

RESOLUTION NO. 30-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD UTILITY AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION TO RECEIVE REIMBURSEMENT FOR UTILITY RELOCATIONS COMPLETED IN PREPARATION FOR THE CONSTRUCTION OF HIGHWAY IMPROVEMENTS ON INTERSTATE HIGHWAY 30 BETWEEN NORTHWEST DRIVE AND THE EASTERN CITY LIMITS OF THE CITY OF MESQUITE.

WHEREAS, the Texas Department of Transportation (“**TxDOT**”) is currently in the process of designing modifications to Interstate Highway 30 (“**IH-30**”) between Northwest Drive and the eastern city limits of the City of Mesquite (“**City**”); and

WHEREAS, the proposed TxDOT construction will require relocations of City utilities along IH-30 near Northwest Drive along IH-30 to the City limits; and

WHEREAS, costs associated with utility relocations along IH-30, both design and construction, are eligible for reimbursement by TxDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Manager is hereby authorized to execute the Standard Utility Agreement with the State of Texas through the Texas Department of Transportation to receive reimbursement for the utility relocations completed in preparation for the highway improvements on IH-30 between Northwest Drive and the City limits as detailed in the attached Exhibit 1.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 2nd day of September 2025.

Signed by:

Daniel Alemán, Jr.

D999585317D142B...

Daniel Alemán, Jr.
Mayor

ATTEST:

DocuSigned by:

Sonja Land

C2518095973F46A...

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

Signed by:

David L. Paschall

666E18891208434...

David L. Paschall
City Attorney



Standard Utility Agreement

U Number: **N/A** Utility ID: **U00021511**

District: Dallas
 ROW Project ID (TxC): R00016288
 ROW CSJ: 0009-11-275
 Construction CSJ: 0009-11-267
 Highway Project Letting Date: 10/2025 RTL

County: Dallas
 Highway: IH-30
 From: IH 635
 To: Bass Pro Drive (In Garland)

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

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: Engineering and construction to complete fire hydrant relocation and determine if a conflict exists with a water line crossing, more specifically described as follows: near highway station 459+20 remove fire hydrant and 62 LF of water line on north side of frontage road; at same station, install fire hydrant and 100 LF of 8" water line with appurtenances including concrete sidewalk; near station 440+00, obtain additional SUE services to determine if conflict exists between existing waterline crossing and proposed storm and retaining wall; 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.

 Initial Date
 TxDOT

 Initial Date
 Utility

Form ROW-U-35 (Rev. 03/24)

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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. 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.

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.

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**.

Initial

Date

TxDOT

Initial

Date

Utility

Form ROW-U-35 (Rev. 03/24)
Page 3

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.

Initial Date
TxDOT

Initial Date
Utility

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 Mesquite
Name of Utility

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

EXECUTION RECOMMENDED:

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
TxDOT

Initial Date
Utility

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

Initial Date
TxDOT

Initial Date
Utility

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.

Initial Date
TxDOT

Initial Date
Utility

Attachment “C” Schedule of Work

Estimated Start Date (mm/dd/yyyy): 10/20/2025, 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): 30 days

Estimated Completion Date (mm/dd/yyyy): 11/19/2025

Initial Date
TxDOT

Initial Date
Utility

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.

Initial Date
TxDOT

Initial Date
Utility



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

Form ROW-U-48
(Rev. 10/20)
Page 1 of 1

U-Number: N/A Utility ID: U00021511
 ROW CSJ Number: 0009-11-267 District: Dallas
 County: Dallas Highway No.: IH-30
 Federal Project No.: n/a

I, _____, a duly authorized and qualified representative of
 City of Mesquite, Texas, hereinafter referred to as **Owner**, am fully cognizant of the
 facts and make the following statements in respect to work which will or may be done on a contract basis as 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 _____

**IH-30 UTILITY RELOCATION
MESQUITE, TEXAS
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
05/27/2025**

ITEM NO.	DESCRIPTION	UNIT	BID TOTAL	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$ 1,800.00	\$ 1,800.00
2	TRAFFIC CONTROL, INCLUDING TXDOT PERMITS	MO	0.5	\$ 7,000.00	\$ 3,500.00
3	SILT FENCE	LF	375	\$ 2.00	\$ 750.00
4	CURB INLET PROTECTION	EA	1	\$ 500.00	\$ 500.00
5	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$ 2,500.00	\$ 2,500.00
6	SODDING, INCLUDING MAINTENANCE	SY	340	\$ 8.00	\$ 2,720.00
7	FURNISH & INSTALL CAPITAL IMPROVEMENTS SIGN	EA	1	\$ 1,000.00	\$ 1,000.00
8	SAWCUT, REMOVE, & DISPOSE CONCRETE SIDEWALK PAVEMENT	SY	4	\$ 25.00	\$ 100.00
9	REMOVE & DISPOSE OF FIRE HYDRANT	EA	1	\$ 500.00	\$ 500.00
10	REMOVE & DISPOSE OF VALVE	EA	1	\$ 300.00	\$ 300.00
11	REMOVE EXISTING WATER PIPE, INCLUDING PLUGGING AT TEE	LF	62	\$ 20.00	\$ 1,240.00
12	CONNECT TO EXISTING WATER	EA	1	\$ 500.00	\$ 500.00
13	FURNISH & INSTALL 8" AWWA C900 DR-14 CLASS 305 PVC WATER	LF	100	\$ 90.00	\$ 9,000.00
14	FURNISH & INSTALL DUCTILE IRON FITTINGS (8"X8" TEE; 8"X6" REDUCER; PLUG@EXISTING TEE)*	TN	0.16	\$ 10,000.00	\$ 1,600.00
15	FURNISH & INSTALL 8" GATE VALVE	EA	1	\$ 3,500.00	\$ 3,500.00
16	FURNISH & INSTALL FIRE HYDRANT, 6" LEAD, 6" VALVE & SPLASH PAD	EA	1	\$ 7,500.00	\$ 7,500.00
17	TRENCH SAFETY (WATER)	LF	100	\$ 3.00	\$ 300.00
18	CONSTRUCT 4" 4,000 PSI CONCRETE SIDEWALK PAVEMENT	SY	4	\$ 100.00	\$ 400.00

TOTAL \$ 37,710.00

Estimate of External Engineering Cost

Construction CSJ: 0009-11267

Line Item	Item Description	Unit	QTY	Unit Cost	Total
<i>Grantham & Associates - Contract</i>					
1	Evaluation	LS	1	\$ 9,470.00	\$ 9,470.00
2	Engineering	LS	1	\$ 36,025.00	\$ 36,025.00
3	Coordination	HNTE	1	\$ 14,385.00	\$ 14,385.00
4	Bidding & Construction	HNTE	1	\$ 8,965.00	\$ 8,965.00
5	Reimbursables	T&M	1	\$ 500.00	\$ 500.00
6	Field Survey Allowance	T&M	1	\$ 5,000.00	\$ 5,000.00
7	SUE (Level A&B)*	T&M	1	\$ 22,500.00	\$ 22,500.00
<i>Max Contract Value</i>					\$ 96,845.00
<i>Grantham & Associates - Change Order #1</i>					
9	Additional SUE (Level A&B) *	T&M	1	\$ 85,000.00	\$ 85,000.00
<i>Max Change Order Value</i>					\$ 85,000.00
<i>Grantham & Associates - Additional SUE Contract</i>					
10	Additional SUE (Level A&B)*		1	\$ 23,802.00	\$ 23,802.00
<i>Max Additional Contract Value</i>					\$ 23,802.00
Maximum External Engineering Cost					\$ 205,647.00

FINAL SUE LEVEL A&B INVOICE SUMMARY

Services performed under sub-contract with Grantham & Associates, included in contract above.

* SUE LEVEL A&B SUBCONTRACTS		TYPE		Invoiced	KMCE Invoice
1	KMCE, Inc. - Contract 1	NTE	1	\$ 18,650.00	E1351
2	KMCE, Inc. - Contract 2	NTE	1	\$ 33,525.00	E1456
3A	KMCE, Inc. - Contract 3	NTE	1	\$ 20,275.00	E1502
3B			1	\$ 15,325.00	E1563
5	KMCE, Inc. - Contract 4	NTE	1	\$ 8,500.00	E1564
6	KMCE, Inc. - Contract 5	NTE	1	\$ 23,802.00	E1607
<i>TOTAL INVOICED</i>		NTE		\$ 120,077.00	
<i>MAXIMUM CONTRACT VALUE</i>		NTE		\$ 131,302.00	

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

Initial Date
TxDOT

Initial Date
Utility



UTILITY JOINT USE AGREEMENT

Form ROW-U-JUA
Replaces ROW-U-JUAA
(rev. 10/20)
Page 1 of 2

U-Number: N/A

Utility ID: U00021511

ROW CSJ: 0009-11-275

County: Dallas

District: Dallas

Highway: IH-30

Federal Project No.: N/A

From: IH-635

Projected Highway Letting Date: 04/01/24

To: Bass Pro Drive (Garland)

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

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

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this 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	

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: City of Mesquite

Name of Utility

By:

Authorized Signature

Print or Type Name

Title:

Date:

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

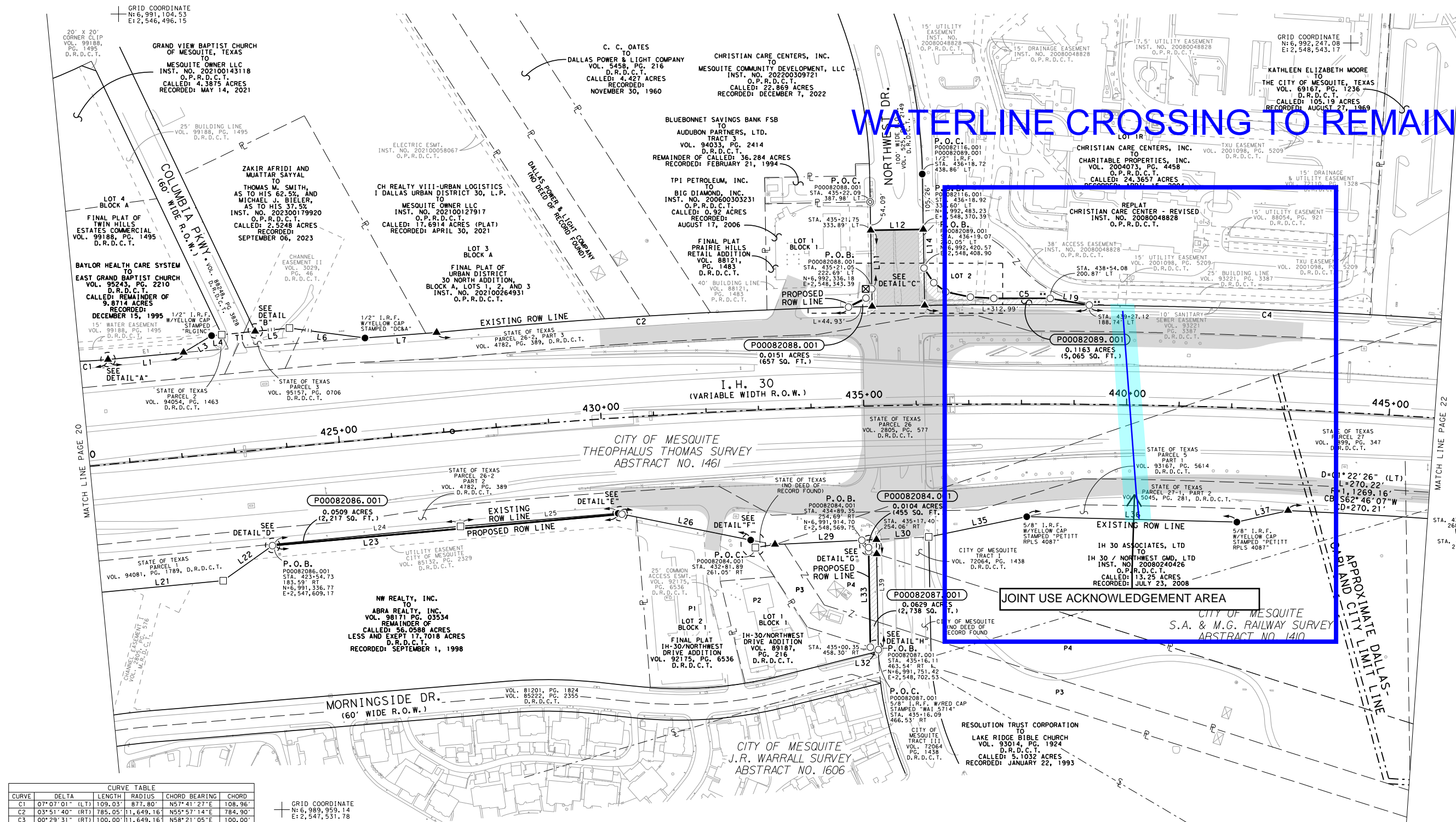
Date:

Initial Date

TxDOT

Initial Date

Utility



CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	07° 07' 01" (LT)	109.03'	877.80'	N57° 41' 27" E	108.96'
C2	03° 51' 40" (RT)	785.05'	11,649.16'	N55° 57' 14" E	784.90'
C3	00° 29' 31" (RT)	100.00'	11,649.16'	N58° 21' 05" E	100.00'
C4	03° 19' 08" (RT)	674.76'	11,649.16'	N61° 47' 46" E	674.66'
C5	00° 31' 37" (RT)	107.27'	11,660.74'	N59° 33' 47" E	107.27'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N54° 08' 04"E	144.26'
L2	S11° 23' 16"W	0.60'
L3	N28° 37' 05"E	62.07'
L4	N54° 07' 56"E	19.48'
L5	N53° 58' 31"E	65.49'
L6	N66° 55' 22"E	144.72'
L7	N55° 08' 51"E	136.58'
L8	N32° 10' 30"E	37.26'
L9	N31° 32' 31"E	17.39'
L10	N8° 27' 29"E	116.60'
L11	S31° 34' 34"E	111.22'
L12	N58° 27' 29"E	100.00'
L13	S73° 23' 43"W	0.47'
L14	S31° 34' 34"E	73.54'
L15	S64° 11' 01"E	33.49'


LINE TABLE		
LINE	BEARING	DISTANCE
L16	S83° 17' 08"E	28.53'
L17	N71° 35' 08"E	48.11'
L18	N62° 26' 15"E	44.56'
L19	N69° 10' 15"E	75.27'
L20	S84° 39' 25"E	0.58'
L21	N54° 04' 20"E	233.88'
L22	N24° 01' 50"E	114.93'
L23	N54° 20' 24"E	667.45'
L24	N54° 01' 26"E	355.26'
L25	N55° 47' 05"E	307.00'
L26	N70° 52' 16"E	149.75'
L27	N62° 53' 56"W	16.93'
L28	N50° 55' 54"E	38.09'
L29	N56° 38' 53"E	164.96'
L30	N56° 38' 53"E	100.05'

TIE TABLE		
LINE	BEARING	DISTANCE
T1	N53° 43' 24"E	63.74'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N31°37'50"W	2.99'
L32	N77°03'54"E	16.01'
L33	N31°32'31"W	189.42'
L34	N73°18'05"W	18.88'
L35	N48°02'21"E	189.51'
L36	N60°49'25"E	398.74'
L37	N47°05'45"E	101.29'
L38	N24°01'50"E	4.90'
L39	N31°37'50"W	209.48'
L40	S66°05'50"E	1.50'

EASEMENT TABLE		
NUMBER	DESCRIPTION	RECORDING
E1	25' TEXAS POWER AND LIGHT EASEMENT	VOL. 3576, PG. 277, D.R.D.C.T.

PARCEL OWNER TABLE						
NUMBER	GRANTOR	GRANTEE	ACREAGE	RECORDING	RECORDING DATE	
P1	CNL INCOME FUND XIV, LTD	NET LEASE FUNDING 2005 LP	N/A	VOL. 20050407, PG. 12889, O.P.R.D.C.T.	MARCH 09, 2005	
P2	NORTHWEST MORNINGSIDE PARTNERS	BLUE SKY MK LLC.	0.67	INST. NO. 201900295988, O.P.R.D.C.T.	NOVEMBER 04, 2019	
P3	RALDON LAND CORPORATION	DALLAS POWER & LIGHT COMPANY	3.67	VOL. 72158, PG. 675, D.R.D.C.T.	AUGUST 14, 1972	
P4	O.W. GIBBONS	DALLAS POWER & LIGHT COMPANY	N/A	VOL. 5543, PG. 325, D.R.D.C.T.	MAY 12, 1961	

 *Texas Department of Transportation*
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REVISIONS

OSA -			
RF -			
FED. RD. DIV. RD.	FEDERAL AID PROJECT NO.		SHEET NO.
			21
STATE	DIST.	COUNTY	
TEXAS	DALLAS	DALLAS	
CCSJ	0009-11-260	HIGHWAY NO.	
RCSJ	0009-11-271	I. H. 30	

NOTES:

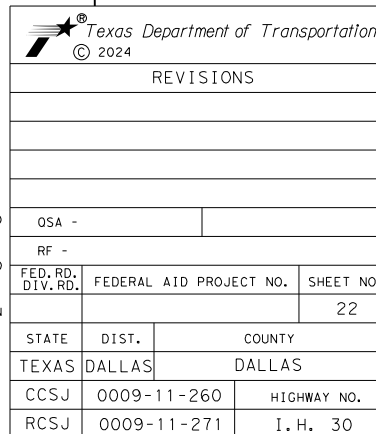
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 (2011 CORRS, EPOCH 2010). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000136506.
2. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, LLC. ADDITIONAL IMPROVEMENTS NOT SHOWN HEREON MAY EXIST.
3. UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE FOUND ON THE GROUND. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST.
4. ** THE MONUMENT OR POINT DESCRIBED AND/OR SET IN THIS CALL, IF DESTROYED DURING CONSTRUCTION, MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.



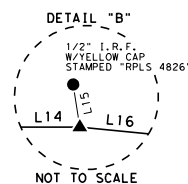
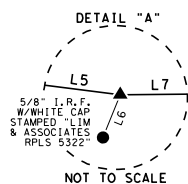
SAW™

Surveying And Mapping, LLC (SAM)
1341 W. Mockingbird Lane
Suite 400W
Dallas, Texas 75247
Main 214.631.7888
Texas Firm Registration
No. 100643001

RIGHT OF WAY WIDENING PROJECT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N43°20'15"E	232.59'
L2	N63°27'20"E	100.00'
L3	S88°19'35"E	169.19'
L4	N63°27'20"E	200.70'
L5	N70°59'25"E	76.26'
L6	S04°14'38"E	0.87'
L7	N63°27'20"E	1,824.34'
L8	N63°27'20"E	75.91'
L9	N62°53'53"E	50.07'
L10	N65°15'41"E	192.69'
L11	N63°21'08"E	100.00'
L12	N54°54'19"E	183.42'
L13	N62°11'02"E	51.90'
L14	N64°01'21"E	267.73'
L15	N35°06'57"W	0.92'
L16	N89°26'04"E	201.00'



SAWTM

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RIGHT OF WAY WIDENING PROJECT

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.

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	2
3	91	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 _____
TxDOT

Initial _____ Date _____
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

A statement explaining Elective and/or Forced Betterment:

Initial Date
TxDOT

Initial Date
Utility

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

Initial Date
TxDOT

Initial Date
Utility