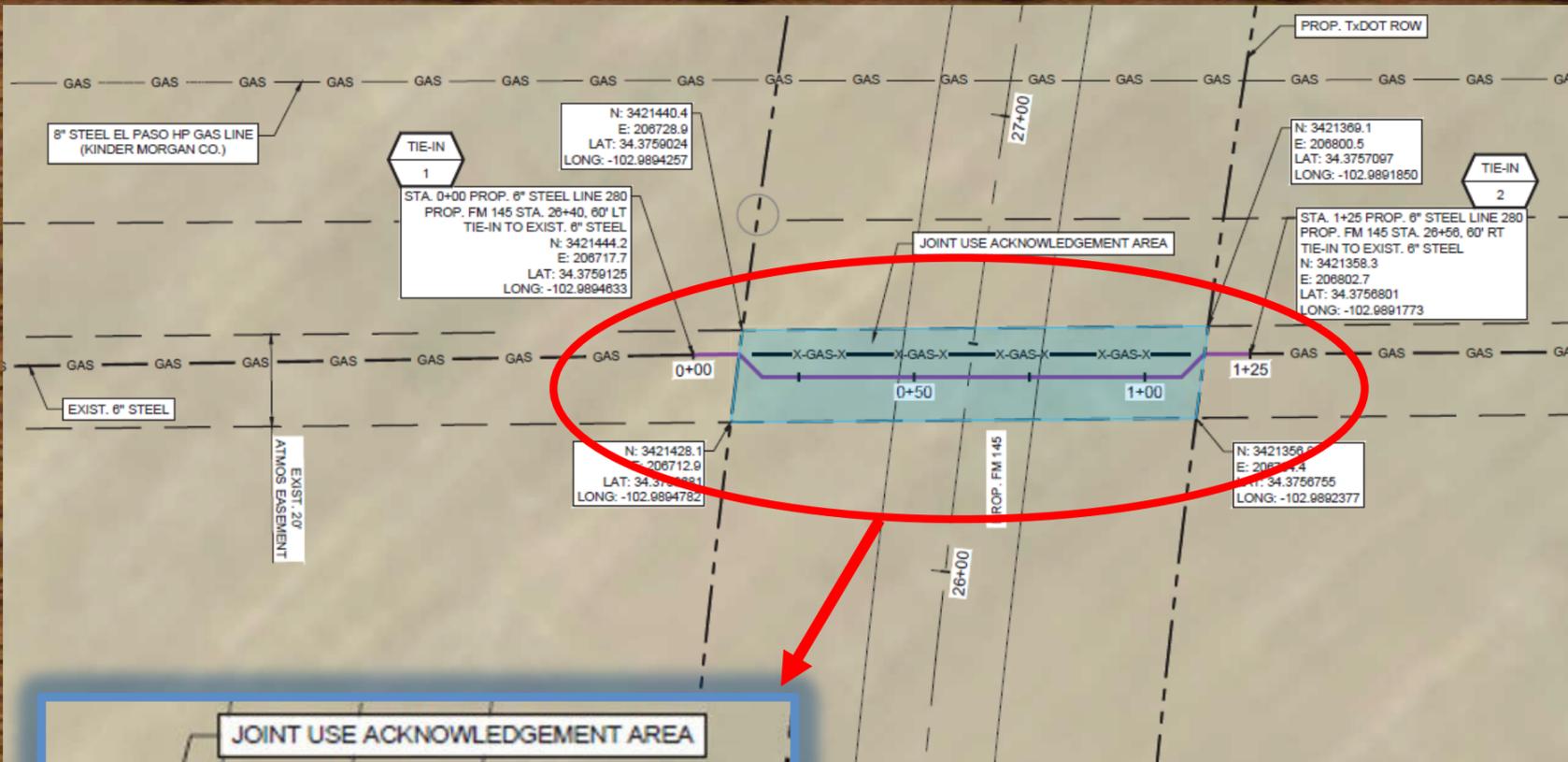
F. TxDOT District Engineer Execution block:

This area is for the district engineer to execute the agreement.

- Note:** Agreement can also be executed by District Engineers designee in his absence.

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



Utility Joint Use Acknowledgement, Form ROW-U-JUAA

- Allows utility companies to retain their property rights inside TXDOT right of way
 - Form to be filled out if a utility is:
 - Not in conflict and chooses to remain in place, inside their existing easement.
 - In conflict with proposed construction and will be relocating/adjusting within their existing easement.

The area to be Joint Used should be identified on a plan sheet/s and be included with the Joint Use Agreement.

Example shows the Joint Use area Highlighted and Annotated properly.



Utility Permit Approval - Permit number: 00002/20231017/19203/36284/UP
Date of Approval: 10-24-2023

UTILITY PERMIT APPROVAL

TO:	Kaiser Candace
	NextLink
	95 Parker Oaks Ln Hudson Oaks, 76087

Date:	10-24-2023
Application/Permit No.:	00002/20231017/19203/36284/UP
District:	Waco

Highway	Control Section	Maintenance Section	County
FM2837-K: At milepost 368-0.43	2868-01		McLennan

Schedule Dates: from 12/01/2023 to 03/30/2024

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. 00002/20231017/19203/36284/UP dated

10/17/2023 and accompanying documentation, except as noted below.

Special Provisions:

You are required to notify TxDOT 72 hours (3 business days) before you start construction to allow for proper inspection and coordination of workdays and traffic control plans. Use the RULIS website for the 72-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval and any approved amendments at the job site.

When installing utility lines on controlled-access highways, access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for routine service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as that apply to the general public except, however, if an emergency occurs and usual means of access for routine service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for the convenience and safety of highway traffic.

The installation shall not damage any part of the highway, and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. If the Utility Installation Owner fails to comply with any or all the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

SME - Maintenance Section Review

Review Answer: Recommend Approval

Response text: This office has no conflicts with this request

SME - Maintenance Section Review

Review Answer: Recommend Approval

Response text: This office has no conflicts with this request

SME ATTACHMENTS:

The following Documents are included in this Approved Utility Permit:

1/2

Right of Way Utility and Leasing Information System (RULIS)

- Utility Owner submits permits through RULIS system.
- The utility should obtain an approved permit before the start of construction inside of the highway right of way.
- Enter the Utility Permit number in Attachment “E” of the Standard Utility Agreement.



Form ROW-U-35
(Rev. 10/20)
Page 10

Attachment “F” Eligibility Ratio

Eligibility Ratio established: %

- Non-interstate Highway (Calculations attached)
- Interstate Highway

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.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	22
3	90	385
4	238	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

* Initial Date Initial Date
TxDOT Utility

Attachment “F” (Eligibility Ratio)

TxDOT Utility Manual Chapter 8 – Procedures for Utility Adjustments.

- **Information required to established and verify Eligibility:**
 - Existing and proposed ROW
 - Existing and proposed utility facility
 - Easement location and boundaries supported by easement documentation. This should be included in the plans provided in Attachment “A”.
- ***In developing the ratio, line length or number of poles is restricted to existing facilities located within the existing and proposed highway right of way. Existing facilities located outside the existing and proposed right of way limits will not be used in developing the ratio. However, the percentage established from the ratio will be applied to all applicable costs necessary for the adjustment.***

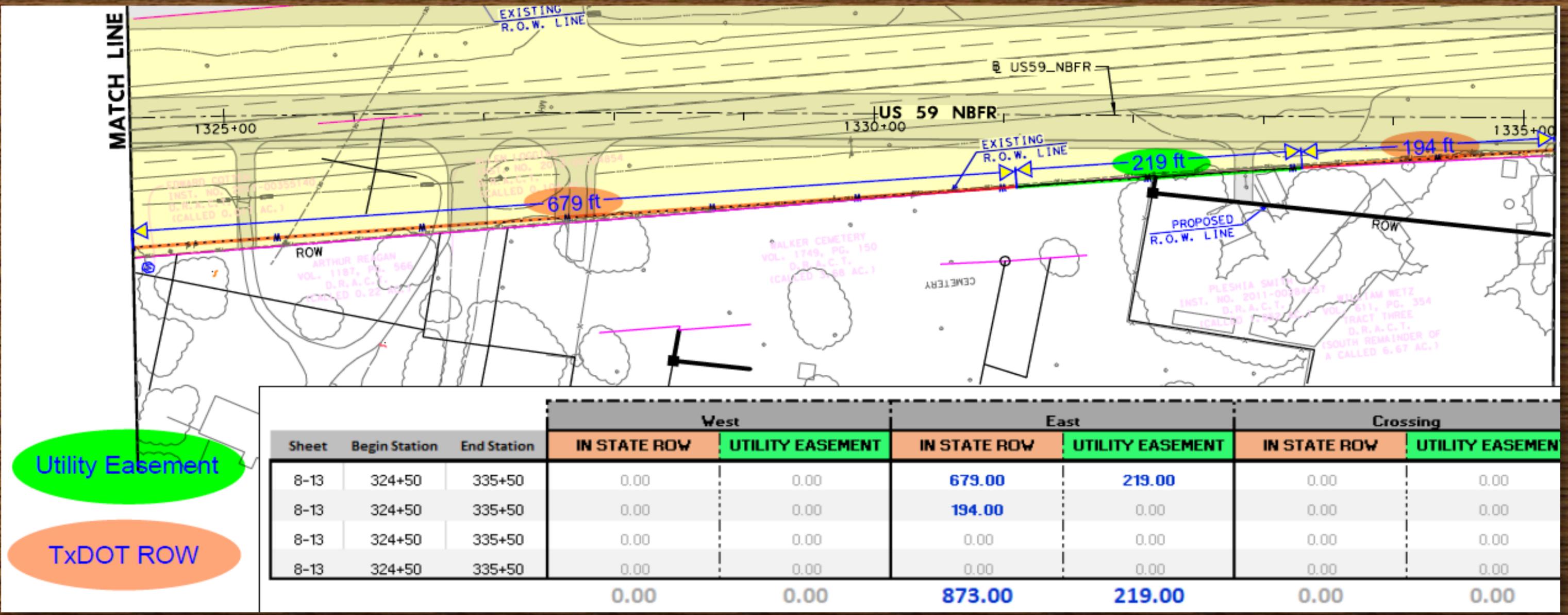
General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.

Eligibility Calculations



Facility measurements labeled/highlighted with a table (place on each page) to represent the calculations for an eligibility ratio determination.



Utility Easement

TxDOT ROW



Form ROW-U-35
(Rev. 10/20)
Page 11

Attachment “G” Betterment Calculation and Estimate

- A. Elective Betterment Ratio established: _____ %
(Calculation attached and justification below)
- B. Forced Betterment
(Provide supporting documentation)
- C. Not Applicable

Elective betterment justification statement:

* Initial _____ Date _____
TxDOT Utility

Attachment “G” (Betterment)

TxDOT Utility Manual Appendix “A” Reimbursement Guidelines and Billing Procedures for Utility Adjustments

A. Elective betterments: those constructed at the election of the utility and are not attributable to the transportation project, i.e., increased service capacity or service improvements; this type is always a non-reimbursable cost item. Credit will be required and must be indicated in the estimate for elective betterments.

▪ **Items required to establish Elective Betterment:**

- Comparative estimates: One estimate showing the In-kind replacement cost, and one estimate showing the betterment replacement cost. These estimates will be used to calculate the betterment percentage.

B. Forced betterments also known as non-elective betterments; those necessitated by transportation project construction, as shown below; this type is usually a reimbursable cost item. The following are reimbursable items and must be properly documented by the utility:

▪ **Items required to support Forced Betterment:**

- Non-stocked items that are uneconomical to purchase.
- Items to comply with governmental laws and ordinances.
- Appropriate regulatory commission codes.
- Published, current design practices regularly followed by the utility in its own work.
- Installment of replacements of equivalent standard, although not identical.
- Betterments for which there are direct benefits to, and /or are required for, the transportation project.

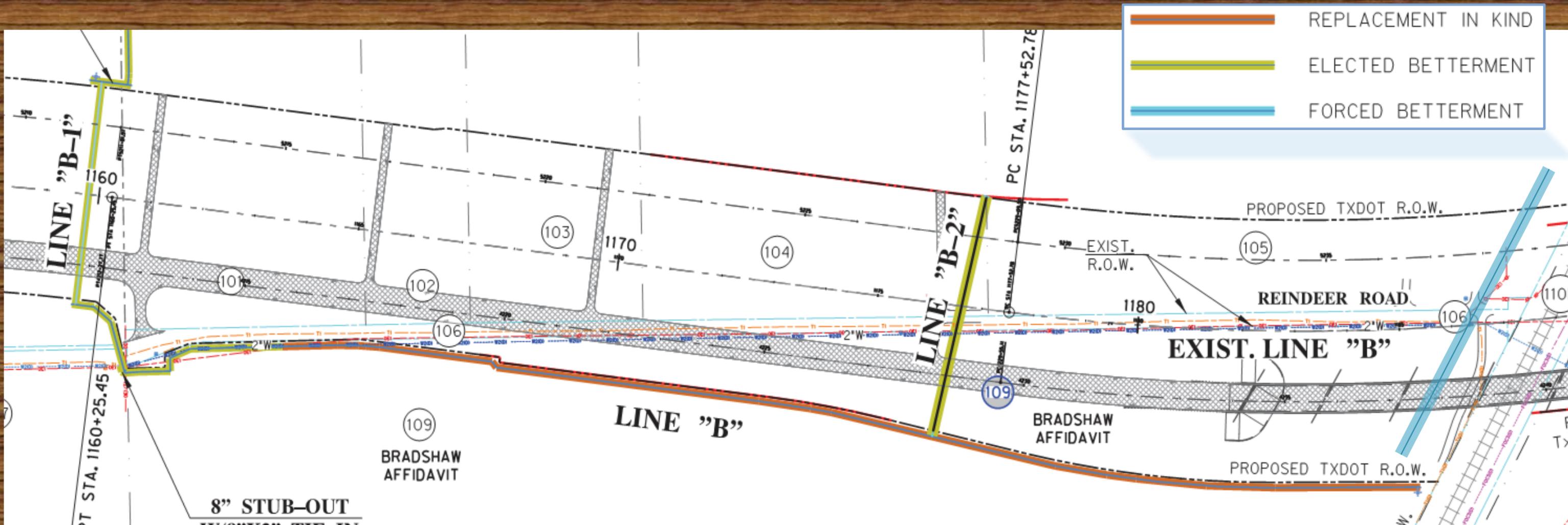
C. Not Applicable.

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



This is an excellent way to show Betterment. Line measurements should be included.





Form ROW-U-35
(Rev. 10/20)
Page 12

Attachment “H” Proof of Property Interest

1. Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.
2. 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.



Initial	Date	Initial	Date
TxDOT		Utility	

Attachment “H” – (Proof of Property Interest) - TxDOT Utility Manual Chapter 8, Procedures for Utility Adjustments, Section 2 Utility Property Ownership

Note: The burden of proof regarding compensable interest lies with the utility company!

1. Checking this box denotes that the utility has provided adequate proof of property interest.

2. Checking this box denotes that the utility company cannot substantiate the compensable interest claim with adequate proof and will need to use affidavits to support the claim.

General Notes:

- * Initial blocks at the bottom of each page must be initialed by both parties to the agreement.



Compensation Considerations

What is an Easement?:

- A utility easement is a specific right to a legally described parcel of land that has been, or can be, recorded in the Real Property Records of the county.

If the utility does not own the Easement in fee, they may not be eligible for compensation of replacement easement cost. The utility may still be eligible for the cost of adjustment or relocation.

If questions arise regarding the status of rights claimed by a utility, that utility is responsible for documentation of these rights. TxDOT reviews property rights claimed by the utility to determine if a compensation consideration or a property right exists before making an agreement to adjust the utility’s facilities.

For a utility agreement assembly to be a candidate for approval, the utility’s compensation consideration must be clearly documented and supported by verifiable evidence, such as a recorded deed, easement, or lease. In situations where evidence of property interest is inadequate to support compensability, compensation consideration issues must be resolved before District approval of the utility agreement assembly.

ROW-U-35 Instructions Attachment "H" Proof of Property Interest



DocuSign Envelope ID: 02B9119D-98CB-49F5-9465-A090F9D5B697

SH 5 & 6 PARCELS 68, 70, 72, 73, 74, & 105
85309

SHEET 7
Subdivision

Doc# 9906032743

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL)

THAT SOUTHERLAND/RCR VENTURE, LTD. and ITS General Partner Texas Southerland Corporation By: Charles D. Patterson, President of HAYS County, Texas, hereinafter referred to as "Grantor," (whether one or more), for and in consideration of TEN Dollars (\$10.00) to Grantor in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative") have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right-of-way for an underground electric distribution system, communication facilities, and guying purposes consisting of a variable number of underground cables and all necessary or desirable appurtenances (including conduits, primary cables, secondary conductors, enclosures, and ground rods underground and concrete pads, ground rods, ground clamps, transformers, cable terminators, cable riser shields, riser poles, props, guys and anchors, cutouts, and lightning arrestors overground) at or near the location and along the general course now located and staked out by the said Cooperative, through, over, across, upon and under the following described lands located in COMAL County, Texas, to wit:

Being all of a twenty feet (20') rights-of-way easement consisting of the RIVER CROSSING BOULEVARD, RIVER CROSSING SUBDIVISION UNIT 1 and approximately 6.49 acres a portion of 1680.90 acres being part of 1921.59 acres out of the William G. Strawn Survey #74, Simon Freerchild Survey #75, Jacob Moos Survey #852, F. Lambrecht Survey #853, Theo. Miller Survey #323 and the F.W. Foerester Survey #459 in Comal County, Texas, said 229.75 acres part of 1921.59 acres being more particularly described as RIVER CROSSING BOULEVARD and RIVER CROSSING SUBDIVISION UNIT 1, filed and recorded in Volume 13 Pages 108-114, Document Numbers 9906008863 and 9906008862 in the Plat and/or Real Property Records, respectively, of Comal County, Texas and adopted herein for all descriptive purposes.

Location of the rights-of-way easement hereby conveyed are for electric purposes; and shall meander along and consist of a width of twenty feet (20'), being ten feet (10') on each side of all existing and/or new distribution facilities to be installed, and fixed, and course distances to meter locations as specified by said Cooperative. There is also hereby granted another twenty feet (20') electric utility easement being parallel and along the right-of-way lines of US Highway 281, RM 46 Highway, River Way and River Crossing Boulevard Roadway Frontages and as described on the attached Exhibits "B, C, D & E". These non-exclusive easement rights herein reserved are to include, but are not limited, to the placement of any underground, aboveground, overhead and/or other new distribution facilities located outside of any dedicated utility easement when deemed necessary by the said Cooperative in support of the underground electric distribution system within the dedicated easements on aforementioned plats and as described on the attached Exhibit "A" and included herein by reference.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire, operating, maintaining and removing said cables and appurtenances; the right to place new or additional cable or cables on said system and to change the sizes thereof; the right to relocate along the same general direction of said system; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said system or their appurtenances; and the right to place temporary structures for use in constructing or repairing said system.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

To have and to hold the above described easement and rights unto the said Cooperative, its successors and assigns, until said easement and rights shall be relinquished by the Cooperative.

Grantor does hereby bind themselves, their heirs, successors, assigned, and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS Our hand(s) this 23rd day of November, 1999

SOUTHERLAND/RCR VENTURE, LTD
By: Charles D. Patterson
Charles D. Patterson, President
ITS General Partner Texas Southerland Corporation
- - - - NOTARIZE ON BACK - - - -

RIVER CROSSING SUB. UNIT 1

DocuSign Envelope ID: 02B9119D-98CB-49F5-9465-A090F9D5B697

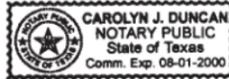
Doc# 9906032743

THE STATE OF TEXAS
COUNTY OF Hays

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of November, 1999

Carolyn J. Duncan
Notary Public in and for
Hays
County, Texas



THE STATE OF TEXAS
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 1999

Notary Public in and for

County, Texas

THE STATE OF TEXAS
COUNTY OF _____

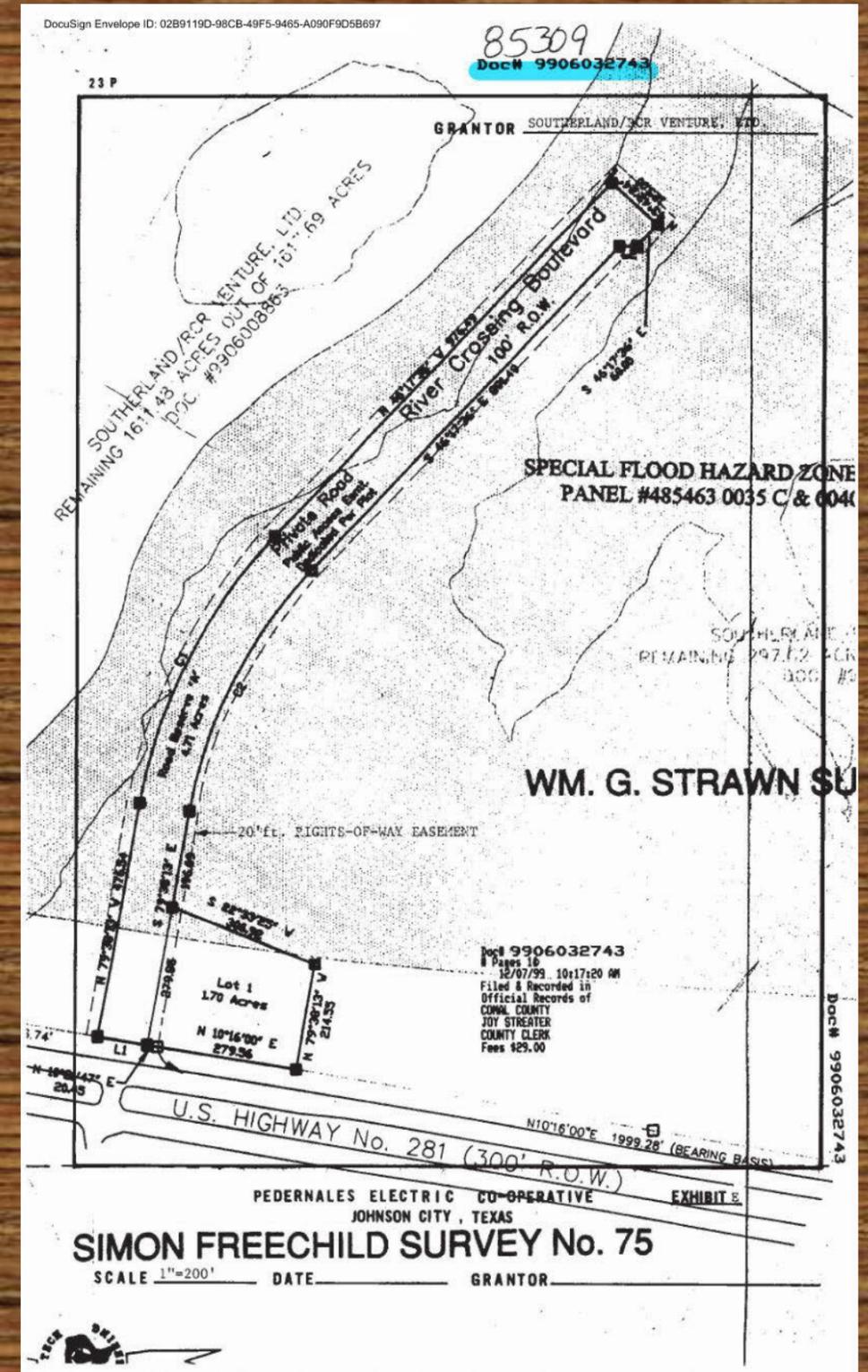
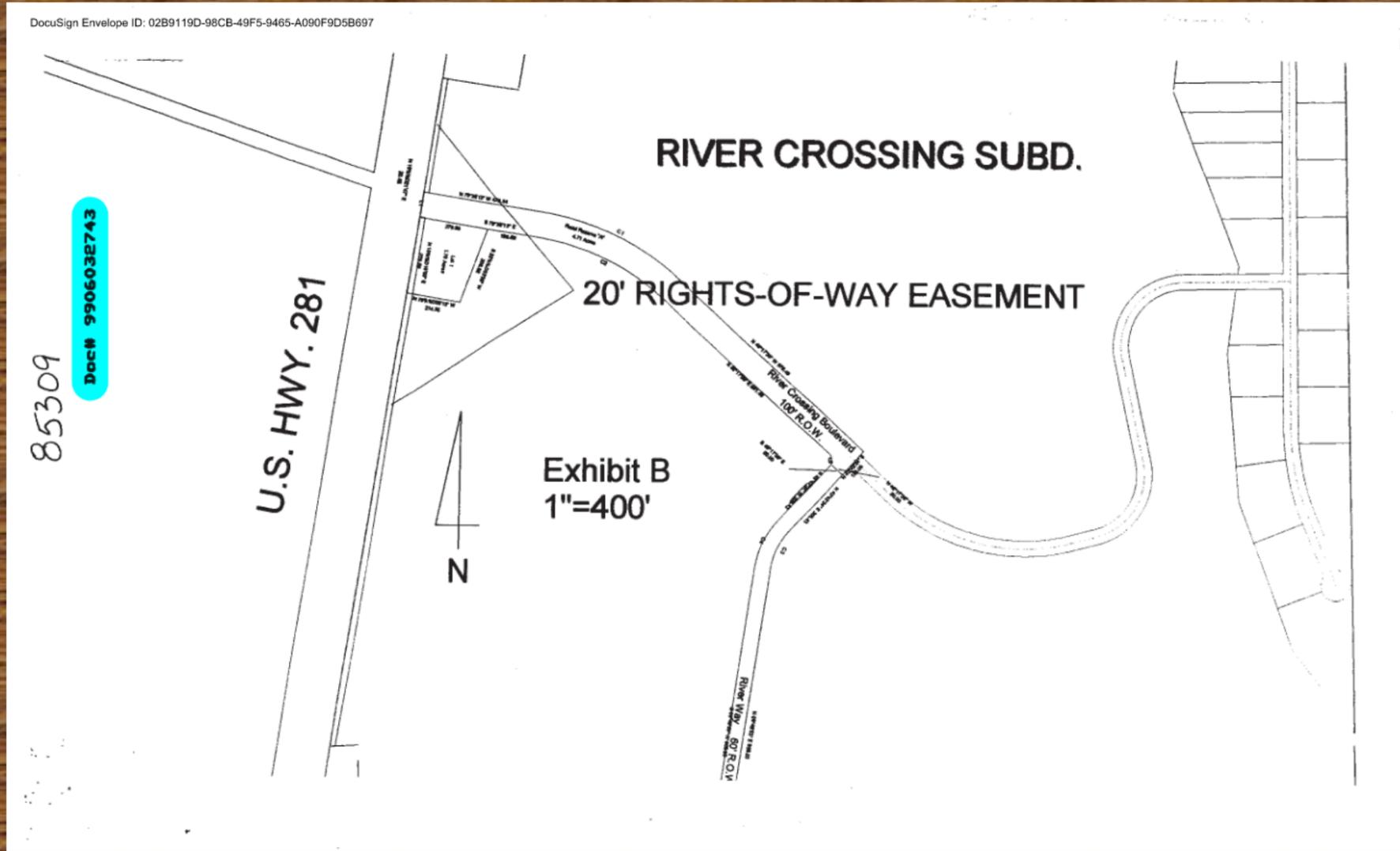
BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ (Name) _____ (Title) of the _____ (Organization) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the _____ (Organization) as, _____ (Title) thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 1999

Notary Public in and for

County, Texas

ROW-U-35 Instructions Attachment "H" Proof of Property Interest



ROW-U-35 Instructions Attachment "H" Proof of Property Interest



Doc# 200206035841

3/c SH 6 PARCEL 76

~~UTILITY EASEMENT~~

THE STATE OF TEXAS §
 COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS:

THAT Craig Elbel, Roy A. Elbel and wife, Irene P. Elbel of Comal County, Texas, for and in consideration of ONE DOLLAR (\$1.00) to us in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and rights-of-way as hereinafter described for an electric distribution line, communication facilities, and guying purposes, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props, guys and anchors), over, across and upon the following described lands located in Comal County, Texas, to-wit:

Being all of ten feet (10') rights-of-way easement consisting of approximately 0.82 acres, part of 1245.189 acres, more or less, out of the Elias Flynt Survey #73 Abstract #151, F.W. Foerster Survey #459 Abstract #226, T.W.N.G. & R.R. Company Survey #849 Abstract #861 and the F. Lambrecht Survey #853 Abstract #701 in Comal County, Texas; said, 1245.189 acres being more particularly described as the same tracts of land in Last Will and Testaments from The Estates Of Alex H. Elbel and Olga Elbel to Roy A. Elbel, Individually and Successor Independent Co-Executor dated January 14, 1982, being filed and recorded in Cause #97-PC-208, Document #9806010792 and Document #9806030418 of the Probate Records and Real Property Records, respectively, of Comal County, Texas, and adopted herein for all descriptive purposes.

Location of the rights-of-way hereby conveyed shall consist of a strip of land ten feet in width meandering along and perpendicular to the northerly right-of-way lines of RM 46 Highway Frontage from the southwest property corner to the southeast property of the said 1245.189 acre tract of land, as shown on plat attached hereto marked "Exhibit A" and included herein by reference.

Together with the right of ingress and egress over our adjacent lands to or from said rights-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said rights-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And We do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hand(s) this 17 day of October, 2002.

Craig Elbel
 Craig Elbel

Roy A. Elbel
 Roy A. Elbel

Irene P. Elbel
 Irene P. Elbel

(NOTARIZE ON BACK)

Doc# 200206035841

THE STATE OF TEXAS
 COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, of the _____ (Name) _____ (Title), _____ (Organization), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the _____ (Organization) as _____ (Title), thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____

 Notary Public in and for _____ County, Texas

THE STATE OF TEXAS
 COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____

 Notary Public in and for _____ County, Texas

THE STATE OF TEXAS
 COUNTY OF Comal

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of October, 2002

Marie A. Ray
 Notary Public in and for Comal County, Texas




 Texas Department of Transportation
 Form ROW-U-Affidavit (10/20)
 Replaces Form ROW-U-1A, ROW-U-1B, or ROW-U-1C
 Page 1 of 2

AFFIDAVIT

- For Utility Company
- For Landowner
- For Disinterested Party

U Number: Utility ID:
 § District:
 § County:
 COUNTY OF § ROW CSJ No.:
 § Highway No.:

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, who after being by me duly sworn upon his/her oath deposes and says as follows:

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

1. My current address is Number, Street, City State;
2. I am familiar with the land that is the subject of this Affidavit because _____ (reason for knowledge, i.e., Landowner, County Commissioner, Agricultural Agent, Judge, Mayor, District/Area Engineer, or etc.)
3. I have personal knowledge that _____ ("Utility") has occupied _____ [description of land] for a period of _____ years
4. The Utility has occupied the land by the placing of _____ [electric poles and lines, water lines, etc.], and said facilities have been present continuously during the period of the Utility's occupation.
5. The Utility is attesting to ownership, including claims through deeds, etc. _____ ; (For Utility Only)

Further affiant sayeth not."

Signature

Title

Company/City/County

Utility Manual Chapter 9, Forms and Agreements, Section 3, Affidavits

If an affidavit (*ROW-U-Affidavit (for Utility Owner)*, *ROW-U-Affidavit (for Disinterested Party)*, or *ROW-U-Affidavit (for Property Owner)*, as appropriate) is used to document the compensable interest, the utility, third party, or landowner, as appropriate, must describe the interests they claim and certify that they are presently in effect.



Affidavit – ROW-U-Affidavit

The screenshot shows the top portion of the Affidavit form. It includes the Texas Department of Transportation logo and the form title 'Form ROW-U-Affidavit (10/20)'. Below this, there are three radio button options: 'For Utility Company' (highlighted in green), 'For Landowner' (highlighted in yellow), and 'For Disinterested Party' (highlighted in cyan). Red arrows point from these options to explanatory text boxes on the right. The form also contains fields for 'U Number:', 'Utility ID:', 'District:', 'County:', 'ROW CSJ No.:', and 'Highway No.:'. At the bottom left, it says 'THE STATE OF TEXAS' and 'COUNTY OF'.

When using affidavits one for the **Utility Owner** is required in all instances.

And

Select when the **Landowner** will be executing an affidavit for the utility.

Or

Select when a **Disinterested Party** will be executing an affidavit for the utility.



Questions





Thank You!