

Texas Department of Transportation
TECHNICAL PROVISIONS

STATE HIGHWAY 360

Attachment 5-3
Utility Joint Use Agreements

Utility Joint Use Agreement
(Controlled Access Highway)

Agreement No. U1-2782

THE STATE OF TEXAS

COUNTY OF TRAVIS

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County TARRANT
Project No. F1128()
CSJ No. 2266-02-065
Account No. RW 8002-1-45
Highway No. SH 360
Limits: From STATION 815+00
To STATION 820+00

WHEREAS, the State of Texas, hereinafter called the State, acting by and through the State Department of Highways and Public Transportation, proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the TEXAS UTILITIES ELECTRIC COMPANY, hereinafter called the Owner, proposes to retain, locate or relocate certain of its facilities 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 on the plans attached to Standard Utility Agreement as executed by Owner on the 31st day of February, 19 92, ~~or on location sketches attached hereto~~ except as provided below;

NOW, THEREFORE, it is hereby mutually 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. Where Owner by reason of ownership of an easement or fee title or otherwise under law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the Owner agrees to notify the State Department of Highways and Public Transportation prior thereto, to furnish necessary sketches showing location, type of construction, and methods to be used for protection of traffic, and if, in the opinion of the State Department of Highways and Public Transportation, such alteration, modification, or new construction will injure the highway or endanger the traveling public using said highway, the State Department of Highways and Public Transportation shall have the right, within 30 days after the receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway; provided further, however, that such regulations shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

Owner hereby agrees that access for servicing its facilities normally will be limited to access via (a) frontage roads where provided (b) nearby or adjacent public roads and streets, or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. Where supports, manholes, or other appurtenances of the Owner's facilities are located in medians or interchange areas, access to them from the through-traffic roadways or ramps will be permitted but only by permits issued by the State to the Owner setting forth the conditions for policing and other controls to protect highway users. If an emergency situation occurs, and the usual means of access for service operations as herein provided will not permit the immediate action required by the Owner in making emergency repairs as required for the safety and welfare of the public, the Owner shall have a temporary right of access to and from the through-traffic roadways and ramp as necessary to accomplish the required emergency repairs.

Participation in actual costs incurred by the **Owner** for any future relocation or adjustment of utility facilities required by highway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) the **Owner'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, and (2) the **Owner** and the **State**, by the execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

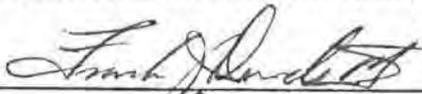
In the event the **Owner** fails to comply with the requirements as set out herein, the **State** may take such action as it deems appropriate to compel compliance.

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

Owner: TEXAS UTILITIES ELECTRIC COMPANY

EXECUTION RECOMMENDED:

By: 
E. R. Holcomb


for District Engineer

THE STATE OF TEXAS

Title: Vice President

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission.

Date: Feb 17, 1992

BY: 
for State Right of Way Engineer

Date: 3-13-92

* The Owner retains the right to review and approve the design for future excavation if the excavation is within 15 feet of the Owner's facilities.

Utility Joint Use Agreement (Controlled Access Highway)

Agreement No. U/2783

THE STATE OF TEXAS

COUNTY OF TRAVIS

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County TARRANT

Project No. F 1128()

CSJ No. 2266 02 065

Account No. RW 8002-1-45

Highway No. S.H. 360

Limits: From STATION 745+00

To STATION 750+00

WHEREAS, the State of Texas, hereinafter called the **State**, acting by and through the State Department of Highways and Public Transportation, proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the TEXAS UTILITIES ELECTRIC COMPANY, hereinafter called the **Owner**, proposes to retain, locate or relocate certain of its facilities 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 on the plans attached to Standard Utility Agreement as executed by **Owner** on the 25th day of November, 19 91, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually 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. Where **Owner** by reason of ownership of an easement or fee title or otherwise under law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the State Department of Highways and Public Transportation prior thereto, to furnish necessary sketches showing location, type of construction, and methods to be used for protection of traffic, and if, in the opinion of the State Department of Highways and Public Transportation, such alteration, modification, or new construction will injure the highway or endanger the traveling public using said highway, the State Department of Highways and Public Transportation shall have the right, within 30 days after the receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway; provided further, however, that such regulations shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

Owner hereby agrees that access for servicing its facilities normally will be limited to access via (a) frontage roads where provided (b) nearby or adjacent public roads and streets, or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. Where supports, manholes, or other appurtenances of the **Owner's** facilities are located in medians or interchange areas, access to them from the through-traffic roadways or ramps will be permitted but only by permits issued by the **State** to the **Owner** setting forth the conditions for policing and other controls to protect highway users. If an emergency situation occurs, and the usual means of access for service operations as herein provided will not permit the immediate action required by the **Owner** in making emergency repairs as required for the safety and welfare of the public, the **Owner** shall have a temporary right of access to and from the through-traffic roadways and ramp as necessary to accomplish the required emergency repairs.

Participation in actual costs incurred by the **Owner** for any future relocation or adjustment of utility facilities required by highway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) the **Owner'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, and (2) the **Owner** and the **State**, by the execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

In the event the **Owner** fails to comply with the requirements as set out herein, the **State** may take such action as it deems appropriate to compel compliance.

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

Owner: TEXAS UTILITIES ELECTRIC COMPANY

EXECUTION RECOMMENDED:

By: *CR Walden*

District Engineer

Title: VICE PRESIDENT

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission.

Date: Oct 31, 1991

BY: *Billy S. Quene*
State Right of Way Engineer

Date: 2-3-92

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) the **Owner'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, and (2) the **Owner** and the **State**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

In the event the **Owner** fails to comply with the requirements as set out herein, the **State** may take such action as it deems appropriate to compel compliance.

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

Owner: TU Electric
Utility Name

EXECUTION RECOMMENDED:

By: Joe R. Thompson
Authorized Signature

Gilley C. Hester P.E.
For District Engineer, Texas Department of Transportation

Title: Senior Vice President

Date: 4/21/93

THE STATE OF TEXAS

Certified as being executed 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: John P. Campbell P.E.
For Director of Right of Way
Texas Department of Transportation

Date: 06/10/93

38953

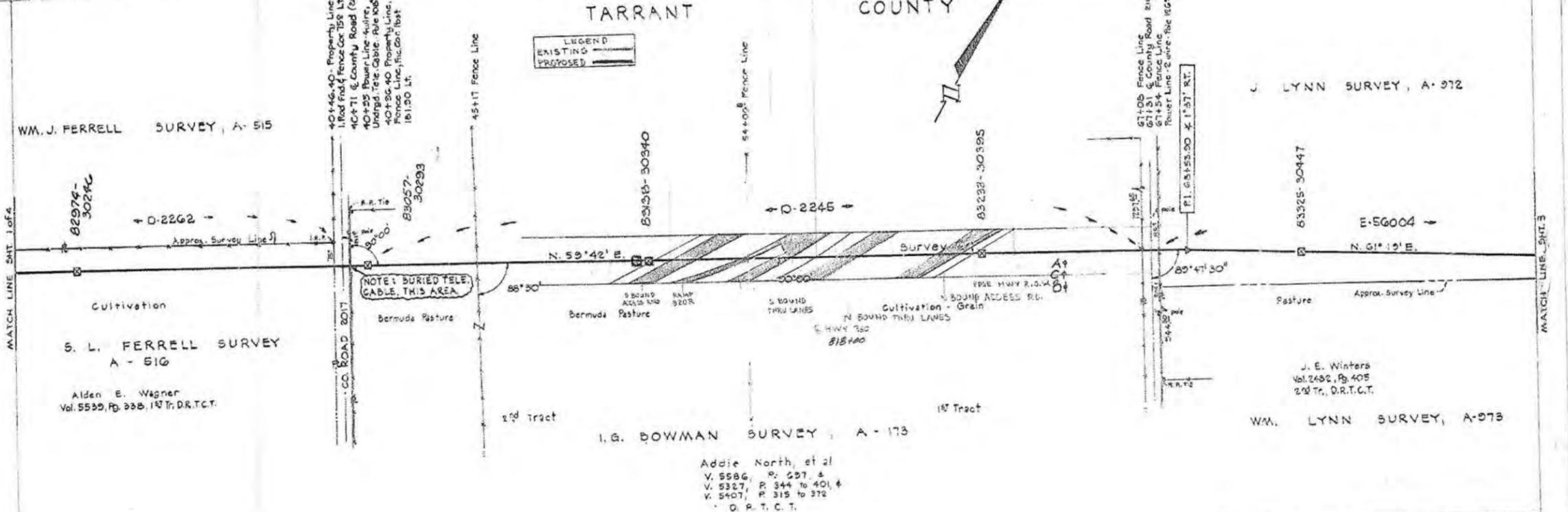
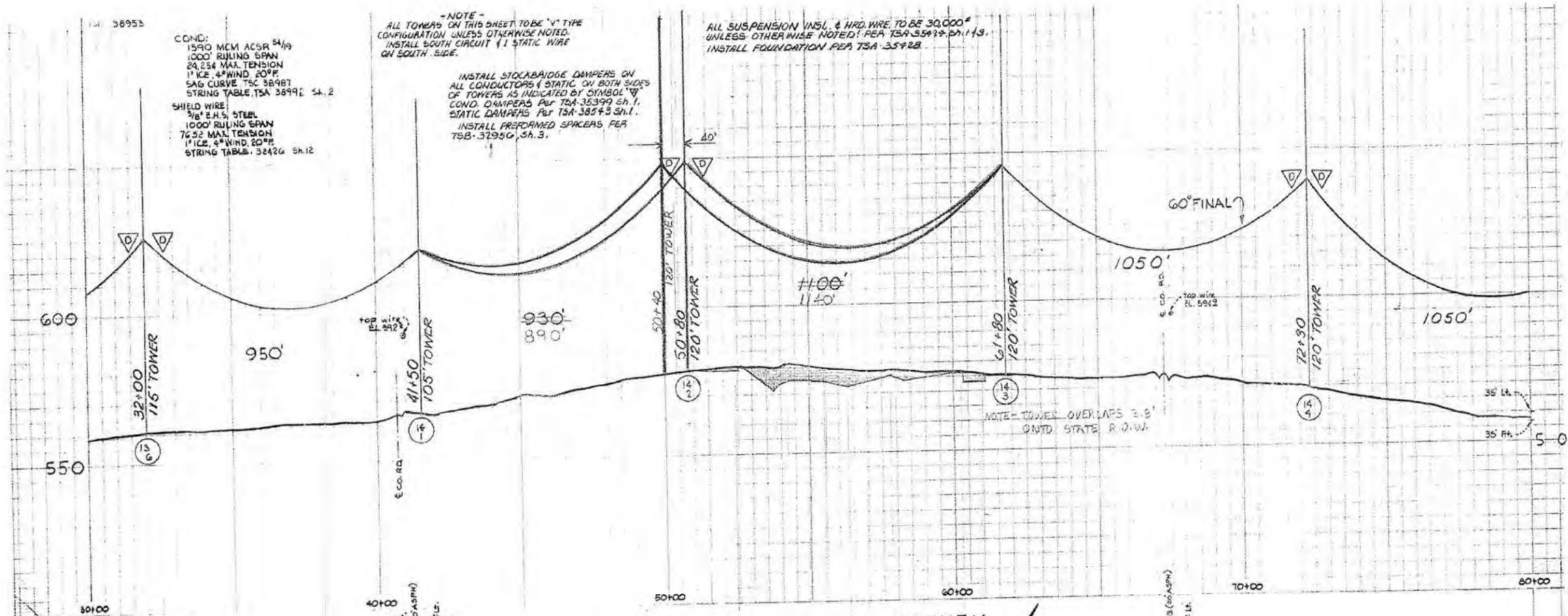
COND:
 1590 MCM ACSR 54/9
 1000' RULING SPAN
 24,254 MAX. TENSION
 1" ICE, 4" WIND, 20°F
 SAG CURVE TSC 38987
 STRING TABLE TSA 38992 SA. 2

SHIELD WIRE
 7/8" E.H.S. STEEL
 1000' RULING SPAN
 7632 MAX. TENSION
 1" ICE, 4" WIND, 20°F
 STRING TABLE TSC 38992 SA. 12

-NOTE-
 ALL TOWERS ON THIS SHEET TO BE "V" TYPE
 CONFIGURATION UNLESS OTHERWISE NOTED.
 INSTALL SOUTH CIRCUIT #1 STATIC WIRE
 ON SOUTH SIDE.

INSTALL STOCKBRIDGE DAMPERS ON
 ALL CONDUCTORS (STATIC ON BOTH SIDES
 OF TOWERS AS INDICATED BY SYMBOL "D")
 COND. DAMPERS PER TSA-35399 SH. 1,
 STATIC DAMPERS PER TSA-38543 SH. 1.
 INSTALL PREFORMED SPACERS PER
 TSB-32950 SA. 3.

ALL SUSPENSION INSL. & HRD. WRE. TO BE 30,000#
 UNLESS OTHERWISE NOTED! PER TSA-35414 SH. 113.
 INSTALL FOUNDATION PER TSA-35428.



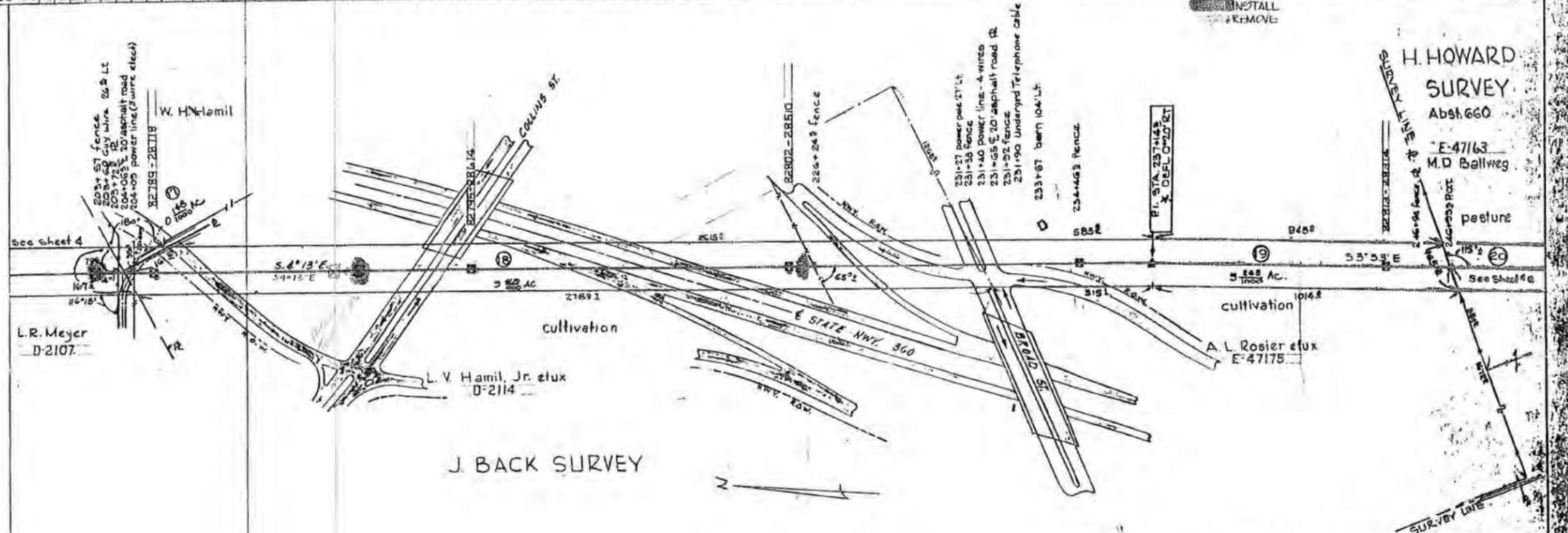
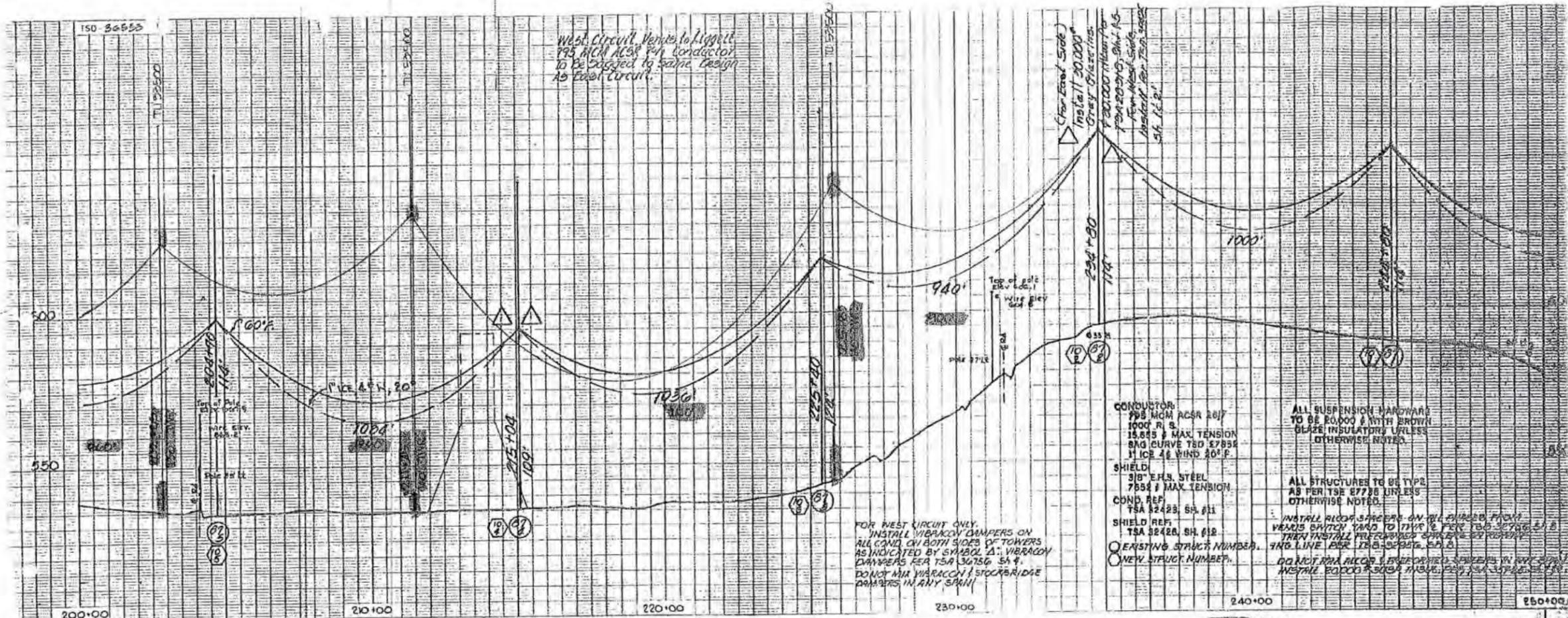
Addie North, et al
 V. 5586, P. 237 &
 V. 5327, P. 344 to 401 &
 V. 5407, P. 315 to 372
 O. P. T. C. T.

**VENUS - LIGGETT
 TRANSMISSION LINE**

TEXAS ELECTRIC SERVICE COMPANY
 FORT WORTH, TEXAS

SCALE: 1" = 20' VERT. 1" = 200' HORIZ.
 DATE: NOV. 1934
 SHEET: 2
 TSD 38953

NO.	REVISION	DATE	BY	CHKD.	APP.
1	ADDED DEEP NUMBERS		JAG		



NO.	DATE	REVISION
7	10/28/78	ADDED I.H. 360 ON PLAN
6	5/24/89	ADDED 1" ICE, 4" WIND 20" SAG
5	10-8-86	REV. SPAN BETWEEN 875 & 876
4	10-15-75	Changed Struct. numbers & Added Dampers
3	1-8-74	ADDED COORDINATE NUMBERS
2	5-16-73	ADD E & D NUMBER'S
1	8/7/72	Relocated St. 874 G' North

CEDAR HILL - VENUS
345 KV TRANSMISSION LINE

ALIGNMENT MAP MAP AND PROFILE

TEXAS ELECTRIC SERVICE COMPANY
FORT WORTH, TEXAS

DRAWING NO. 1910800

DATE: 8-2-71

SCALE: 1"=20' VERT. 1"=100' HOR.

APPROVED FOR CONSTRUCTION: [Signature]