

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Capital Improvement Department

AGENDA DATE: April 5, 2016

CONTACT PERSON NAME AND PHONE NUMBER:

Omar Moreno, P.E., C.I.D. Grant Funded Programs Director

DISTRICT(S) AFFECTED: 5, 6

SUBJECT:

That the City Manager be authorized to sign an Agreement to Contribute Right of Way Funds by and between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation ("State"), whereby the City shall contribute 2.7% of the actual cost of right-of-way acquisition for the State's project to construct highway improvements on Highway 659 at the Loop 375/Montwood/Zaragoza intersection. The City's fixed contribution is \$141,676.00. Total budget for right-of-way acquisition is estimated to be \$5,247,249.79.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Estimated Project Cost: \$5,247,249.79
Federal Match: \$5,105,573.79
Local Fixed Contribution: \$141,676.00

City's Total Funding Amount: \$141,676.00

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Agreement to Contribute Right of Way Funds by and between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation ("State"), whereby the City shall contribute 2.7% of the actual cost of right-of-way acquisition for the State's project to construct highway improvements on Highway 659 at the Loop 375/Montwood/Zaragoza intersection. The City's fixed contribution is \$141,676.00. Total budget for right-of-way acquisition is estimated to be \$5,247,249.79.

ADOPTED this _____ day of _____, 2016.

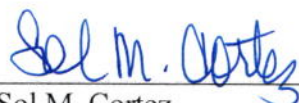
THE CITY OF EL PASO

ATTEST:

Oscar Leeser
Mayor

Richarda D. Momsen
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A.A.E., Director
Capital Improvement Department



13301 GATEWAY BLVD. WEST • EL PASO TX 79928-5410 • (915) 790-4200

March 1, 2016

El Paso County
RCSJ 1046-01-033
Highway: FM 76
From: At Loop 375/Montwood/Zaragoza Intersection

City of El Paso
Omar Moreno, P.E.
C.I.D. Grant Funded Programs Director
Capital Improvements Department
218 N. Campbell – Second Floor
El Paso, Texas 79901

Dear Mr. Moreno,

Enclosed for your review are Right of Way Maps, Economically Disadvantage Affidavit and three Agreement to Contribute Funds for the above-referenced project.

Our latest Right of Way Cost Estimate indicates the cost of the needed ROW will be approximately \$5,247,249.79 of which the City is required to contribute 10%, but the City can reduce their required 10% match on this project by applying for the Economically Disadvantage Counties Program. This will reduce the City's match to 2.7% or \$141,676.00.

In order for the Texas Department of Transportation to acquire the Right of Way for this project, we will require a City Resolution requesting TxDOT assume acquisition responsibility and authorizing a City representative to sign the documents in their behalf.

Upon your execution, please return the executed EDC Affidavit, three (3) original Agreement to Contribute Funds applications, City Resolution and a check in the amount of \$141,676.00 made out to the Texas Department of Transportation Trust Fund. Once the City executes and returns to our office these documents, we will proceed with the parcel acquisitions.

Your immediate attention will be appreciated. If you have any questions or require additional information please do not, hesitate to contact me at (915) 790-4484.

Sincerely,



Ismael Hernandez
West R/W Project Delivery Supervisor

ORIGINAL

STATE OF TEXAS §
COUNTY OF TRAVIS §

**MASTER AGREEMENT
GOVERNING
LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENTS**

THIS MASTER AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of El Paso, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Intermodal Surface Transportation and Efficiency Act of 1991 (ISTEA) and the Transportation Equity Act for the 21st Century (TEA-21) codified under Title 23 U.S.C. Section 101 et seq., authorize transportation programs to meet the challenges of protecting and enhancing communities and the natural environment and advancing the nation's economic growth and competitiveness; and

WHEREAS, ISTEA and TEA-21 establish federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the governing terms of this Master Agreement will provide for efficient and effective contract administration of the types of Local Project Advance Funding Agreements (LPFA) listed in Attachment A; and,

WHEREAS, the Texas Government Code, Section 441.189 allows any state record to be created or stored electronically in accordance with standards and procedures adopted as administrative rules of the Texas State Library and Archives Commission; and

If the Local Government is the owner of any part of a project site under an LPAFA, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work under the LPAFA.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

If the local government purchases right of way for a local government street, title will be acquired in the name of the local government in accordance with applicable laws unless specifically stated otherwise in the LPAFA and approved by the State.

If the State participates in the purchase of right of way for the state, it will be under the processes established in the following paragraphs A or B, and the selected option shall be specified in the LPAFA.

A. Purchase By the State for the State

The State will assume responsibility for acquisition of all necessary right of way for the highway project. The Local Government will voluntarily contribute to the State funds equal to ten (10) percent of the cost of the right of way for the proper development and construction of the state highway system and shall transmit to the State a warrant or check payable to the Texas Department of Transportation when notified by the State of the estimated cost of the right of way. If the amount is found insufficient to pay the Local Government's obligation, then the Local Government, upon request of the State, will supplement this amount in such amount as requested by the State. Upon completion of the highway project and in the event the total amount paid by the Local Government is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the Local Government. Cost of the right of way by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

B. Purchase by the Local Government for the State

Purchase: Right of way purchases shall be a joint effort of the State and the Local Government. Acquisition of right of way shall be in accordance with the terms of this agreement and in accordance with applicable Federal and State laws governing the acquisition policies for acquiring real property. The State agrees to reimburse the Local Government for its share of the cost of such right of way providing acquisition when it has been authorized to proceed by the State.

Figure 43 TAC §15.55(c)

Condition	Preliminary Engineering	Construction Engineering and Construction Funds	Right of Way or Eligible Utilities
Project is on the Interstate Highway System	100% State -or- 90% Federal 10% State -or- 80% Federal 20% State	100% State -or- 90% Federal 10% State -or- 80% Federal 20% State	100% State -or- 90% Federal 10% State -or- 80% Federal 20% State
Project is on the State Highway System (except Farm to Market System, Urban Road System, Principal Arterial Street Program (PASS) or Phase I Trunk System Corridor)	100% State -or- 80% Federal 20% State	100% State -or- 80% Federal 20% State	90% State 10% Local -or- 80% Federal 10% State 10% Local
Project is on the PASS except for existing US, SH, FM and UR system routes	100% State -or- 80% Federal 20% State	100% State -or- 80% Federal 20% State	50% State 50% Local -or- 80% Federal 10% State 10% Local
Project is not on the State Highway System	100% Local -or- 80% Federal 20% Local	100% Local -or- 80% Federal 20% Local	100% Local -or- 80% Federal 20% Local
Project is on the FM UR system New FM UR route Existing FM UR route	100% State -or- 80% Federal 20% State 100% State -or- 80% Federal 20% State	100% State -or- 80% Federal 20% State 100% State -or- 80% Federal 20% State	100% Local 90% State 10% Local -or- 80% Federal 10% State 10% Local

Condition	Preliminary Engineering	Construction Engineering and Construction Funds	Right of Way or Eligible Utilities
On-State System Safe Routes to Schools Program	100% State -or- 100% Federal	100% State -or- 100% Federal	100% State -or- 100% Federal
Off-State System Safe Routes to Schools Program	100% Federal	100% Federal	100% Local -or- 100% Federal

All participation ratios shown depict the minimum local participation for eligible costs. For continuous lighting systems or safety lighting on the state highway system, refer to Chapter 25, §25.11 of this title.

NOTES

#1 If approved in accordance with §15.55(d) of this subchapter.

#2 For projects selected in the Transportation Enhancement Program call, federal participation is limited to the amount authorized by the commission, not to exceed 80% of the eligible costs.



**LETTER OF TRANSMITTAL
EL PASO DISTRICT**

TO: Omar Moreno

DATE: March 2, 2016

City Of El Paso

TxDOT – El Paso District

CID

From: Eddie Valtier, P.E.

**RE: LP 375 / Montwood / Zaragoza
ROW RCSJ: 1046-01-033**

Highway: Zaragoza

Limits:

ITEM NO.	DESCRIPTION	NO. OF COPIES
1	ROW Documents – ROW maps, EDC , Agreement, ect	1

These are transmitted as checked below:

- | | | |
|--|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> For your information | <input type="checkbox"/> For review and comment |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Submit _____ corrected copies |
| <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Revised and resubmit | <input checked="" type="checkbox"/> Other <u>Execution</u> |

Remarks:

Please send back to Ismael Hernandez (Card Attached)

SIGNED:

RECEIVED BY:

COPIES TO:

REMARKS



AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of
of Texas, on this day personally appeared _____, who being by
me duly sworn, upon oath says:

I, _____, representing the city / county of
_____, having been duly elected on
_____ and having served continuously since that time, certify in my
official capacity that, to the best of my knowledge, the information contained in
this application is true and correct.

Signature

Date

Subscribed and sworn to before me, by the said _____, this
_____ day of _____, _____, to certify which witness my hand
and seal of office.

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary



TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY El Paso

APPLICANT City of El Paso

District Contact Information

NAME: Ted Marquez

TELEPHONE: (915) 621-6750

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO
2 Population (2010 Census)? 800,647

PROJECT INFORMATION

UTP PRIORITY STATUS:	DEV
CSJ:	1046-01-030
ESTIMATED LETTING DATE	July-17

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

FM 659
At Loop 375/Montwood/Zaragoza Intersection

PROJECT SCOPE- Give type of work.

Construction of new interchange

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

Reducing required match will allow City to maximize use of limited funds to address other pending City Projects

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT-

1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)	4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Right of Way	\$4,847,249.79	10%	\$484,724.98	\$130,875.74
Eligible Utilities	\$400,000.00	10%	\$40,000.00	\$10,800.00
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$5,247,249.79		\$524,725	\$141,676

Approved by: Robert Bielek, P.E. El Paso Dist. Engineer Date: _____

TEXAS TRANSPORTATION COMMISSION

ALL Counties

MINUTE ORDER

Page 1 of 1

ALL Districts

Transportation Code, §222.053(a), defines an “economically disadvantaged county” as a county that has, in comparison to other counties in the state: (1) below average per capita taxable property value; (2) below average per capita income; and (3) above average unemployment.

Transportation Code, §222.053(c), directs the Texas Transportation Commission (commission), when evaluating a proposal for a highway project in a political subdivision that consists of all or a portion of an economically disadvantaged county, to adjust the minimum local matching funds requirement after evaluating the political subdivision's effort and ability to meet the requirement.

Transportation Code, §222.053(f), requires the commission to certify a county as economically disadvantaged on an annual basis as soon as possible after the Comptroller of Public Accounts (comptroller) provides reports on the economic indicators listed above.

Title 43 TAC §15.55(b)(2) provides that, in determining the adjustment to the local matching funds requirement, and the local government's efforts and ability to meet the requirement, the commission will consider a local government's: (A) population level; (B) bonded indebtedness; (C) tax base; (D) tax rate; (E) extent of in-kind resources available; and (F) economic development sales tax.

The comptroller has provided the data needed to determine the counties eligible for the Economically Disadvantaged Counties Program for 2016. The counties' efforts and ability to provide a local match have been considered using the criteria set forth in 43 TAC §15.55. Exhibit A lists the eligible counties and the respective recommended local match adjustments. Exhibit B establishes additional local match adjustments for cities within these counties participating in the program.

IT IS THEREFORE ORDERED by the commission that the list of counties eligible for the 2016 Economically Disadvantaged Counties Program is certified and the local match adjustment for each county is established, as shown in Exhibit A, as well as additional adjustments for cities participating in the program, as shown in Exhibit B.

Submitted and reviewed by:


Director, Transportation Planning
and Programming Division

Recommended by:


Executive Director

114381 SEP 24 15

Minute
Number

Date
Passed

EXHIBIT A

Economically Disadvantaged Counties FY 2016

Eligible Counties	Adjustment %
Angelina County	63
Atascosa County	55
Bailey County	84
Bee County	72
Bell County	62
Bosque County	44
Bowie County	61
Brooks County	82
Brown County	70
Burleson County	46
Caldwell County	87
Calhoun County	48
Cameron County	86
Camp County	60
Cass County	64
Cherokee County	74
Coleman County	64
Coryell County	61
Dawson County	57
Delta County	84
Duval County	72
Ellis County	58
El Paso County	73
Falls County	91
Fannin County	72
Floyd County	50
Franklin County	49
Freestone County	30
Grayson County	64
Hale County	72
Hall County	55
Hardin County	58
Henderson County	59
Hidalgo County	95
Hill County	66
Houston County	62
Hudspeth County	65
Hunt County	69
Hutchinson County	37

Eligible Counties	Adjustment %
Jasper County	72
Jefferson County	44
Jim Hogg County	84
Jones County	83
Kaufman County	67
Kleberg County	77
Lamar County	75
Lamb County	73
Leon County	35
Liberty County	69
Limestone County	59
Llano County	17
McLennan County	65
Madison County	62
Marion County	50
Matagorda County	53
Maverick County	90
Milam County	62
Morris County	48
Nacogdoches County	71
Navarro County	66
Newton County	64
Orange County	56
Palo Pinto County	39
Polk County	61
Presidio County	77
Red River County	72
Rusk County	62
Sabine County	57
San Augustine County	61
San Jacinto County	64
San Patricio County	55
Shelby County	65
Smith County	46
Starr County	95
Swisher County	74
Titus County	69
Trinity County	76
Tyler County	78

Economically Disadvantaged Counties FY 2015 cont.

Eligible Counties	Adjustment %
Upshur County	57
Uvalde County	69
Val Verde County	72
Van Zandt County	63
Walker County	91

Eligible Counties	Adjustment %
Waller County	72
Willacy County	80
Wood County	61
Zapata County	75
Zavala County	90

EXHIBIT B

Additional Adjustments for Cities Within an Economically Disadvantaged County FY 2016

Every eligible county receives an adjustment to its local match requirement ranging from 15 (minimum) to 95 (maximum) percent. A city within an economically disadvantaged county receives an adjustment equal to the adjustment for the county in which it is located, with the possibility of up to 10 additional percentage points based on its population and the existence of an economic development sales tax.

The two following tables depict the additional percentage points that cities may be granted.

Economic Development Sales Tax:

ADDITIONAL PERCENTAGE

YES	5%
NO	0%

Population:

ADDITIONAL PERCENTAGE

$x < 1,000$	5%
$1,000 < x < 2,000$	4%
$2,000 < x < 3,000$	3%
$3,000 < x < 4,000$	2%
$4,000 < x < 5,000$	1%
$x > 5,000$	0%

County El Paso
District El Paso
ROW CSJ #1046-01-033
CCSJ #1046-01-030
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "**State**"), and the City of El Paso, Texas, acting through its duly authorized officials (the "**Local Government**").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 659 from at Loop 375/ Montwood/ Zaragoza Intersection to _____, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County El Paso
District El Paso
ROW CSJ #1046-01-033
CCSJ #1046-01-030
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.

B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:

1. site conditions change;
2. work requested by the Local Government is ineligible for federal participation; or
3. the adjustment is mutually agreed on by the State and the Local Government.

C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

County El Paso
District El Paso
ROW CSJ #1046-01-033
CCSJ #1046-01-030
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

County El Paso
 District El Paso
 ROW CSJ #1046-01-033
 CCSJ #1046-01-030
 Federal Project #: _____
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>City Manager for the City of El Paso</u> <u>300 N. Campbell</u> <u>El Paso, Texas 79901</u> _____	Director of Right of Way Division Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

County El Paso
District El Paso
ROW CSJ #1046-01-033
CCSJ #1046-01-030
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

County El Paso
District El Paso
ROW CSJ #1046-01-033
CCSJ #1046-01-030
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement 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.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

County El Paso
District El Paso
ROW CSJ #1046-01-033
CCSJ #1046-01-030
Federal Project #: _____
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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

County El Paso
District El Paso
ROW CSJ #1046-01-033
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Federal Project #: _____
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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

County El Paso
District El Paso
ROW CSJ #1046-01-033
CCSJ #1046-01-030
Federal Project #: _____
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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-tdot/office/audit/contact.html>
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County El Paso
District El Paso
ROW CSJ #1046-01-033
CCSJ #1046-01-030
Federal Project #: _____
Federal Highway Administration
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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Gus E. Cannon, CTCM
Director, Right of Way Division
Texas Department of Transportation

Date

County El Paso
District El Paso
ROW CSJ #1046-01-033
CCSJ #1046-01-030
Federal Project #: _____
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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

County El Paso
 District El Paso
 ROW CSJ #1046-01-033
 CCSJ #1046-01-030
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 Federal Highway Administration
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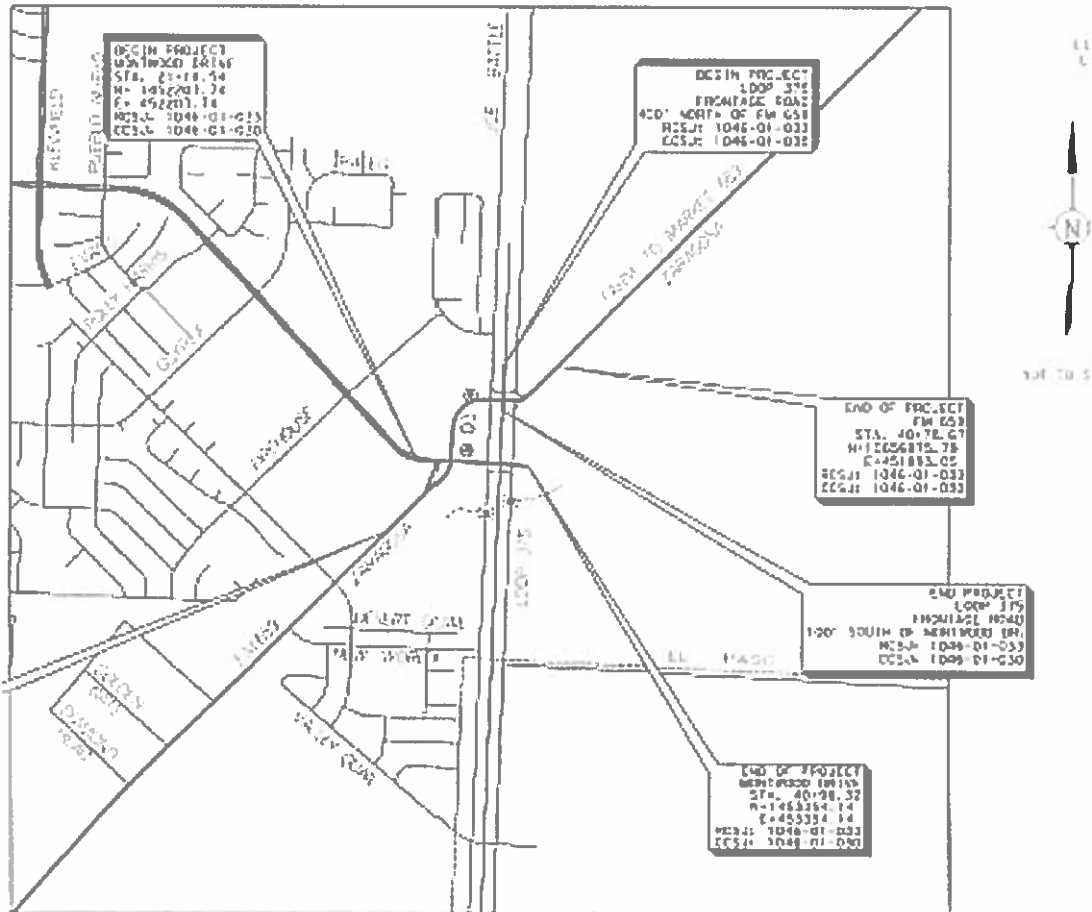
ATTACHMENT B LOCATION MAP SHOWING PROJECT

STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED RIGHT OF WAY PROJECT FARM TO MARKET 659 EL PASO COUNTY

ROW FSI NO 1046-01-033
CONST CSJ NO 1046-01-030

LIMITS FROM INTERSECTION OF FM 659 AND MONTWOOD DRIVE
TO 0.5 MILES NORTHEAST
NET LENGTH OF PROJECT - 0.50 MILES (2.055 PER)



County: El Paso
 District: El Paso
 ROW CSJ # 1046-01-033
 CCSJ # 1046-01-030
 Federal Project #
 FHWA CFDA # 20.205
 Not Research and Development

**Standard Agreement to Contribute
 State Performs Work
 EDC Adjustment
 Attachment C**

Description	Total Estimated Cost	State Participation			Local Participation		
		% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Right of Way Acquisition	\$4,847,249.79	90%	97.3%	\$4,716,374.05	10%	2.7%	\$130,875.74
Reimbursable Utility Adjustments	\$400,000	90%	97.3%	\$389,200.00	10%	2.7%	\$10,800.00
Joint Bid Reimbursable Utility Adjustments	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	0%	\$0	0%	0%	\$0
TOTAL	\$5,247,249.79	90%	97.3%	\$5,105,574.05	10%	2.7%	\$141,676.00

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

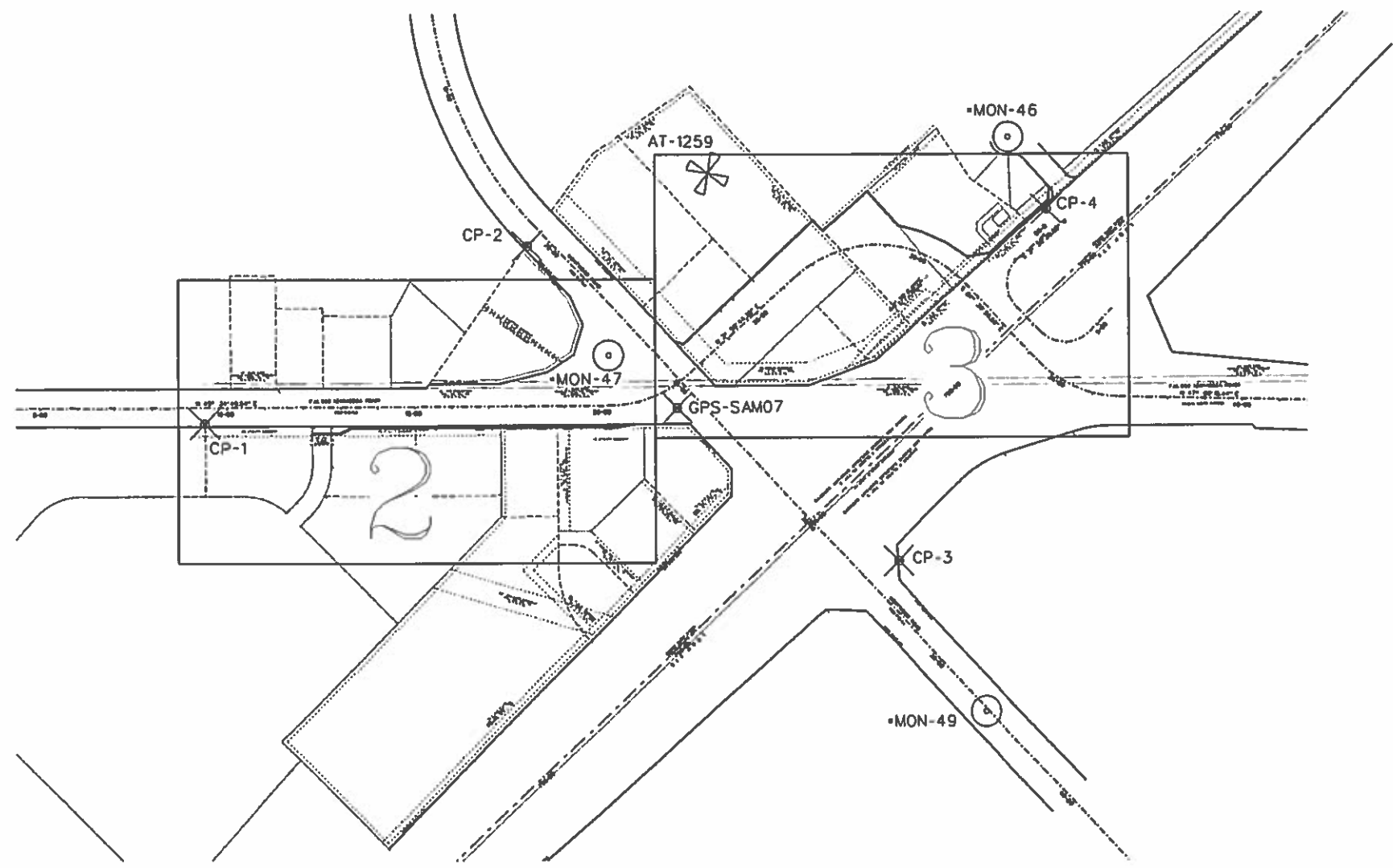
Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on September 24, 2016 by virtue of attached Minute Order No. 114381, and approved a 73 percent adjustment to the required 10 percent local participation for this project. Also attached are completed Affidavit and EDC Program Information Sheet.

HORIZONTAL / VERTICAL CONTROL - SURFACE COORDINATES				
PT	NORTHING	EASTING	ELEV.	DESCRIPTION
CP-1	10654823.09	451738.68	4007.93'	5/8" IR SET W/SAM ALUMINUM CAP
CP-2	10655762.58	452028.53	4009.85'	5/8" IR SET W/SAM ALUMINUM CAP
CP-3	10655851.37	453321.45	4011.35'	5/8" IR SET W/SAM ALUMINUM CAP
CP-4	10656801.08	452959.67	4015.81'	5/8" IR SET W/SAM ALUMINUM CAP
*MON-46	10656869.28	452754.29	4010.67'	TYPE II MONUMENT FOUND
*MON-47	10655701.89	452383.93	4013.03'	TYPE II MONUMENT FOUND
*MON-49	10655730.33	453769.88	4009.99'	TYPE II MONUMENT FOUND
**GPS-SAM07	10655731.93	452615.72	4014.09'	5/8" IR FOUND
**AT-1259	10656237.55	452241.40	4009.41'	AT-18R COTTON SPINDLE FOUND

HORIZONTAL / VERTICAL CONTROL - GRID COORDINATES				
PT	NORTHING	EASTING	ELEV.	DESCRIPTION
CP-1	10652362.40	451634.35	4007.93'	5/8" IR SET W/SAM ALUMINUM CAP
CP-2	10653301.67	451924.13	4009.85'	5/8" IR SET W/SAM ALUMINUM CAP
CP-3	10653390.44	453216.76	4011.35'	5/8" IR SET W/SAM ALUMINUM CAP
CP-4	10654339.93	452855.06	4015.81'	5/8" IR SET W/SAM ALUMINUM CAP
*MON-46	10654408.11	452649.73	4010.67'	TYPE II MONUMENT
*MON-47	10653240.99	452279.46	4013.03'	TYPE II MONUMENT
*MON-49	10653269.43	453665.08	4009.99'	TYPE II MONUMENT
**GPS-SAM07	10653271.03	452511.19	4014.09'	5/8" IR FOUND
**AT-1259	10653776.53	452136.95	4009.41'	AT-18R COTTON SPINDLE FOUND



GRAPHIC SCALE
 SCALE: 1" = 200' (34" x 22")
 SCALE: 1" = 400' (17" x 11")
 EL PASO COUNTY, TEXAS



- NOTES:
- ALL BEARINGS SHOWN ARE BASED ON NAD83 (2011) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000231.
 - SURVEYS WERE COMPLETED WITH THE BENEFIT OF A TITLE REPORT BY RIO BRAVO TITLE COMPANY. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
 - FM 659 ENGINEER'S CENTERLINE ALIGNMENT WAS RECEIVED BY SAM ON FEBRUARY 25, 2015, FROM TXDOT.

Survey Date:

4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Notary Public No. 10284100



SURVEY CONTROL AND INDEX SHEET

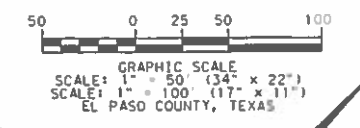
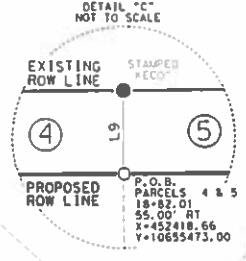
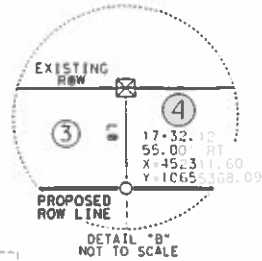
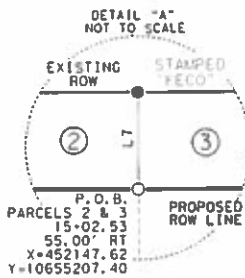
FHWA TEXAS DIVISION	FEDERAL AID PROJECT NO.		SHEET NO.
			02
STATE	DISTRICT	COUNTY	
TEXAS	24	EL PASO	
CSJ	CONTROL	SECTION	JOB
ROW	1046	01	033
CONST.	1046	01	030
			HIGHWAY NO.
			F.M. 659

**F.M. 659
 RIGHT-OF-WAY
 WIDENING PROJECT**

FILED IN 11148401 11/18/2015 10:58 AM BY SAM SURVEYING AND MAPPING ENGINEERS, INC. AT THE COUNTY CLERK'S OFFICE, EL PASO COUNTY, TEXAS.

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- ⊙ TYPE II CONCRETE MONUMENT SET
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- ⊙ 3/4" IRON ROD W/TXDOT
- ⊙ 1/2" IRON ROD SET UNLESS NOTED
- ⊙ 5/8" IRON ROD SET WITH "SAM, INC" CAP
- ⊙ 5/8" IRON ROD FOUND WITH CAP AS NOTED
- ⊙ 1/2" IRON ROD SET W/ TXDOT
- ⊙ CAP STAMPED "ADL"
- ⊙ FENCE POST FOUND UNLESS NOTED
- ⊙ "X" CUT IN CONCRETE FOUND
- ⊙ PK NAIL FOUND UNLESS NOTED
- ⊙ CALCULATED POINT
- ⊙ PROPERTY LINE
- ⊙ RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- P.R.C. POINT OF REVERSE CURVATURE
- N.T.S. NOT TO SCALE
- E.A.D.L. EXISTING DENIAL OF ACCESS LINE
- P.A.D.L. PROPOSED DENIAL OF ACCESS LINE
- B.P.A.D.L. BEGIN PROPOSED DENIAL OF ACCESS LINE
- E.P.A.D.L. END PROPOSED DENIAL OF ACCESS LINE
- P.R.E.P.C.TX. PLAT RECORDS OF EL PASO COUNTY, TEXAS
- D.R.E.P.C.TX. DEED RECORDS OF EL PASO COUNTY, TEXAS
- O.R.E.P.C.TX. OFFICIAL RECORDS OF EL PASO COUNTY, TEXAS
- O.P.R.E.P.C.TX. OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS
- O.P.R.R.P.E.P.C.TX. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY EL PASO COUNTY, TEXAS
- DENIAL OF ACCESS LINE
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)



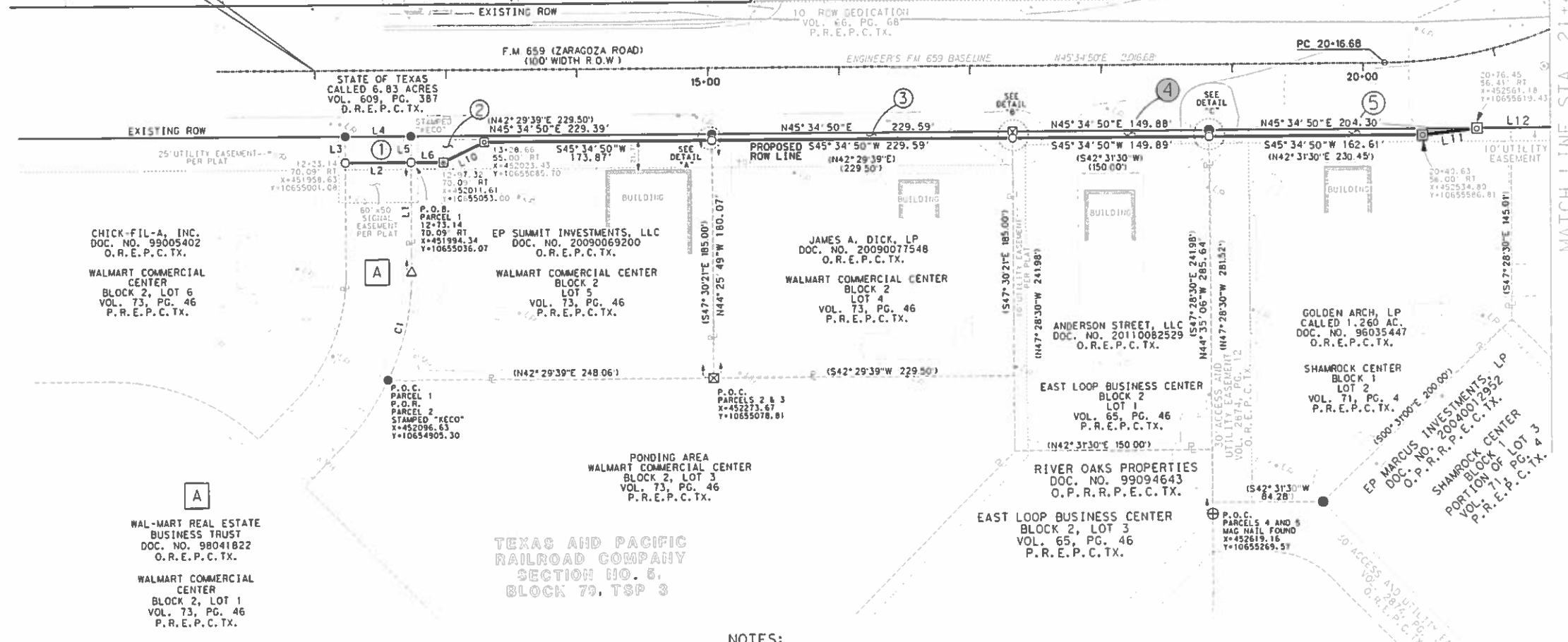
BEGIN PROJECT
 F.M. 659
 STA. 12+00.00
 N= 10655034.94
 E= 451893.05
 CSJ: 1046-01-030

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S44°25'33"E	83.69'
L2	S45°34'50"W	50.00'
L3	N44°25'33"W	19.92'
L4	N45°34'50"E	50.00'
L5	S44°25'33"E	19.92'
L6	N45°34'50"E	24.18'
L7	S44°25'33"E	4.83'
L8	S44°25'52"E	4.83'
L9	S44°35'06"E	4.83'
L10	S19°52'20"W	34.78'
L11	S38°58'07"W	41.95'
L12	N45°34'50"E	150.51'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	25°37'27"	188.00'	84.08'	83.38'	N31°36'50"W



MATCH LINE STA. 21+45.92

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONVEY.	CONVEYANCE DOCUMENT NO.	TAKING STATIONS		TAKING ACRES	REMAINDER	
					FROM	TO		LEFT	RIGHT
1	•20.437	WAL-MART REAL ESTATE BUSINESS TRUST			12+23.14	12+73.14	0.0229	0.0	20.414
2	•0.986	EP SUMMIT INVESTMENTS, LLC			12+73.14	15+02.53	0.0392	0.0	0.9468
3	•0.975	JAMES A. DICK, LP			16+02.53	17+32.12	0.0255	0.0	0.9495
4	•0.833	ANDERSON STREET, LLC			17+32.12	18+82.01	0.0166	0.0	0.8164
5	•1.260	GOLDEN ARCH, LP			18+82.01	20+76.45	0.020	0.0	1.240
6		PARCEL NUMBER NOT USED							



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Real Estate License No. 02849302

REVISIONS

NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83 (2011) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000231.
- SURVEYS WERE COMPLETED WITH THE BENEFIT OF A TITLE REPORT BY RIO BRAVO TITLE COMPANY. PLOTTABLE EXCEPTIONS LISTED THEREIN ARE SHOWN HEREON. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
- FM 659 ENGINEER'S CENTERLINE ALIGNMENT WAS RECEIVED BY SAM ON FEBRUARY 25, 2015, FROM TXDOT.

**F.M. 659
 RIGHT OF WAY WIDENING PROJECT**

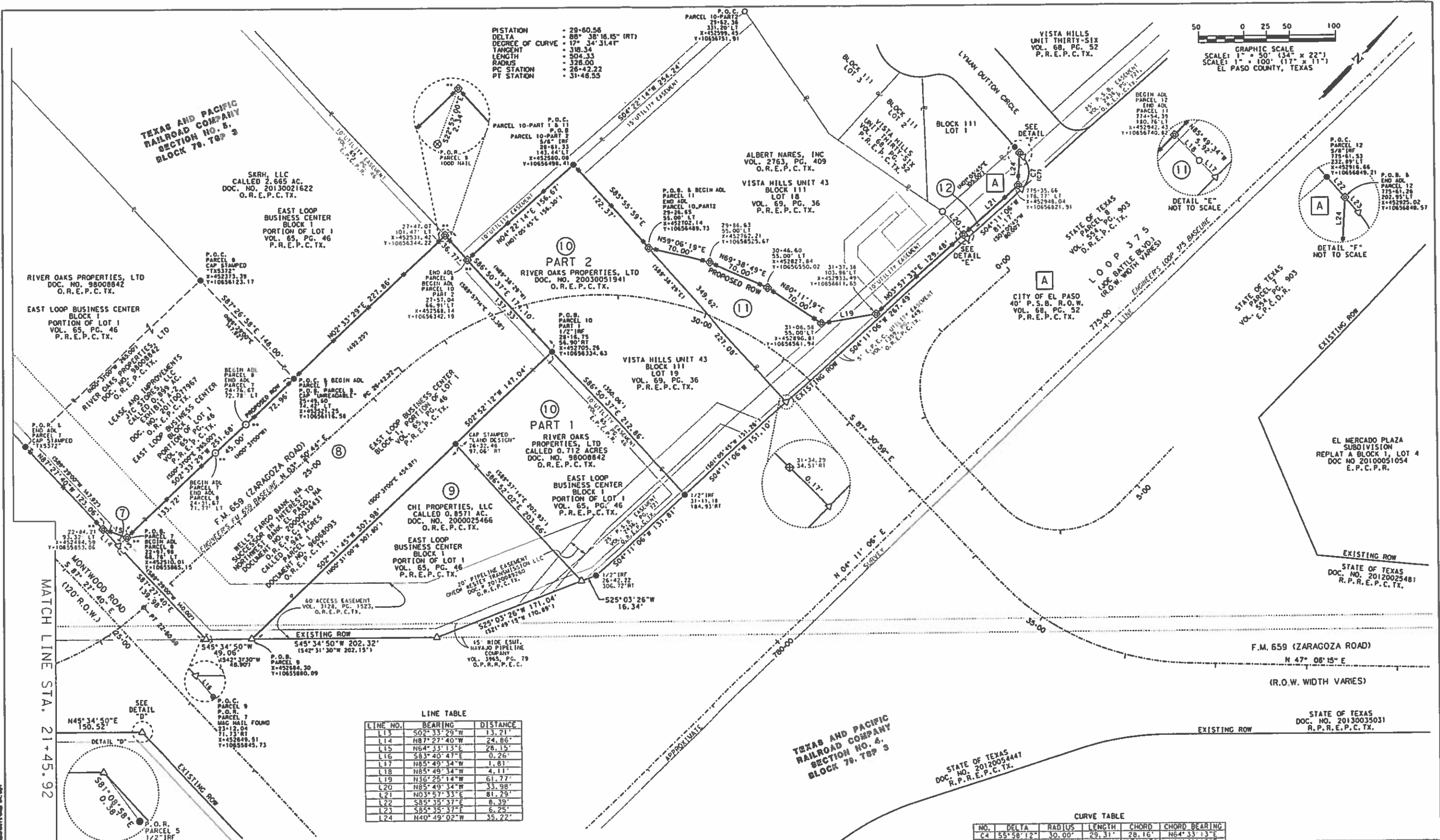
STATE	DIST.	COUNTY	
TEXAS	24	EL PASO	
CONTROL	SECTION	JOB	HIGHWAY NO.
ROW	1046	01	033
CONSTR.	1046	01	030

DATE: 02/26/2016
 FILE: F:\10140151\12291\101\Surveys\03\Bases\03a\101\Map\Project.dwg
 PLOT: 03.dwg



GRAPHIC SCALE
SCALE: 1" = 50' (34" x 22")
SCALE: 1" = 100' (11" x 11")
EL PASO COUNTY, TEXAS

TEXAS AND PACIFIC
RAILROAD COMPANY
SECTION NO. 5,
BLOCK 78, T8P 3



LINE TABLE

LINE NO.	BEARING	DISTANCE
L13	S02°33'29"W	13.21'
L14	N87°27'40"W	24.86'
L15	N64°33'13"E	28.15'
L16	S83°40'47"E	0.26'
L17	N85°49'34"W	1.81'
L18	N85°49'34"W	4.11'
L19	N36°25'14"W	61.77'
L20	N85°49'34"W	33.98'
L21	N05°57'33"E	81.29'
L22	S85°35'37"E	8.39'
L23	S85°35'37"E	6.25'
L24	N40°49'02"W	35.22'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	55°58'12"	30.00'	29.31'	28.16'	N64°33'13"E
C5	27°01'40"	384.00'	181.14'	179.47'	N69°41'16"E
C6	79°14'37"	67.00'	92.66'	85.45'	N43°34'49"E
C7	89°46'43"	25.00'	39.17'	35.29'	S40°42'16"E
C7	89°46'43"	25.00'	39.17'	35.29'	S40°42'16"E
C8	89°33'11"	25.00'	39.07'	35.22'	N40°49'02"W

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	TAKING		TAKING ACRES	REMAINDER	
					PROP. STATIONS FROM	TO		LEFT	RIGHT
7	0.899	RIVER OAKS PROPERTIES, LTD			22+84.21	23+97.98	0.0038	0.8952	0.00
8	1.9449	WELLS FARGO, NA			22+84.34	28+16.75	1.9449	0.00	0.00
9	0.8592	CHI PROPERTIES, LLC			23+22.56	26+32.48	0.8592	0.00	0.00
10 PART 1	0.7116	RIVER OAKS PROPERTIES, LTD			26+32.48	31+11.18	0.7116	0.00	0.00
10 PART 2	1.2360	RIVER OAKS PROPERTIES, LTD			27+57.04	28+61.33	1.2360	0.00	0.00
11	1.993	ALBERT NARES, INC.			29+29.45	31+41.43	0.3456	1.6474	0.00
12	0.094	CITY OF EL PASO			775+35.66	775+61.26	0.0190	0.0795	0.00



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0573
Fax: (512) 326-3029
Texas Survey License No. 10001280

REVISIONS

MONUMENTS DESCRIBED HEREIN AS SET IN THIS CALL SHALL BE REPLACED WITH SAID MONUMENTATION UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TEXAS DEPARTMENT OF TRANSPORTATION.

F.M. 659
RIGHT OF WAY WIDENING PROJECT

OSA	MAP 03.DG1			
FED. RD. DIV. RD.	FEDERAL AID PROJECT NO.	SHEET NO.		
		04		
STATE	DIST.	COUNTY		
TEXAS	24	EL PASO		
CSJ	CONTROL	SECTION	JOB	HIGHWAY NO.
ROW	1046	01	033	F.M. 659
CONVT.	1046	01	030	