Utility Joint Use Agreement
(Controlled Access Highway)

Agreement No. U1-2782

THE STATE OF TEXAS
COUNTY OF TRAVIS

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 3rd day of February, 1992, 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

By: E. R. Holcomb
Title: Vice President
Date: Feb 17, 1992

EXECUTION RECOMMENDED:

[Signature]
District Engineer

THE STATE OF TEXAS

[Signature]
State Right of Way Engineer

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: 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. UL-2783

THE STATE OF TEXAS
COUNTY OF TRAVIS

County: TARRANT
Project No.: F 1128( )
CSJ No.: 2266 02 065
Account No.: 02002-1-45
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 26th day of November, 1991, 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 ramps 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

By: ____________________________

Title: VICE PRESIDENT

Date: Oct 31, 1991

EXECUTION RECOMMENDED:

______________________________
District Engineer

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.

BY: ____________________________

Date: ____________________________

CEDAR HILL—VENUS
Utility Joint Use Agreement
(Controlled Access Highway)

Agreement No. 01-2927

THE STATE OF TEXAS

COUNTY OF TARRANT

County Tarrant
Federal Project No.
CSJ No. 2266-02-065
ROW Account No. 8002-1-45
Highway No. State Highway 360 South
Limits From Arlington Webb Britton Road
To Broad Street

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

WHEREAS, the TU Electric, 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 21st day of April, 1993, or on-location sketches attached hereto except as provided hereinbelow;

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 Texas Department of 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 Texas Department of Transportation, such alteration, modification or new construction will injure the highway or endanger the traveling public using said highway, the Texas Department of Transportation 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; 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 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

By: Joe R. Thompson

Authorized Signature

Title: Senior Vice President

Date: 1/21/93

EXECUTION RECOMMENDED:

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

Director of Right of Way

Texas Department of Transportation

Date: 02/10/93