

ORDINANCE

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE VILLAGE OF FULSHEAR, TEXAS ACCEPTING THE PROVISIONS OF TITLE 28, CHAPTERS 1 THROUGH 10, OF THE 1925 REVISED STATUTES, AS AMENDED; AND PROVIDING THAT THE VILLAGE OF FULSHEAR HENCEFORTH BE KNOWN AS THE TOWN OF FULSHEAR; AND PROVIDING FOR THE FILING AND RECORDING OF THIS ORDINANCE

WHEREAS, the Village of Fulshear ("Village") contains one or more manufacturing establishments within its corporate limits; and

WHEREAS, the Board of Aldermen of said Village has determined that it is in the best interests of the Village to accept the provisions of Title 28, Chapters 1 through 10, 1925 Revised Statutes, as amended;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF FULSHEAR, TEXAS:

Section 1. That the provisions of Title 28, Chapters 1 through 10, 1925 Revised Statutes, as amended, are hereby accepted by the Village of Fulshear, Texas.

Section 2. That this Ordinance shall be entered in the Village's Journal of Proceedings.

Section 3. That the Village of Fulshear, Texas shall henceforth be known as the Town of Fulshear, Texas.

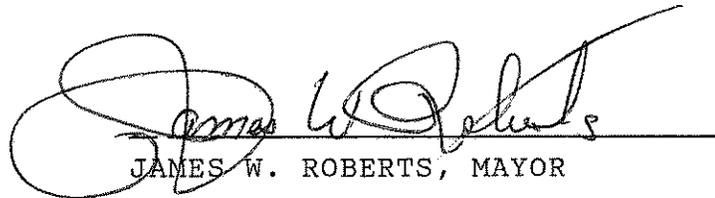
Section 4. That a copy of this Ordinance, signed by the Mayor and attested by the Secretary under the corporate seal, shall be filed and recorded in the Office of the County Clerk of Fort Bend County, Texas.

The foregoing Ordinance was read and adopted on the 07 day of NOV., A.D., 1977, by the following vote:

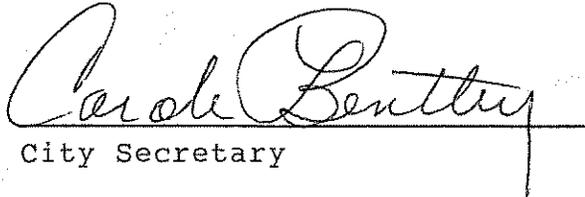
SETHORA WEST	<u>ABSENT</u>
VIOLA RANDLE	<u>YES</u>
LEIGH J. BENTLEY	<u>YES</u>
BETTY HUGGINS	<u>YES</u>
NARVELENE BANKS	<u>YES</u>

Approved and adopted this the 07 day of NOV., 1977.

(SEAL)


JAMES W. ROBERTS, MAYOR

ATTEST:


City Secretary

ORDINANCE

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE VILLAGE OF FULSHEAR, TEXAS ACCEPTING THE PROVISIONS OF TITLE 28, CHAPTERS 1 THROUGH 10, OF THE 1925 REVISED STATUTES, AS AMENDED; AND PROVIDING THAT THE VILLAGE OF FULSHEAR HENCEFORTH BE KNOWN AS THE TOWN OF FULSHEAR; AND PROVIDING FOR THE FILING AND RECORDING OF THIS ORDINANCE

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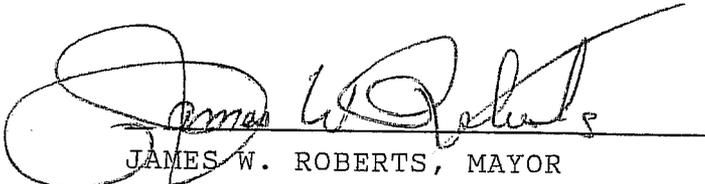
Section 4. That a copy of this Ordinance, signed by the Mayor and attested by the Secretary under the corporate seal, shall be filed and recorded in the Office of the County Clerk of Fort Bend County, Texas.

The foregoing Ordinance was read and adopted on the 07 day of Nov., A.D., 1977, by the following vote:

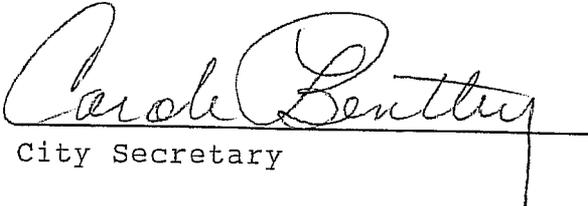
SETHORA WEST	<u>ABSENT</u>
VIOLA RANDLE	<u>YES</u>
LEIGH J. BENTLEY	<u>YES</u>
BETTY HUGGINS	<u>YES</u>
NARVELENE BANKS	<u>YES</u>

Approved and adopted this the 07 day of NOV., 1977.

(SEAL)


JAMES W. ROBERTS, MAYOR

ATTEST:


City Secretary

AN ORDINANCE GRANTING TO HOUSTON LIGHTING & POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT WITHIN THE CITY AN ELECTRICAL LIGHTING AND POWER BUSINESS AND TO ERECT, CONSTRUCT, MAINTAIN, OPERATE, USE, EXTEND, REMOVE, REPLACE AND REPAIR IN, UNDER, UPON, OVER, ACROSS AND ALONG ANY AND ALL OF THE PRESENT AND FUTURE PUBLIC ROADS, HIGHWAYS, STREETS, DEDICATED EASEMENTS, LANES AND ALLEYS OF THE CITY AND OVER AND ACROSS ANY STREAM OR STREAMS, BRIDGE OR BRIDGES, NOW OR HEREAFTER OWNED OR CONTROLLED BY IT A SYSTEM OF POLES, POLE LINES, TOWERS, TRANSMISSION LINES, WIRES, GUYS, CABLES, CONDUITS AND OTHER DESIRABLE INSTRUMENTALITIES AND APPURTENANCES (INCLUDING TELEGRAPH AND TELEPHONE POLES AND WIRES FOR THE COMPANY'S OWN USE), NECESSARY OR PROPER FOR THE SUPPLY AND DISTRIBUTION OF ELECTRICITY FOR LIGHT, POWER AND HEAT, AND FOR ANY OTHER PURPOSE FOR WHICH ELECTRICITY MAY BE USED, TO THE MUNICIPALITY AND INHABITANTS OF THE MUNICIPALITY, OR ANY OTHER PERSON OR PERSONS FOR A PERIOD OF FIFTY (50) YEARS FROM AND AFTER THE 29 DAY OF August, 1977; REGULATING THE USE OF STREETS BY THE COMPANY AND THE REPAIR AND RESTORATION OF STREETS DISTURBED BY CONSTRUCTION; CONTAINING A CONTRACT BY THE COMPANY TO FURNISH FIRST-CLASS SERVICE AND THE GRADE OF SERVICE TO ITS CUSTOMERS AS PROVIDED BY ITS RATE SCHEDULES EXCEPT UNDER CONDITIONS BEYOND THE COMPANY'S CONTROL; PROVIDING FOR THE TEMPORARY REMOVAL, RAISING AND LOWERING OF WIRES AND OTHER APPURTENANCES AND ESTABLISHING STANDARDS FOR THEIR CONSTRUCTION; PROVIDING FOR COMPENSATION TO BE PAID TO THE CITY; PROVIDING FOR USE BY THE CITY FOR ITS TRAFFIC SIGNAL LIGHT SYSTEM AND ITS POLICE AND FIRE ALARM SYSTEM OF CERTAIN WIRE AND CONDUIT SPACE; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; PROVIDING THE COMPANY'S OBLIGATION TO FURNISH EFFICIENT SERVICE AT REASONABLE RATES; PROVIDING A SEVERABILITY CLAUSE; RESERVING ALL POWERS OF REGULATION; PROVIDING FOR INDEMNITY BY THE COMPANY TO THE CITY; MAKING MISCELLANEOUS PROVISIONS RELATIVE TO THIS GRANT OF FRANCHISE; REPEALING ALL PREVIOUS ELECTRICAL LIGHTING AND POWER FRANCHISE ORDINANCES; PROVIDING FOR ACCEPTANCE BY THE COMPANY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE VILLAGE OF FULSHEAR, TEXAS:

Section 1. That, subject to the terms, conditions and provisions of this ordinance, the Village of Fulshear, Texas, in the caption above and hereinafter referred to as the "City", does hereby grant unto Houston Lighting & Power Company, hereinafter called "Company", its successors and assigns, the right, privilege and franchise to conduct within the boundaries of the City, as such boundaries now

exist or may hereafter be extended, an electrical lighting and power business and to erect, construct, maintain, operate, use, extend, remove, replace and repair, in, under, upon, over, across and along any and all of the present and future public roads, highways, streets, dedicated easements, lanes and alleys owned or controlled by the City, and over and across any stream or streams, bridge or bridges, now or hereafter owned or controlled by City, a system of poles, pole lines, towers, transmission lines, wires, guys, conduits, cables and other desirable instrumentalities and appurtenances (including telegraph and telephone poles and wires for use of Company), necessary or proper for the purpose of carrying, conducting, supplying, distributing and selling to the municipality and the inhabitants of said City or other person or persons, firms or corporations, electricity for light, power and heat, and for any other purpose for which electricity may be used; to carry, conduct, supply and distribute electricity by means of said poles, pole lines, towers, transmission lines, conduits, cables or other instrumentalities, and to sell same to said City and inhabitants thereof, or to any other person or persons, firms or corporations.

Section 2. Upon the filing with the City by the

Company of the acceptance required hereunder, this franchise shall be in full force and effect for a term and period of fifty (50) years from and after the 21 day of

August, 1911.

Section 3. All poles erected by the Company pursuant to the authority herein granted shall be of sound material and reasonably straight, and shall be so set that they will not interfere with the flow of water in any gutter or drain, and so that the same will interfere as little as

practicable with the ordinary travel, on the streets, sidewalks, or other public ways. Within the streets or other public ways of the City, the location and route of all poles, stubs, guys, anchors, lines, conduits and cables placed and constructed and to be placed and constructed by Company in the construction and maintenance of its electrical lighting and power system in the City, shall be subject to the reasonable and proper regulation, control and direction of the City, or of any City official to whom such duties have been or may be duly delegated, which regulation and control shall include, but not by way of limitation, the right to require in writing the relocation of Company facilities, exclusive of street lighting and facilities installed for service directly to the City, at Company's cost within the streets or other public ways whenever such shall be reasonably necessary on account of the widening, change of grade, relocation, or other City construction within such streets or public ways.

Section 4. The surface of any public road, highway, streets, lanes, alleys, or other public place disturbed by Company in erecting, constructing, maintaining, operating, using, extending, removing, replacing or repairing its electrical lighting and power system shall be restored immediately after the completion of the work to as good a condition as before the commencement of the work and maintained to the satisfaction of the City, or of any City official to whom such duties have been or may be duly delegated, for one year from the date the surface of said public road, highway, street, lane, alley, or other public place is broken for such construction, maintenance or removal work, after which time responsibility for the maintenance shall become the duty of the City. No public road, highway, street, lane, alley, or other public place shall

be encumbered by construction, maintenance or removal work by Company for a longer period than shall be necessary to execute such work.

Section 5. The service furnished hereunder to the City and its inhabitants shall be first class in all respects, considering all circumstances, and Company shall furnish the grade of service to its customers as provided by its rate schedules and shall maintain its system in reasonable operating condition during the continuance of this agreement. An exception to this requirement is automatically in effect when due to shortages in materials, supplies and equipment beyond the control of the Company and when due to fires, strikes, riots, storms, floods, war and other casualties, and when due to Governmental regulations, limitations and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and when due to unforeseen and unusual demands for service. In any of which events the Company shall do all things reasonably within its power to restore normal service.

Section 6. The Company on the written request of any person shall remove or raise or lower its wires temporarily to permit construction work in the vicinity thereof or to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the benefited party or parties, and Company may require such payment in advance, being without obligation to remove, raise, or lower its wires until such payment shall have been made. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes. All of Company's lines for the transmission and distribution of electrical energy, located within City,

shall be constructed, operated and maintained, as to clearances, in accordance with the National Electrical Safety Code, as published in March, 1948, by the National Bureau of Standards, Handbook 30; provided, however, nothing herein shall impair the right of the City in the future by ordinance to adopt and require compliance with any new, amended or revised code, or by ordinance to require compliance with such further or different standards as may be found to be in the public interest.

Section 7. In consideration for the rights and privileges herein granted, the Company agrees to pay to the City for each year of the term of this franchise the sum of \$500 plus a sum equal to 4% of the gross receipts for such year, exclusive of receipts for street lighting, received by the Company from its electrical lighting and power sales for consumption within the corporate limits of the City. Payment shall be made by the 15th day of each February for the preceding calendar year. For fractional calendar years said \$500 shall be proportionately reduced and said 4% shall be based upon the gross receipts for that part of the year involved. Said payments shall be in lieu of any license charge or fee, street or alley rental, or other character of charge or levy by the City for the use or occupancy of the public roads, highways, streets, lanes, alleys, or other public places in the City and in lieu of any pole tax or inspection fee tax.

Section 8. In addition to the considerations set forth in Section 7, the Company shall hold itself ready to furnish, free of charge, subject to the use of the City, such pole space as may be required from time to time for the installation of City owned traffic, police and fire alarm system conductors; provided such conductor space does

not exceed the capacity of one crossarm on any one pole and provided such space is then available on existing poles. The specific location for these traffic, police and fire alarm conductors on Company poles shall be determined by the Company and will be allotted at the time specific applications for space are received from the City. All City traffic, police and fire alarm circuits on Company poles shall be installed in strict compliance with the applicable provisions of the National Electrical Safety Code, Handbook 30, as published in March, 1948, by the United States Department of Commerce, Bureau of Standards; provided, however, nothing herein shall impair the right of the City in the future by ordinance to adopt any new, amended or revised code, or by ordinance to specify such further or different standards as may be found to be in the public interest. Where main underground duct lines are located between manholes, the Company shall permit free of charge the installation in one interior duct by the City of its traffic, police or fire alarm signal cables; provided space is available in an interior duct not suitable for power circuits without interference with the Company's system neutral conductors. All cables installed by the City in Company ducts shall be of the nonmetallic sheath type to prevent corrosive or electrolytic action between City and Company owned cables. A request for duct assignment shall in each instance be submitted to the Company and a sketch showing duct allocation shall be received from the Company prior to the installation of City cables in Company owned duct lines. All City owned conductors and cables, whether on poles or in duct lines, shall be constructed, maintained and operated in such manner as to not interfere with or create a hazard in the operation of the Company's electrical

transmission and distribution system. It is further agreed that the Company shall not be responsible to any party or parties whatsoever for any claims, demands, losses, suits, judgments for damages or injuries to persons or property by reason of the construction, maintenance, inspection or use of the traffic signal light system or police and fire alarm systems belonging to the City and constructed upon Company's poles or in its ducts, and the City shall indemnify and hold the Company harmless against all such claims, losses, demands, suits and judgments, but the City does not, by this agreement, admit primary liability to any third party by reason of the City's operation and use of such police and fire alarm wires, such being a function of government.

Section 9. Nothing contained in this ordinance shall ever be construed as conferring upon Company any exclusive rights or privileges of any nature whatsoever.

Section 10. It shall be the Company's obligation as provided in Section 5 hereof to furnish efficient electrical service to the public at reasonable rates and to maintain its property in good repair and working order, except when prevented from so doing by forces and conditions not reasonably within the control of Company. Should Company fail or refuse to maintain its properties in good order and furnish efficient service at all times throughout the life of this grant, except only when prevented from so doing by forces and conditions not reasonably within the control of the Company, or should the Company fail or refuse to furnish efficient service at reasonable rates, lawfully determined by the City, throughout the life of this grant, excepting only during such periods as the Company shall in good faith and diligently contest the reasonableness of the rates in question, then it shall pay to the

City the sum of Twenty-Five Dollars (\$25) for each day it shall so fail or refuse after reasonable notice thereof and a hearing thereon by the City. Any suit to recover such sum shall be filed within one year from the date of accrual.

Section 11. If any provision, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City in adopting this ordinance that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation, and to this end, all provisions of this ordinance are declared to be severable.

Section 12. The City by the granting of this franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights, now or hereafter vested in the City to regulate the rates and services of Company; and Company by its acceptance of this franchise agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

Section 13. The Company, its successors and assigns, shall protect and hold City harmless against all claims for damages or demands for damages to any person or property by reason of the construction and maintenance of its electrical lighting and power system, or in any way growing out of the granting of this franchise, either directly or indirectly, or by reason of any act, negligence, or nonfeasance of the contractors, agents, or employees of Company, its successors or assigns, and shall

refund to City all sums which it may be adjudged to pay on any such claim, or which may arise or grow out of the exercise of the rights and privileges hereby granted, or by the abuse thereof, and Company, its successors and assigns, shall indemnify and hold the City harmless from and on account of all damages, costs, expenses, actions, and causes of action that may accrue to or be brought by any person, persons, company or companies at any time hereafter by reason of the exercise of the rights and privileges hereby granted, or of the abuse thereof.

Section 14. In granting this franchise, it is understood that the lawful power vested by law in the City to regulate all public utilities within City, and to regulate the local rates of public utilities within the City within the limits of the Constitution and laws, and to require all persons or corporations to discharge the duties and undertakings, for the performance of which this franchise was made, is reserved; and this grant is made subject to all lawful rights, powers and authorities, either of regulation or otherwise, reserved to the City by law.

Section 15. This franchise replaces all former franchise agreements or ordinances with Company, or its predecessors, which are hereby repealed, such repeal to be effective upon the date operations are started under this franchise.

Section 16. The Company shall, within thirty (30) days from the date this ordinance is passed and approved, file with the City a written statement signed in its name and behalf in the following form:

"To the Village of Fulshear, Texas:

"The Company for itself, its successors and assigns, hereby accepts the above and foregoing ordinance and agrees to be bound by all of its terms and provisions.

HOUSTON LIGHTING & POWER COMPANY

By _____, 19__."

"Dated the _____ day of _____, 19__."

Section 17. This ordinance shall take effect and be in force from and after its passage and approval, and upon acceptance by the Company the term of this franchise shall begin and continue in accordance with Section 2 hereof.

Passed and approved this the 29 day of August, 1977.

James W. Roberts
MAYOR

Debra J. Bentley
ALDERMAN

Stephen West
ALDERMAN

Marlene Banks
ALDERMAN

Dick Randle
ALDERMAN

Betty Huggins
ALDERMAN

ATTEST:

Carole E. Bentley
SECRETARY

(SEAL)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

I, Carole E. Bentley, the duly appointed, qualified and acting Secretary of the Village of Fulshear, Texas, hereby certify that the above and foregoing ordinance of the Village of Fulshear was passed at a regular meeting of the Board of Aldermen of the Village of Fulshear held on the 29 day of August, 1977; that written notice of the date, hour, place and subject of said meeting was posted for at least 72 hours preceding the scheduled time of said meeting on a bulletin board located in a place in the city hall which is convenient and readily accessible to the general public at all times; that the Mayor, James W. Roberts, and Aldermen Dick Randle, Marlene Banks, Seth West, Betty Huggins and Debra J. Bentley were present at said meeting and acted as the Board throughout; that said ordinance has been approved by the Mayor and is duly attested by the Secretary; and that the same has been duly engrossed and enrolled in the records of the Village of Fulshear, Texas.

EXECUTED under my hand and the official seal of the Village of Fulshear, Texas, this 29 day of August, 1977.

Carole E. Bentley
SECRETARY

OF THE VILLAGE OF FULSHEAR, TEXAS

(SEAL)

To the Village of Fulshear, Texas:

The Company for itself, its successors and assigns, hereby accepts the above and foregoing ordinance and agrees to be bound by all of its terms and provisions.

HOUSTON LIGHTING & POWER COMPANY

By _____

Dated the _____ day of _____, 19__.

THE STATE OF TEXAS
COUNTY OF FORT BEND

I, _____, the duly appointed, qualified and acting Secretary of the Village of Fulshear, Texas, hereby certify that the above and foregoing Acceptance was received and filed in the office of the Secretary of the Village of Fulshear on the _____ day of _____, 19__.

EXECUTED under my hand and the official seal of the Village of Fulshear, Texas, this _____ day of _____, 19__.

SECRETARY
OF THE VILLAGE OF FULSHEAR, TEXAS

AN ORDINANCE GRANTING TO HOUSTON LIGHTING & POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT WITHIN THE CITY AN ELECTRICAL LIGHTING AND POWER BUSINESS AND TO ERECT, CONSTRUCT, MAINTAIN, OPERATE, USE, EXTEND, REMOVE, REPLACE AND REPAIR IN, UNDER, UPON, OVER, ACROSS AND ALONG ANY AND ALL OF THE PRESENT AND FUTURE PUBLIC ROADS, HIGHWAYS, STREETS, DEDICATED EASEMENTS, LANES AND ALLEYS OF THE CITY AND OVER AND ACROSS ANY STREAM OR STREAMS, BRIDGE OR BRIDGES, NOW OR HEREAFTER OWNED OR CONTROLLED BY IT A SYSTEM OF POLES, POLE LINES, TOWERS, TRANSMISSION LINES, WIRES, GUYS, CABLES, CONDUITS AND OTHER DESIRABLE INSTRUMENTALITIES AND APPURTENANCES (INCLUDING TELEGRAPH AND TELEPHONE POLES AND WIRES FOR THE COMPANY'S OWN USE), NECESSARY OR PROPER FOR THE SUPPLY AND DISTRIBUTION OF ELECTRICITY FOR LIGHT, POWER AND HEAT, AND FOR ANY OTHER PURPOSE FOR WHICH ELECTRICITY MAY BE USED, TO THE MUNICIPALITY AND INHABITANTS OF THE MUNICIPALITY, OR ANY OTHER PERSON OR PERSONS FOR A PERIOD OF FIFTY (50) YEARS FROM AND AFTER THE 29 DAY OF August, 1977; REGULATING THE USE OF STREETS BY THE COMPANY AND THE REPAIR AND RESTORATION OF STREETS DISTURBED BY CONSTRUCTION; CONTAINING A CONTRACT BY THE COMPANY TO FURNISH FIRST-CLASS SERVICE AND THE GRADE OF SERVICE TO ITS CUSTOMERS AS PROVIDED BY ITS RATE SCHEDULES EXCEPT UNDER CONDITIONS BEYOND THE COMPANY'S CONTROL; PROVIDING FOR THE TEMPORARY REMOVAL, RAISING AND LOWERING OF WIRES AND OTHER APPURTENANCES AND ESTABLISHING STANDARDS FOR THEIR CONSTRUCTION; PROVIDING FOR COMPENSATION TO BE PAID TO THE CITY; PROVIDING FOR USE BY THE CITY FOR ITS TRAFFIC SIGNAL LIGHT SYSTEM AND ITS POLICE AND FIRE ALARM SYSTEM OF CERTAIN WIRE AND CONDUIT SPACE; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; PROVIDING THE COMPANY'S OBLIGATION TO FURNISH EFFICIENT SERVICE AT REASONABLE RATES; PROVIDING A SEVERABILITY CLAUSE; RESERVING ALL POWERS OF REGULATION; PROVIDING FOR INDEMNITY BY THE COMPANY TO THE CITY; MAKING MISCELLANEOUS PROVISIONS RELATIVE TO THIS GRANT OF FRANCHISE; REPEALING ALL PREVIOUS ELECTRICAL LIGHTING AND POWER FRANCHISE ORDINANCES; PROVIDING FOR ACCEPTANCE BY THE COMPANY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE VILLAGE OF FULSHEAR, TEXAS:

Section 1. That, subject to the terms, conditions and provisions of this ordinance, the Village of Fulshear, Texas, in the caption above and hereinafter referred to as the "City", does hereby grant unto Houston Lighting & Power Company, hereinafter called "Company", its successors and assigns, the right, privilege and franchise to conduct within the boundaries of the City, as such boundaries now

exist or may hereafter be extended, an electrical lighting and power business and to erect, construct, maintain, operate, use, extend, remove, replace and repair, in, under, upon, over, across and along any and all of the present and future public roads, highways, streets, dedicated easements, lanes and alleys owned or controlled by the City, and over and across any stream or streams, bridge or bridges, now or hereafter owned or controlled by City, a system of poles, pole lines, towers, transmission lines, wires, guys, conduits, cables and other desirable instrumentalities and appurtenances (including telegraph and telephone poles and wires for use of Company), necessary or proper for the purpose of carrying, conducting, supplying, distributing and selling to the municipality and the inhabitants of said City or other person or persons, firms or corporations, electricity for light, power and heat, and for any other purpose for which electricity may be used; to carry, conduct, supply and distribute electricity by means of said poles, pole lines, towers, transmission lines, conduits, cables or other instrumentalities, and to sell same to said City and inhabitants thereof, or to any other person or persons, firms or corporations.

Section 2. Upon the filing with the City by the Company of the acceptance required hereunder, this franchise shall be in full force and effect for a term and period of fifty (50) years from and after the 29 day of August, 1977.

Section 3. All poles erected by the Company pursuant to the authority herein granted shall be of sound material and reasonably straight, and shall be so set that they will not interfere with the flow of water in any gutter or drain, and so that the same will interfere as little as

practicable with the ordinary travel, on the streets, sidewalks, or other public ways. Within the streets or other public ways of the City, the location and route of all poles, stubs, guys, anchors, lines, conduits and cables placed and constructed and to be placed and constructed by Company in the construction and maintenance of its electrical lighting and power system in the City, shall be subject to the reasonable and proper regulation, control and direction of the City, or of any City official to whom such duties have been or may be duly delegated, which regulation and control shall include, but not by way of limitation, the right to require in writing the relocation of Company facilities, exclusive of street lighting and facilities installed for service directly to the City, at Company's cost within the streets or other public ways whenever such shall be reasonably necessary on account of the widening, change of grade, relocation, or other City construction within such streets or public ways.

Section 4. The surface of any public road, highway, streets, lanes, alleys, or other public place disturbed by Company in erecting, constructing, maintaining, operating, using, extending, removing, replacing or repairing its electrical lighting and power system shall be restored immediately after the completion of the work to as good a condition as before the commencement of the work and maintained to the satisfaction of the City, or of any City official to whom such duties have been or may be duly delegated, for one year from the date the surface of said public road, highway, street, lane, alley, or other public place is broken for such construction, maintenance or removal work, after which time responsibility for the maintenance shall become the duty of the City. No public road, highway, street, lane, alley, or other public place shall

be encumbered by construction, maintenance or removal work by Company for a longer period than shall be necessary to execute such work.

Section 5. The service furnished hereunder to the City and its inhabitants shall be first class in all respects, considering all circumstances, and Company shall furnish the grade of service to its customers as provided by its rate schedules and shall maintain its system in reasonable operating condition during the continuance of this agreement. An exception to this requirement is automatically in effect when due to shortages in materials, supplies and equipment beyond the control of the Company and when due to fires, strikes, riots, storms, floods, war and other casualties, and when due to Governmental regulations, limitations and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and when due to unforeseen and unusual demands for service. In any of which events the Company shall do all things reasonably within its power to restore normal service.

Section 6. The Company on the written request of any person shall remove or raise or lower its wires temporarily to permit construction work in the vicinity thereof or to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the benefited party or parties, and Company may require such payment in advance, being without obligation to remove, raise, or lower its wires until such payment shall have been made. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes. All of Company's lines for the transmission and distribution of electrical energy, located within City,

shall be constructed, operated and maintained, as to clearances, in accordance with the National Electrical Safety Code, as published in March, 1948, by the National Bureau of Standards, Handbook 30; provided, however, nothing herein shall impair the right of the City in the future by ordinance to adopt and require compliance with any new, amended or revised code, or by ordinance to require compliance with such further or different standards as may be found to be in the public interest.

Section 7. In consideration for the rights and privileges herein granted, the Company agrees to pay to the City for each year of the term of this franchise the sum of \$500 plus a sum equal to 4% of the gross receipts for such year, exclusive of receipts for street lighting, received by the Company from its electrical lighting and power sales for consumption within the corporate limits of the City. Payment shall be made by the 15th day of each February for the preceding calendar year. For fractional calendar years said \$500 shall be proportionately reduced and said 4% shall be based upon the gross receipts for that part of the year involved. Said payments shall be in lieu of any license charge or fee, street or alley rental, or other character of charge or levy by the City for the use or occupancy of the public roads, highways, streets, lanes, alleys, or other public places in the City and in lieu of any pole tax or inspection fee tax.

Section 8. In addition to the considerations set forth in Section 7, the Company shall hold itself ready to furnish, free of charge, subject to the use of the City, such pole space as may be required from time to time for the installation of City owned traffic, police and fire alarm system conductors; provided such conductor space does

not exceed the capacity of one crossarm on any one pole and provided such space is then available on existing poles. The specific location for these traffic, police and fire alarm conductors on Company poles shall be determined by the Company and will be allotted at the time specific applications for space are received from the City. All City traffic, police and fire alarm circuits on Company poles shall be installed in strict compliance with the applicable provisions of the National Electrical Safety Code, Handbook 30, as published in March, 1948, by the United States Department of Commerce, Bureau of Standards; provided, however, nothing herein shall impair the right of the City in the future by ordinance to adopt any new, amended or revised code, or by ordinance to specify such further or different standards as may be found to be in the public interest. Where main underground duct lines are located between manholes, the Company shall permit free of charge the installation in one interior duct by the City of its traffic, police or fire alarm signal cables; provided space is available in an interior duct not suitable for power circuits without interference with the Company's system neutral conductors. All cables installed by the City in Company ducts shall be of the nonmetallic sheath type to prevent corrosive or electrolytic action between City and Company owned cables. A request for duct assignment shall in each instance be submitted to the Company and a sketch showing duct allocation shall be received from the Company prior to the installation of City cables in Company owned duct lines. All City owned conductors and cables, whether on poles or in duct lines, shall be constructed, maintained and operated in such manner as to not interfere with or create a hazard in the operation of the Company's electrical

transmission and distribution system. It is further agreed that the Company shall not be responsible to any party or parties whatsoever for any claims, demands, losses, suits, judgments for damages or injuries to persons or property by reason of the construction, maintenance, inspection or use of the traffic signal light system or police and fire alarm systems belonging to the City and constructed upon Company's poles or in its ducts, and the City shall indemnify and hold the Company harmless against all such claims, losses, demands, suits and judgments, but the City does not, by this agreement, admit primary liability to any third party by reason of the City's operation and use of such police and fire alarm wires, such being a function of government.

Section 9. Nothing contained in this ordinance shall ever be construed as conferring upon Company any exclusive rights or privileges of any nature whatsoever.

Section 10. It shall be the Company's obligation as provided in Section 5 hereof to furnish efficient electrical service to the public at reasonable rates and to maintain its property in good repair and working order, except when prevented from so doing by forces and conditions not reasonably within the control of Company. Should Company fail or refuse to maintain its properties in good order and furnish efficient service at all times throughout the life of this grant, except only when prevented from so doing by forces and conditions not reasonably within the control of the Company, or should the Company fail or refuse to furnish efficient service at reasonable rates, lawfully determined by the City, throughout the life of this grant, excepting only during such periods as the Company shall in good faith and diligently contest the reasonableness of the rates in question, then it shall pay to the

City the sum of Twenty-Five Dollars (\$25) for each day it shall so fail or refuse after reasonable notice thereof and a hearing thereon by the City. Any suit to recover such sum shall be filed within one year from the date of accrual.

Section 11. If any provision, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City in adopting this ordinance that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation, and to this end, all provisions of this ordinance are declared to be severable.

Section 12. The City by the granting of this franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights, now or hereafter vested in the City to regulate the rates and services of Company; and Company by its acceptance of this franchise agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

Section 13. The Company, its successors and assigns, shall protect and hold City harmless against all claims for damages or demands for damages to any person or property by reason of the construction and maintenance of its electrical lighting and power system, or in any way growing out of the granting of this franchise, either directly or indirectly, or by reason of any act, negligence, or nonfeasance of the contractors, agents, or employees of Company, its successors or assigns, and shall

refund to City all sums which it may be adjudged to pay on any such claim, or which may arise or grow out of the exercise of the rights and privileges hereby granted, or by the abuse thereof and Company, its successors and assigns, shall indemnify and hold the City harmless from and on account of all damages, costs, expenses, actions, and causes of action that may accrue to or be brought by any person, persons, company or companies at any time hereafter by reason of the exercise of the rights and privileges hereby granted, or of the abuse thereof.

Section 14. In granting this franchise, it is understood that the lawful power vested by law in the City to regulate all public utilities within City, and to regulate the local rates of public utilities within the City within the limits of the Constitution and laws, and to require all persons or corporations to discharge the duties and undertakings, for the performance of which this franchise was made, is reserved; and this grant is made subject to all lawful rights, powers and authorities, either of regulation or otherwise, reserved to the City by law.

Section 15. This franchise replaces all former franchise agreements or ordinances with Company, or its predecessors, which are hereby repealed, such repeal to be effective upon the date operations are started under this franchise.

Section 16. The Company shall, within thirty (30) days from the date this ordinance is passed and approved, file with the City a written statement signed in its name and behalf in the following form:

"To the Village of Fulshear, Texas:

"The Company for itself, its successors and assigns, hereby accepts the above and foregoing ordinance and agrees to be bound by all of its terms and provisions.

HOUSTON LIGHTING & POWER COMPANY

By _____

"Dated the _____ day of _____, 19__."

Section 17. This ordinance shall take effect and be in force from and after its passage and approval, and upon acceptance by the Company the term of this franchise shall begin and continue in accordance with Section 2 hereof.

Passed and approved this the 29 day of August, 1977.

James W. Roberts
MAYOR
Leigh John Bentley
ALDERMAN
Sethora West
ALDERMAN
Maruelene Banks
ALDERMAN
Viola Randle
ALDERMAN
Betty Huggins
ALDERMAN

ATTEST:

Carole E. Bentley
SECRETARY

(SEAL)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

I, Carole E. Bentley, the duly appointed, qualified and acting Secretary of the Village of Fulshear, Texas, hereby certify that the above and foregoing ordinance of the Village of Fulshear was passed at a regular meeting of the Board of Aldermen of the Village of Fulshear held on the 29 day of August, 1977; that written notice of the date, hour, place and subject of said meeting was posted for at least 72 hours preceding the scheduled time of said meeting on a bulletin board located in a place in the city hall which is convenient and readily accessible to the general public at all times; that the Mayor, James W. Roberts, and Aldermen Viola Randle, Maruelene Banks, Sethora West, Betty Huggins and Leigh John Bentley were present at said meeting and acted as the Board throughout; that said ordinance has been approved by the Mayor and is duly attested by the Secretary; and that the same has been duly engrossed and enrolled in the records of the Village of Fulshear, Texas.

EXECUTED under my hand and the official seal of the Village of Fulshear, Texas, this 29 day of August, 1977.

Carole E. Bentley
SECRETARY
OF THE VILLAGE OF FULSHEAR, TEXAS

To the Village of Fulshear, Texas:

The Company for itself, its successors and assigns, hereby accepts the above and foregoing ordinance and agrees to be bound by all of its terms and provisions.

HOUSTON LIGHTING & POWER COMPANY

By *[Signature]*

Dated the 30 day of August, 1977.

THE STATE OF TEXAS

COUNTY OF FORT BEND

I, *Carole E Bentley*, the duly appointed, qualified and acting Secretary of the Village of Fulshear, Texas, hereby certify that the above and foregoing Acceptance was received and filed in the office of the Secretary of the Village of Fulshear on the 14 day of September, 1977.

EXECUTED under my hand and the official seal of the Village of Fulshear, Texas, this 14 day of September, 1977.

Carole E Bentley
SECRETARY
OF THE VILLAGE OF FULSHEAR, TEXAS

MUNICIPAL MAINTENANCE ORDINANCE

AN ORDINANCE PROVIDING FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF FULSHEAR, COUNTY OF FORT BEND, TEXAS, HEREBY REFERRED TO AS MUNICIPAL MAINTENANCE PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OR OTHER AUTHORIZED CITY OFFICIAL, TO EXECUTE AND AFFIX THE CORPORATE SEAL AND ATTEST SAME. A CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS, PROVIDING FOR THE MAINTENANCE AND USE OF THE SAID MAINTENANCE PROJECT: AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHOULD BE EFFECTIVE FROM AND AFTER ITS PASSAGE.

WHEREAS, the Public convenience, safety and necessity of the City, and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas, enter upon and contribute financially to the maintenance of said project; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense, enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the form attached hereto, made a part hereof, and marked "MUNICIPAL MAINTENANCE AGREEMENT"; and

WHEREAS, said project consists of those State Highways and/or portions thereof which are described and included in the form attached hereto and marked "MUNICIPAL MAINTENANCE AGREEMENT."

NOW, THEREFORE, BE IT ORDAINED by the CITY COUNCIL
OF FULSHEAR, TEXAS

SECTION 1. That the public convenience, safety and necessity of the City and the people of the City require said project be adequately maintained.

SECTION 2. That the State of Texas be and is hereby authorized to enter upon and maintain said maintenance project.

SECTION 3. That the Mayor, or proper City official, of the City, be and is hereby authorized to execute for and on behalf of the City an agreement with the State of Texas, in accordance with and for the purpose of carrying out the terms and provisions of this order, in the form attached hereto, made a part hereto, and marked "MUNICIPAL MAINTENANCE AGREEMENT." The City Secretary is hereby directed to attest the agreement and to affix the proper seal of the City thereto.

SECTION 4. The Mayor of the City, having requested in writing that this ordinance take effect forthwith and there being in fact an emergency and imperative necessity that the work herein provided for be begun and carried out promptly and with expedition and that the agreement aforesaid shall be immediately made, executed and delivered to the end that such work herein provided for may be begun and carried out promptly and with expedition. The reading of the ordinance on three several days is hereby dispensed with and the same shall be in full force and effect from and after its passage.

RESOLUTION NO. _____

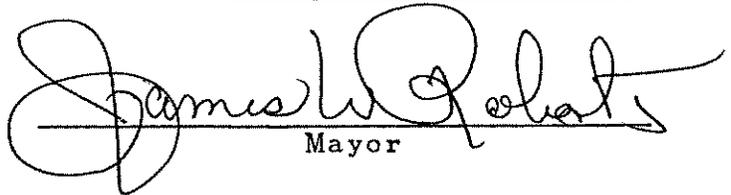
A RESOLUTION APPROVING THE AGREEMENT DATED December 5, 1977,
BETWEEN THE STATE OF TEXAS AND THE CITY OF FULSHEAR,
FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF
CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE
CITY OF FULSHEAR; AND PROVIDING FOR THE EXECUTION
OF SAID AGREEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR :

SECTION 1. That the certain agreement dated December 5, 1977
between the State of Texas and the City of Fulshear
for the maintenance, control, supervision and regulation of certain
State Highways and/or portions of State Highways in the City of
Fulshear be, and the same is, hereby approved; and
that _____ is hereby authorized to execute said
agreement on behalf of the City of Fulshear and to
transmit the same to the State of Texas for appropriate action.

PASSED: _____

APPROVED: _____



Mayor

ATTEST:



Secretary

City

Clerk

APPROVED AS TO FORM:

City Attorney

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

THIS AGREEMENT made this 5th day of December, 1977,
by and between the State of Texas, hereinafter referred to as the "State",
party of the first part, and the City of Fulshear, Fort Bend
County, Texas (population 405, 1970 Federal Census) acting by
and through its duly authorized officers, hereinafter called the "City",
party of the second part.

W I T N E S S E T H

WHEREAS, the City has requested the State to assist in the mainten-
ance of State Highway routes within such city; and

WHEREAS, the State Highway Engineer, acting for and in behalf of the
State Highway Commission, has made it known to the City that the State will
assist the City in the maintenance, control, supervision, and regulation of
State Highway routes within such city, conditioned that the City will enter
into agreements with the State for the purpose of determining the responsi-
bilities of the parties thereto:

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual
covenants and agreements of the parties hereto to be by them respectively
kept and performed, it is agreed as follows:

Coverage

1. This agreement is intended to cover and provide for State participation in the maintenance of the following classification of State Highway routes within the City:
 - A. Non-Controlled Access routes or portions thereof which are described and/or graphically shown as "State Maintained" routes in Exhibit "A", which is attached hereto and made a part hereof.
 - B. All State Highway routes or portions thereof which have been designated by the Texas Highway Commission as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.
2. The City shall retain full responsibility for the maintenance of those State Highway routes and portions thereof which are listed and/or graphically shown in Exhibit "A" and Exhibit "B" as "City Maintained" routes, except that the State is hereby authorized by the City to erect and maintain normal route markers and directional and destination signs thereon for direction of highway traffic.
3. In the event that the present system of State Highway routes within the City is changed by cancellation, modified routing, new routes, or change in the City's corporate limits, the State shall terminate maintenance and this agreement shall become null and void on that portion of the routes which are no longer routes of a State Highway; and the full effect and all conditions of this agreement shall apply to the changed routes or new routes of the State Highways within the City and shall be classified as "State Maintained" under paragraph 1 above, unless the execution of a new agreement on the changed portion of the routes is requested by either the City or the State.

GENERAL CONDITIONS

1. The City hereby agrees and does hereby authorize the State to maintain the State Highway routes covered by this agreement in the manner set out herein.

2. This agreement shall supplement any existing agreements between the State and the City for the maintenance or construction and maintenance of the highways covered herein and this agreement shall supersede such existing agreements only in respect to points of conflict.
3. Traffic regulations including speed limits, will be established and fixed by agreement with the State after traffic and engineering surveys have been conducted.
4. It is mutually agreed that, subject to approval by the State, any street lighting system may be installed by the City provided the City shall pay all cost of installation, maintenance and operation except in those installation specifically covered by separate agreements between the City and State.
5. It is understood and agreed that this agreement is for the purpose of defining the authority and responsibility of both parties for maintenance of highway routes through the City and shall in no way be considered to cover any present or past obligation either real or anticipated concerning such State Highway routes through the City.
6. The City shall prohibit the movement of loads over State maintained streets which exceed the legal limits for either weight, length, height or width, as prescribed in Vernon's Penal Code 827a for public highways outside corporate limits of cities, except those having proper permits from the State for such movements. The City shall also, by ordinance and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the street and/or for traffic safety.
7. The City shall prevent future encroachments within the right of way of the highway routes and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right of way without prior agreement with the State.
8. The City agrees that traffic control devices, such as stop and slow signs, traffic signal lights and other types of devices for traffic control, in respect to type of device, points of installation, and necessity will be fixed by agree-

ment with the State after traffic and engineering surveys have been made. The City agrees that it will not install or maintain or permit the installation or maintenance of any type of traffic control device which will affect or influence the utility of the State Highway routes without having obtained in writing the prior approval of the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the utility of the State Highway routes unless their continued use is approved in writing by the State. It is understood that future traffic signal lights installed as a joint project by the City and State will be the subject of a separate agreement outlining the responsibilities for installation and maintenance.

9. The City agrees to continue its responsibility for proper construction, maintenance and control of access driveway facilities in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Highway Department or in accordance with other standards and specifications for the design, construction and maintenance details subject to approval by the Texas Highway Department.
10. It is understood that the use of unused right of way and areas beneath structures for parking, will be the responsibility of the City as determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

State's Responsibilities

1. Maintain the pavement, base and its support and maintain the shoulders on those sections where there is no curb and gutter.
2. Install and maintain normal highway markings necessary for directing highway traffic in a safe and efficient manner, which shall include normal route markers, directional and destination signs, center line, lane line and no-passing barrier line stripes, and such other pavement markings considered necessary for direction of traffic, except crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.

3. Assist the City in sweeping and otherwise cleaning the pavement, in mowing and cleaning of litter; and in maintenance of roadway ditches, on those sections of State Highway routes where and to the extent that such duties are delineated on Exhibit "A".
4. Assist in snow and ice control as availability of labor and equipment will allow.

City's Responsibilities

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering surveys have been conducted to determine that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.
2. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with State Highway Department specifications and subject to approval of the State.
3. Retain all functions and responsibilities for maintenance, control, supervision, and regulation which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of roadway ditches does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits except where participation by the State other than above is specifically covered in a separate agreement between the City and the State.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Routes of controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Duties

1. Maintain the travelled surface of the through lanes, ramps and frontage roads and those things beneath such travelled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean-up litter within the outermost curbs of the frontage roads or the entire right of way width where no frontage roads exist, and assist in performing these operations between the right of way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways, and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and separation structures or roadways.
5. Erect and maintain all normal markings and signs necessary for the proper use of the facility and direction of traffic thereon.
6. Maintain all drainage facilities within the limits of the right of way.

City's Duties

1. Restrict parking on frontage roads to parallel parking on one side only and prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances and taking other appropriate action in addition to full compliance with current laws on parking.

2. Pass and enforce an ordinance providing for one way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right of way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practicable.
4. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the Freeway facility.

Termination

1. It is understood and agreed between the parties hereto that all obligation of the State created herein to maintain the State Highway routes covered by this agreement shall terminate if and when they are no longer routes of State Highways; and further, that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice.

Said State assumption of maintenance shall be effective the date of execution of this agreement by the Highway Department.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Fulshear on the 5th day of December 19 77, and the Highway Department on the _____ day of _____ 19 ____.

ATTEST:

Carole E. Bentley
City Secretary

CITY OF Fulshear
BY James W. Roberts
Mayor
(Title of Signing Official)

STATE OF TEXAS

APPROVAL RECOMMENDED:

District Engineer, District

Engineer of Maintenance

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 Commission.

By: _____
Chief Engineer of Maintenance
Operations

Note: To be executed in triplicate and supported by Municipal Maintenance Ordinance and Certificate of City Secretary.

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

I. State Maintained

- A. Farm to Market Road 359: From the west city limit to the north right of way line of First Street (assist in mowing, litter pick-up and maintenance of roadway ditches).

From the north right of way line of First Street to the east right of way line of Wilson Street (base and surface only, from gutter line to gutter line).

From the east right of way of Wilson Street to the east city limit (assist in mowing, litter pick-up and maintenance of roadway ditches).

- B. Farm to Market Road 1093: From the west city limit to the north right of way line of the SP RR (assist in mowing, litter pick-up, and maintenance of roadway ditches).

From the north right of way line of the SP RR to the east city limit (run concurrent with FM 359).

II. City Maintained

- III. The State will handle access driveway permits in areas where assisting in maintenance of roadway ditches.

MUNICIPAL MAINTENANCE ORDINANCE

AN ORDINANCE PROVIDING FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF FULSHEAR, COUNTY OF FORT BEND, TEXAS, HEREBY REFERRED TO AS MUNICIPAL MAINTENANCE PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OR OTHER AUTHORIZED CITY OFFICIAL, TO EXECUTE AND AFFIX THE CORPORATE SEAL AND ATTEST SAME. A CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS, PROVIDING FOR THE MAINTENANCE AND USE OF THE SAID MAINTENANCE PROJECT: AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHOULD BE EFFECTIVE FROM AND AFTER ITS PASSAGE.

WHEREAS, the Public convenience, safety and necessity of the City, and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas, enter upon and contribute financially to the maintenance of said project; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense, enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the form attached hereto, made a part hereof, and marked "MUNICIPAL MAINTENANCE AGREEMENT"; and

WHEREAS, said project consists of those State Highways and/or portions thereof which are described and included in the form attached hereto and marked "MUNICIPAL MAINTENANCE AGREEMENT."

NOW, THEREFORE, BE IT ORDAINED by the CITY COUNCIL OF FULSHEAR, TEXAS

SECTION 1. That the public convenience, safety and necessity of the City and the people of the City require said project be adequately maintained.

SECTION 2. That the State of Texas be and is hereby authorized to enter upon and maintain said maintenance project.

SECTION 3. That the Mayor, or proper City official, of the City, be and is hereby authorized to execute for and on behalf of the City an agreement with the State of Texas, in accordance with and for the purpose of carrying out the terms and provisions of this order, in the form attached hereto, made a part hereto, and marked "MUNICIPAL MAINTENANCE AGREEMENT." The City Secretary is hereby directed to attest the agreement and to affix the proper seal of the City thereto.

SECTION 4. The Mayor of the City, having requested in writing that this ordinance take effect forthwith and there being in fact an emergency and imperative necessity that the work herein provided for be begun and carried out promptly and with expedition and that the agreement aforesaid shall be immediately made, executed and delivered to the end that such work herein provided for may be begun and carried out promptly and with expedition. The reading of the ordinance on three several days is hereby dispensed with and the same shall be in full force and effect from and after its passage.

RESOLUTION NO. _____

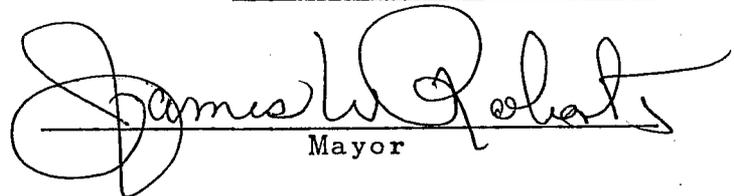
A RESOLUTION APPROVING THE AGREEMENT DATED December 5, 1977,
BETWEEN THE STATE OF TEXAS AND THE CITY OF FULSHEAR,
FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF
CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE
CITY OF FULSHEAR; AND PROVIDING FOR THE EXECUTION
OF SAID AGREEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR:

SECTION 1. That the certain agreement dated December 5, 1977
between the State of Texas and the City of Fulshear
for the maintenance, control, supervision and regulation of certain
State Highways and/or portions of State Highways in the City of
Fulshear be, and the same is, hereby approved; and
that _____ is hereby authorized to execute said
agreement on behalf of the City of Fulshear and to
transmit the same to the State of Texas for appropriate action.

PASSED: _____

APPROVED: _____



Mayor

ATTEST:



Secretary

City

Clerk

APPROVED AS TO FORM:

City Attorney

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

THIS AGREEMENT made this 5th day of December, 1977,
by and between the State of Texas, hereinafter referred to as the "State",
party of the first part, and the City of Fulshear, Fort Bend
County, Texas (population 405, 1970 Federal Census) acting by
and through its duly authorized officers, hereinafter called the "City",
party of the second part.

W I T N E S S E T H

WHEREAS, the City has requested the State to assist in the mainten-
ance of State Highway routes within such city; and

WHEREAS, the State Highway Engineer, acting for and in behalf of the
State Highway Commission, has made it known to the City that the State will
assist the City in the maintenance, control, supervision, and regulation of
State Highway routes within such city, conditioned that the City will enter
into agreements with the State for the purpose of determining the responsi-
bilities of the parties thereto:

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual
covenants and agreements of the parties hereto to be by them respectively
kept and performed, it is agreed as follows:

Coverage

1. This agreement is intended to cover and provide for State participation in the maintenance of the following classification of State Highway routes within the City:
 - A. Non-Controlled Access routes or portions thereof which are described and/or graphically shown as "State Maintained" routes in Exhibit "A", which is attached hereto and made a part hereof.
 - B. All State Highway routes or portions thereof which have been designated by the Texas Highway Commission as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.
2. The City shall retain full responsibility for the maintenance of those State Highway routes and portions thereof which are listed and/or graphically shown in Exhibit "A" and Exhibit "B" as "City Maintained" routes, except that the State is hereby authorized by the City to erect and maintain normal route markers and directional and destination signs thereon for direction of highway traffic.
3. In the event that the present system of State Highway routes within the City is changed by cancellation, modified routing, new routes, or change in the City's corporate limits, the State shall terminate maintenance and this agreement shall become null and void on that portion of the routes which are no longer routes of a State Highway; and the full effect and all conditions of this agreement shall apply to the changed routes or new routes of the State Highways within the City and shall be classified as "State Maintained" under paragraph 1 above, unless the execution of a new agreement on the changed portion of the routes is requested by either the City or the State.

GENERAL CONDITIONS

1. The City hereby agrees and does hereby authorize the State to maintain the State Highway routes covered by this agreement in the manner set out herein.

2. This agreement shall supplement any existing agreements between the State and the City for the maintenance or construction and maintenance of the highways covered herein and this agreement shall supersede such existing agreements only in respect to points of conflict.
3. Traffic regulations including speed limits, will be established and fixed by agreement with the State after traffic and engineering surveys have been conducted.
4. It is mutually agreed that, subject to approval by the State, any street lighting system may be installed by the City provided the City shall pay all cost of installation, maintenance and operation except in those installation specifically covered by separate agreements between the City and State.
5. It is understood and agreed that this agreement is for the purpose of defining the authority and responsibility of both parties for maintenance of highway routes through the City and shall in no way be considered to cover any present or past obligation either real or anticipated concerning such State Highway routes through the City.
6. The City shall prohibit the movement of loads over State maintained streets which exceed the legal limits for either weight, length, height or width, as prescribed in Vernon's Penal Code 827a for public highways outside corporate limits of cities, except those having proper permits from the State for such movements. The City shall also, by ordinance and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the street and/or for traffic safety.
7. The City shall prevent future encroachments within the right of way of the highway routes and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right of way without prior agreement with the State.
8. The City agrees that traffic control devices, such as stop and slow signs, traffic signal lights and other types of devices for traffic control, in respect to type of device, points of installation, and necessity will be fixed by agree-

ment with the State after traffic and engineering surveys have been made. The City agrees that it will not install or maintain or permit the installation or maintenance of any type of traffic control device which will affect or influence the utility of the State Highway routes without having obtained in writing the prior approval of the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the utility of the State Highway routes unless their continued use is approved in writing by the State. It is understood that future traffic signal lights installed as a joint project by the City and State will be the subject of a separate agreement outlining the responsibilities for installation and maintenance.

9. The City agrees to continue its responsibility for proper construction, maintenance and control of access driveway facilities in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Highway Department or in accordance with other standards and specifications for the design, construction and maintenance details subject to approval by the Texas Highway Department.
10. It is understood that the use of unused right of way and areas beneath structures for parking, will be the responsibility of the City as determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

State's Responsibilities

1. Maintain the pavement, base and its support and maintain the shoulders on those sections where there is no curb and gutter.
2. Install and maintain normal highway markings necessary for directing highway traffic in a safe and efficient manner, which shall include normal route markers, directional and destination signs, center line, lane line and no-passing barrier line stripes, and such other pavement markings considered necessary for direction of traffic, except crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.

3. Assist the City in sweeping and otherwise cleaning the pavement, in mowing and cleaning of litter; and in maintenance of roadway ditches, on those sections of State Highway routes where and to the extent that such duties are delineated on Exhibit "A".
4. Assist in snow and ice control as availability of labor and equipment will allow.

City's Responsibilities

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering surveys have been conducted to determine that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.
2. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with State Highway Department specifications and subject to approval of the State.
3. Retain all functions and responsibilities for maintenance, control, supervision, and regulation which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of roadway ditches does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits except where participation by the State other than above is specifically covered in a separate agreement between the City and the State.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Routes of controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Duties

1. Maintain the travelled surface of the through lanes, ramps and frontage roads and those things beneath such travelled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean-up litter within the outermost curbs of the frontage roads or the entire right of way width where no frontage roads exist, and assist in performing these operations between the right of way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways, and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and separation structures or roadways.
5. Erect and maintain all normal markings and signs necessary for the proper use of the facility and direction of traffic thereon.
6. Maintain all drainage facilities within the limits of the right of way.

City's Duties

1. Restrict parking on frontage roads to parallel parking on one side only and prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances and taking other appropriate action in addition to full compliance with current laws on parking.

2. Pass and enforce an ordinance providing for one way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right of way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practicable.
4. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the Freeway facility.

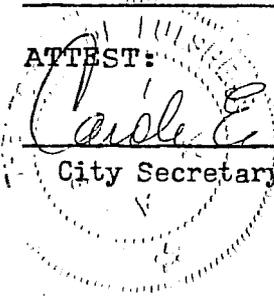
Termination

1. It is understood and agreed between the parties hereto that all obligation of the State created herein to maintain the State Highway routes covered by this agreement shall terminate if and when they are no longer routes of State Highways; and further, that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice.

Said State assumption of maintenance shall be effective the date of execution of this agreement by the Highway Department.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Fulshear on the 5th day of December 19 77, and the Highway Department on the _____ day of _____ 19____.

ATTEST:

 Carole E. Bentley
City Secretary

CITY OF Fulshear
BY James W. Roberts
Mayor
(Title of Signing Official)

STATE OF TEXAS

APPROVAL RECOMMENDED:

District Engineer, District

Engineer of Maintenance

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 Commission.

By: _____
Chief Engineer of Maintenance
Operations

Note: To be executed in triplicate and supported by Municipal Maintenance Ordinance and Certificate of City Secretary.

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

I. State Maintained

- A. Farm to Market Road 359: From the west city limit to the north right of way line of First Street (assist in mowing, litter pick-up and maintenance of roadway ditches).

From the north right of way line of First Street to the east right of way line of Wilson Street (base and surface only, from gutter line to gutter line).

From the east right of way of Wilson Street to the east city limit (assist in mowing, litter pick-up and maintenance of roadway ditches).

- B. Farm to Market Road 1093: From the west city limit to the north right of way line of the SP RR (assist in mowing, litter pick-up, and maintenance of roadway ditches).

From the north right of way line of the SP RR to the east city limit (run concurrent with FM 359).

II. City Maintained

- III. The State will handle access driveway permits in areas where assisting in maintenance of roadway ditches.

AN ORDINANCE WHEREBY THE TOWN OF FULSHEAR, TEXAS, AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AGREE THAT THE TELEPHONE COMPANY SHALL CONTINUE TO ERECT AND MAINTAIN ITS POLES, WIRES, ANCHORS, CABLES, MANHOLES, CONDUITS, AND OTHER PLANT CONSTRUCTION AND APPURTENANCES ALONG, ACROSS, ON, OVER, THROUGH, ABOVE AND UNDER ALL PUBLIC STREETS, AVENUES, ALLEYS, PUBLIC GROUNDS AND PLACES IN SAID CITY, UNDER REGULATIONS AND RESTRICTIONS AND THAT THE CITY SHALL RECEIVE AN ANNUAL PAYMENT AND THE RIGHT TO USE CERTAIN FACILITIES OF THE TELEPHONE COMPANY, ALL AS HEREIN PROVIDED:

WHEREAS, the Southwestern Bell Telephone Company, hereinafter referred to as the "Telephone Company," is now and has been engaged in the telephone business in the State of Texas and in furtherance thereof, has erected and maintained certain items of its plant construction in the Town of Fulshear, Texas, hereinafter referred to as the "City," for many years pursuant to such rights as have been granted it by and under the laws of the State of Texas, and subject to the exercise of such reasonable rights of regulation under the police power as have been also lawfully granted by and under said laws to said City; and

WHEREAS, it is to the mutual advantage of both the City and the Telephone Company that an agreement should be entered into between the Telephone Company and the City establishing the conditions under which the Telephone Company shall operate in the City.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF FULSHEAR, TEXAS, THAT:

SECTION 1 - CONSTRUCTION AND MAINTENANCE OF TELEPHONE PLANT AND SERVICE

The poles, wires, anchors, cables, manholes, conduits and other plant construction and appurtenances, used in or incident to the giving of telephone service and to the maintenance of a telephone business and system by the Telephone Company in the City, shall remain as now constructed, subject to such changes as under the limitations and conditions herein prescribed may be considered necessary by the City in the exercise of its lawful powers and by the Telephone Company in the exercise of its business of furnishing telephone service; and the Telephone Company shall continue to exercise its right to place, remove, construct and reconstruct, extend and maintain its said plant and appurtenances as the business and purposes for which it is or may be incorporated may from time to time require along, across, on, over, through, above and under all the public streets, avenues, alleys and public grounds and places within the present limits of the City and within said limits as the same from time to time may be extended, subject to the regulations, limitations and conditions herein prescribed.

SECTION 2 - SUPERVISION BY CITY OF LOCATION OF POLES AND CONDUIT

All poles to be placed shall be of sound material and reasonably straight, and shall be so set that they will not interfere with the flow of water in any gutter or drain, and so that the same will interfere as little as practicable with the ordinary travel on the street or sidewalk. The location and route of all poles, stubs, guys, anchors, conduits and cables to be placed and constructed by the Telephone Company in the construction and maintenance of its telephone system in the City, and the location of all conduits to be laid by the Telephone Company within the limits of the City under this ordinance, shall be subject to the reasonable and proper regulation, control, and direction of the Board of Aldermen or of any City official to whom such duties have been or may be delegated.

SECTION 3 - STREETS TO BE RESTORED TO GOOD CONDITION

The surface of any street, alley, highway, or public place disturbed by the Telephone Company in building, constructing, renewing or maintaining its telephone plant and system shall be restored within a reasonable time after the completion of the work to as good a condition as before the commencement of work and maintained to the satisfaction of the Board of Aldermen, or of any City official to whom such duties have been or may be delegated, for one year from the date the surface of said street, alley, highway, or public place is broken for such construction or maintenance work, after which time responsibility for the maintenance shall become the duty of the City. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.

SECTION 4 - OPERATION AND MAINTENANCE OF TELEPHONE PLANT

The Telephone Company shall maintain its system in reasonable operating condition at all normal times during the continuance of this agreement. An exception to this condition is automatically in effect when service furnished by the Telephone Company is interrupted, impaired, or prevented by fires, strikes, riots, or other occurrences beyond the control of the Telephone Company, or by storms, floods, or other casualties, in any of which events the Telephone Company shall do all things, reasonably within its power to do, to restore normal service.

SECTION 5 - TEMPORARY REMOVAL OF WIRES

The Telephone Company on the request of any person shall remove or raise or lower its wires temporarily to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the benefited party or parties, and the Telephone Company may require such payments in advance. The Telephone Company shall be given not less than forty-eight hours advance notice to arrange for such temporary wire changes.

SECTION 6 - TREE TRIMMING

The right, license, privilege and permission is hereby granted to the Telephone Company, its successors and assigns, to trim trees upon and overhanging the streets, alleys, sidewalks, and public places of the City, so as to prevent the branches of such trees from coming in contact with the wires or cables of the Telephone Company, and when so ordered by the City, said trimming shall be done under the supervision and direction of the Board of Aldermen or of any City official to whom said duties have been or may be delegated.

SECTION 7 - ANNUAL CASH CONSIDERATION TO BE PAID BY THE TELEPHONE COMPANY

To indemnify the City for any and all possible damages to its streets, alleys and public grounds which may result from the placing and maintenance therein or thereon of the Telephone Company's poles, conduits, or other telephone equipment or apparatus, and to compensate the City for its superintendence of this agreement, and as the cash consideration for the same, the Telephone Company agrees to pay to the City annually during the continuance of the agreement a sum of money equal to two percent (2%) of the annual gross receipts for the preceding year received by the Company from the rendition of local exchange telephone transmission service within the corporate limits of the City. The total sum of money paid hereunder shall not in any event exceed the amount allowed by the Public Utility Commission of Texas as a reasonable and necessary expense of operation for rate making purposes. The first payment hereunder shall be made April 15, 1978, and shall equal in amount two percent (2%) of the gross receipts received from April 2, 1977, to December 31, 1977; and thereafter payment shall be made annually on April 15, as herein provided.

SECTION 8 - PAYMENT OF CASH CONSIDERATION TO BE IN LIEU OF ANY OTHER PAYMENTS EXCEPT USUAL GENERAL OR SPECIAL AD VALOREM TAXES

The City agrees that the consideration set forth in the preceding section hereof shall be paid and received in lieu of any tax, license, charge, fee, street or alley rental or other character of charge for use and occupancy of the streets, alleys, and public places of the City; in lieu of any pole tax or inspection fee tax; in lieu of any easement or franchise tax, whether levied as an ad valorem, special, or other character of tax; and in lieu of any imposition other than the usual general or special ad valorem taxes now or hereafter levied. Should the City not have the legal power to agree that the payment of the foregoing cash consideration shall be in lieu of the taxes, licenses, charges, fees, rentals, and easement or franchise taxes aforesaid, then the City agrees that it will apply so much of said payment as may be necessary to the satisfaction of the Telephone Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, and easement or franchise taxes.

SECTION 9 - FACILITIES TO BE FURNISHED CITY AS ADDITIONAL CONSIDERATION

In addition to the consideration set forth in Section 7, the Telephone Company shall hold itself ready to furnish, subject to the use of the City, such wire space as may be required from time to time by the City upon the poles now owned or hereafter erected by the Telephone Company in the City for the use of the City's police and fire alarm system: provided that the required wire space shall not exceed the wire capacity of one cross arm on any one pole. The location on the poles of this fire and police wire space shall be determined on specific applications for space, at the time the applications are received from the City, and will be allotted in accordance with the considerations for electrical construction of the United States Department of Commerce, Bureau of Standards. In its wire construction on the Telephone Company's poles, the City will follow the suggestions and requirements laid down for wire construction in the Rules and Regulations of the Bureau of Standards of the United States Department of Commerce. Where conduits are laid or are constructed by the Telephone Company, said Company shall hold itself ready to furnish sufficient duct space not to exceed capacity of one duct for use by the City in carrying its police and fire alarm wires. All such wires, whether on poles or in conduits, shall be constructed, maintained and operated in such manner as not to interfere with nor create undue hazard in the operation of the telephone system of the Telephone Company.

It is further agreed that the Telephone Company shall not be responsible to any party or parties whatsoever for any claims, demands, losses, suits, judgments for damages or injuries to persons or property by reason of the construction, maintenance, inspection or use of the police and fire alarm wires belonging to the City, and the City shall insure, indemnify and hold the Telephone Company harmless against all such claims, losses, demands, suits and judgments.

SECTION 10 - ATTACHMENTS ON POLES AND SPACE IN DUCTS NOT HERE AFFECTED

Nothing in this ordinance contained shall be construed to require or permit any electric light or power wire attachments by the City or for the City, nor to require or permit any electric light or power wires to be placed in any duct used by the City in the Telephone Company's conduits. If light or power attachments are desired by the City or for the City, or if the City desires to place electric light or power wires in any duct used by the City, then a further separate noncontingent agreement shall be prerequisite to such attachments or such use of any duct used by the City. Nothing herein contained shall obligate or restrict the Telephone Company in exercising its right voluntarily to enter into pole attachment, pole usage, joint ownership, and other wire space and facilities agreements with light and power companies and with other wire using companies which may be privileged to operate within the City.

SECTION 11 - PERIOD OF TIME OF THIS ORDINANCE - TERMINATION

This agreement shall be in full force and effect for the period beginning with the effective date hereof and ending twenty (20) years after December 1, 1977, provided that at the end of the expiration of the initial period, such term shall be automatically renewed forthwith for successive periods of twenty (20) years, conditioned, however, that if during the last four months of the initial period or of any successive twenty (20) year period, not less than ninety days' prior written notice shall be given either to the Telephone Company by the City or to the City by the Telephone Company, setting forth the desire of the giver of such notice to terminate this agreement, then in such case this agreement shall terminate at the expiration of the then current period.

SECTION 12 - NO EXCLUSIVE PRIVILEGES CONFERRED BY THIS ORDINANCE

Nothing herein contained shall be construed as giving to the Telephone Company any exclusive privilege.

SECTION 13 - SUCCESSORS AND ASSIGNS

The rights, powers, limitations, duties, and restrictions herein provided for shall insure to and be binding upon the parties hereto and upon their respective successors and assigns.

SECTION 14 - PARTIAL INVALIDITY AND REPEAL PROVISIONS

If any section, sentence, clause, or phrase of this ordinance is for any reason held to be illegal, ultra vires or unconstitutional, such invalidity shall not affect the validity of the remaining portions of this ordinance. All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed.

SECTION 15 - ACCEPTANCE OF AGREEMENT

The Telephone Company shall have sixty (60) days from and after the passage and approval of this ordinance to file its written acceptance thereof with the City Secretary, and upon such acceptance being filed, this ordinance shall take effect and be in force from and after the date of its passage and approval by the Mayor and shall effectuate and make binding the agreement provided by the terms hereof.

Passed and approved this 5th day of December, A.D., 1977.

James W. Roberts
Mayor

ATTEST:

Carole E. Bentley
City Secretary

I, Carole E. Bentley, City Secretary of the Town of Fulshear, Texas do hereby certify that the foregoing is a true and correct copy of Ordinance _____, passed and approved by the Board of Aldermen of Fulshear, Texas, at a regular meeting held on the 5th day of December, 1977.

In witness whereof, I hereto set my hand and affix the official seal of the Town of Fulshear, Texas, this 5th day of December, 1977, A.D.,

Carole E. Bentley
City Secretary

AN ORDINANCE WHEREBY THE TOWN OF FULSHEAR, TEXAS, AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AGREE THAT THE TELEPHONE COMPANY SHALL CONTINUE TO ERECT AND MAINTAIN ITS POLES, WIRES, ANCHORS, CABLES, MANHOLES, CONDUITS, AND OTHER PLANT CONSTRUCTION AND APPURTENANCES ALONG, ACROSS, ON, OVER, THROUGH, ABOVE AND UNDER ALL PUBLIC STREETS, AVENUES, ALLEYS, PUBLIC GROUNDS AND PLACES IN SAID CITY, UNDER REGULATIONS AND RESTRICTIONS AND THAT THE CITY SHALL RECEIVE AN ANNUAL PAYMENT AND THE RIGHT TO USE CERTAIN FACILITIES OF THE TELEPHONE COMPANY, ALL AS HEREIN PROVIDED:

WHEREAS, the Southwestern Bell Telephone Company, hereinafter referred to as the "Telephone Company," is now and has been engaged in the telephone business in the State of Texas and in furtherance thereof, has erected and maintained certain items of its plant construction in the Town of Fulshear, Texas, hereinafter referred to as the "City," for many years pursuant to such rights as have been granted it by and under the laws of the State of Texas, and subject to the exercise of such reasonable rights of regulation under the police power as have been also lawfully granted by and under said laws to said City; and

WHEREAS, it is to the mutual advantage of both the City and the Telephone Company that an agreement should be entered into between the Telephone Company and the City establishing the conditions under which the Telephone Company shall operate in the City.

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SECTION 2 - SUPERVISION BY CITY OF LOCATION OF POLES AND CONDUIT

All poles to be placed shall be of sound material and reasonably straight, and shall be so set that they will not interfere with the flow of water in any gutter or drain, and so that the same will interfere as little as practicable with the ordinary travel on the street or sidewalk. The location and route of all poles, stubs, guys, anchors, conduits and cables to be placed and constructed by the Telephone Company in the construction and maintenance of its telephone system in the City, and the location of all conduits to be laid by the Telephone Company within the limits of the City under this ordinance, shall be subject to the reasonable and proper regulation, control, and direction of the Board of Aldermen or of any City official to whom such duties have been or may be delegated.

SECTION 3 - STREETS TO BE RESTORED TO GOOD CONDITION

The surface of any street, alley, highway, or public place disturbed by the Telephone Company in building, constructing, renewing or maintaining its telephone plant and system shall be restored within a reasonable time after the completion of the work to as good a condition as before the commencement of work and maintained to the satisfaction of the Board of Aldermen, or of any City official to whom such duties have been or may be delegated, for one year from the date the surface of said street, alley, highway, or public place is broken for such construction or maintenance work, after which time responsibility for the maintenance shall become the duty of the City. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.

SECTION 4 - OPERATION AND MAINTENANCE OF TELEPHONE PLANT

The Telephone Company shall maintain its system in reasonable operating condition at all normal times during the continuance of this agreement. An exception to this condition is automatically in effect when service furnished by the Telephone Company is interrupted, impaired, or prevented by fires, strikes, riots, or other occurrences beyond the control of the Telephone Company, or by storms, floods, or other casualties, in any of which events the Telephone Company shall do all things, reasonably within its power to do, to restore normal service.

SECTION 5 - TEMPORARY REMOVAL OF WIRES

The Telephone Company on the request of any person shall remove or raise or lower its wires temporarily to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the benefited party or parties, and the Telephone Company may require such payments in advance. The Telephone Company shall be given not less than forty-eight hours advance notice to arrange for such temporary wire changes.

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The right, license, privilege and permission is hereby granted to the Telephone Company, its successors and assigns, to trim trees upon and overhanging the streets, alleys, sidewalks, and public places of the City, so as to prevent the branches of such trees from coming in contact with the wires or cables of the Telephone Company, and when so ordered by the City, said trimming shall be done under the supervision and direction of the Board of Aldermen or of any City official to whom said duties have been or may be delegated.

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To indemnify the City for any and all possible damages to its streets, alleys and public grounds which may result from the placing and maintenance therein or thereon of the Telephone Company's poles, conduits, or other telephone equipment or apparatus, and to compensate the City for its superintendence of this agreement, and as the cash consideration for the same, the Telephone Company agrees to pay to the City annually during the continuance of the agreement a sum of money equal to two percent (2%) of the annual gross receipts for the preceding year received by the Company from the rendition of local exchange telephone transmission service within the corporate limits of the City. The total sum of money paid hereunder shall not in any event exceed the amount allowed by the Public Utility Commission of Texas as a reasonable and necessary expense of operation for rate making purposes. The first payment hereunder shall be made April 15, 1978, and shall equal in amount two percent (2%) of the gross receipts received from April 2, 1977, to December 31, 1977; and thereafter payment shall be made annually on April 15, as herein provided.

SECTION 8 - PAYMENT OF CASH CONSIDERATION TO BE IN LIEU OF ANY OTHER PAYMENTS EXCEPT USUAL GENERAL OR SPECIAL AD VALOREM TAXES

The City agrees that the consideration set forth in the preceding section hereof shall be paid and received in lieu of any tax, license, charge, fee, street or alley rental or other character of charge for use and occupancy of the streets, alleys, and public places of the City; in lieu of any pole tax or inspection fee tax; in lieu of any easement or franchise tax, whether levied as an ad valorem, special, or other character of tax; and in lieu of any imposition other than the usual general or special ad valorem taxes now or hereafter levied. Should the City not have the legal power to agree that the payment of the foregoing cash consideration shall be in lieu of the taxes, licenses, charges, fees, rentals, and easement or franchise taxes aforesaid, then the City agrees that it will apply so much of said payment as may be necessary to the satisfaction of the Telephone Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, and easement or franchise taxes.

SECTION 9 - FACILITIES TO BE FURNISHED CITY AS ADDITIONAL CONSIDERATION

In addition to the consideration set forth in Section 7, the Telephone Company shall hold itself ready to furnish, subject to the use of the City, such wire space as may be required from time to time by the City upon the poles now owned or hereafter erected by the Telephone Company in the City for the use of the City's police and fire alarm system: provided that the required wire space shall not exceed the wire capacity of one cross arm on any one pole. The location on the poles of this fire and police wire space shall be determined on specific applications for space, at the time the applications are received from the City, and will be allotted in accordance with the considerations for electrical construction of the United States Department of Commerce, Bureau of Standards. In its wire construction on the Telephone Company's poles, the City will follow the suggestions and requirements laid down for wire construction in the Rules and Regulations of the Bureau of Standards of the United States Department of Commerce. Where conduits are laid or are constructed by the Telephone Company, said Company shall hold itself ready to furnish sufficient duct space not to exceed capacity of one duct for use by the City in carrying its police and fire alarm wires. All such wires, whether on poles or in conduits, shall be constructed, maintained and operated in such manner as not to interfere with nor create undue hazard in the operation of the telephone system of the Telephone Company.

It is further agreed that the Telephone Company shall not be responsible to any party or parties whatsoever for any claims, demands, losses, suits, judgments for damages or injuries to persons or property by reason of the construction, maintenance, inspection or use of the police and fire alarm wires belonging to the City, and the City shall insure, indemnify and hold the Telephone Company harmless against all such claims, losses, demands, suits and judgments.

SECTION 10 - ATTACHMENTS ON POLES AND SPACE IN DUCTS NOT HERE AFFECTED

Nothing in this ordinance contained shall be construed to require or permit any electric light or power wire attachments by the City or for the City, nor to require or permit any electric light or power wires to be placed in any duct used by the City in the Telephone Company's conduits. If light or power attachments are desired by the City or for the City, or if the City desires to place electric light or power wires in any duct used by the City, then a further separate noncontingent agreement shall be prerequisite to such attachments or such use of any duct used by the City. Nothing herein contained shall obligate or restrict the Telephone Company in exercising its right voluntarily to enter into pole attachment, pole usage, joint ownership, and other wire space and facilities agreements with light and power companies and with other wire using companies which may be privileged to operate within the City.

SECTION 11 - PERIOD OF TIME OF THIS ORDINANCE - TERMINATION

This agreement shall be in full force and effect for the period beginning with the effective date hereof and ending twenty (20) years after December 1, 1977, provided that at the end of the expiration of the initial period, such term shall be automatically renewed forthwith for successive periods of twenty (20) years, conditioned, however, that if during the last four months of the initial period or of any successive twenty (20) year period, not less than ninety days' prior written notice shall be given either to the Telephone Company by the City or to the City by the Telephone Company, setting forth the desire of the giver of such notice to terminate this agreement, then in such case this agreement shall terminate at the expiration of the then current period.

SECTION 12 - NO EXCLUSIVE PRIVILEGES CONFERRED BY THIS ORDINANCE

Nothing herein contained shall be construed as giving to the Telephone Company any exclusive privilege.

SECTION 13 - SUCCESSORS AND ASSIGNS

The rights, powers, limitations, duties, and restrictions herein provided for shall insure to and be binding upon the parties hereto and upon their respective successors and assigns.

SECTION 14 - PARTIAL INVALIDITY AND REPEAL PROVISIONS

If any section, sentence, clause, or phrase of this ordinance is for any reason held to be illegal, ultra vires or unconstitutional, such invalidity shall not affect the validity of the remaining portions of this ordinance. All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed.

SECTION 15 - ACCEPTANCE OF AGREEMENT

The Telephone Company shall have sixty (60) days from and after the passage and approval of this ordinance to file its written acceptance thereof with the City Secretary, and upon such acceptance being filed, this ordinance shall take effect and be in force from and after the date of its passage and approval by the Mayor and shall effectuate and make binding the agreement provided by the terms hereof.

Passed and approved this 5th day of December, A.D., 1977.

James H. Roberts
Mayor

ATTEST:

Carole E. Bentley
City Secretary

I, Carole E. Bentley, City Secretary of the Town of Fulshear, Texas do hereby certify that the foregoing is a true and correct copy of Ordinance _____, passed and approved by the Board of Aldermen of Fulshear, Texas, at a regular meeting held on the 5th day of December, 1977.

In witness whereof, I hereto set my hand and affix the official seal of the Town of Fulshear, Texas, this 5th day of December, 1977, A.D.

Carole E. Bentley
City Secretary

502

AN ORDINANCE FIXING STAGGERED TERMS OF OFFICE
FOR MAYOR AND BOARD OF ALDERMAN
AND DECLARING THE EFFECTIVE DATE

STATE OF TEXAS X
COUNTY OF FORT BEND X

WHEREAS, the Mayor and Board of Aldermen have determined that it is desirable to have staggered terms of office for the Town Officers and Article 1143, V.A.C.S., as amended, authorizes the same; therefore

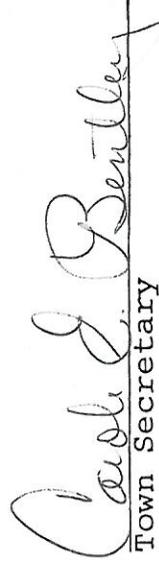
BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF FULSHEAR, TEXAS:

1. That in lieu of one year terms of office, the Mayor, Aldermen, the Mayor and two (2) Aldermen determined by lot at the first meeting of the City Council following the annual election of officers on April 1, 1978, shall serve for a two (2) year term. The remaining Aldermen shall hold office for an initial term of one (1) year. Thereafter, all Aldermen shall hold office for a term of two (2) years and until their successors have qualified.

2. That a true and correct copy of this Ordinance shall be published by posting the same for at least ten (10) days in three (3) public places in the Town of Fulshear, Texas.

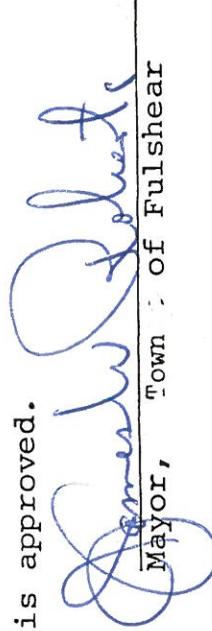
PASSED AND APPROVED this 5 day of December, 1971.

ATTEST:


Carol J. Bentley
Town Secretary
Town of Fulshear

(SEAL)

The above Ordinance is approved.


James W. Roberts
Mayor, Town of Fulshear

(SEAL)

AN ORDINANCE FIXING STAGGERED TERMS OF OFFICE
FOR MAYOR AND BOARD OF ALDERMAN
AND DECLARING THE EFFECTIVE DATE

STATE OF TEXAS X
COUNTY OF FORT BEND X

WHEREAS, the Mayor and Board of Aldermen have determined that it is desirable to have staggered terms of office for the Town Officers and Article 1143, V.A.C.S., as amended, authorizes the same; therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF FULSHEAR, TEXAS:

1. That in lieu of one year terms of office, the Mayor, Aldermen, the Mayor and two (2) Aldermen determined by lot at the first meeting of the City Council following the annual election of officers on April 1, 1978, shall serve for a two (2) year term. The remaining Aldermen shall hold office for an initial term of one (1) year. Thereafter, all Aldermen shall hold office for a term of two (2) years and until their successors have qualified.

2. That a true and correct copy of this Ordinance shall be published by posting the same for at least ten (10) days in three (3) public places in the Town of Fulshear, Texas.

PASSED AND APPROVED this 5 day of December, 1977.

ATTEST:

James W. Roberts
Mayor, Town of Fulshear

Carol E. Bentley
Town Secretary
Town of Fulshear

(SEAL)

The above Ordinance is approved.

James W. Roberts
Mayor, Town of Fulshear

(SEAL)

101-11

SPEED ZONE ORDINANCE

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF ARTICLE 6701D, VERNON'S TEXAS CIVIL STATUTES, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF FULSHEAR AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, Article 6701D, Vernon's Texas Civil Statutes, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway, now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Article 6701D, Vernon's Texas Civil Statutes, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

- (a) Along FM 359 from Fulshear North City limit to a point 3,062 feet south of Fulshear north city limit, a distance of approximately 0.580 mile, 55 MPH.
- (b) Along FM 359 from a point 3,062 feet south of Fulshear north city limit to a point 300 feet north of Fifth Street, a distance of approximately 0.240 mile, 50 MPH.
- (c) Along FM 359 from a point 300 feet north of Fifth Street to the intersection of Third Street, a distance of approximately 0.200 mile, 40 MPH.
- (d) Along FM 359 from the intersection of Third Street to a point 80 feet west of Wilson Street, a distance of approximately 0.250 mile, 35 MPH.
- (e) Along FM 359 from a point 80 feet west of Wilson Street to a point 1,056 feet east of Wilson Street, a distance of approximately 0.200 mile, 50 MPH.

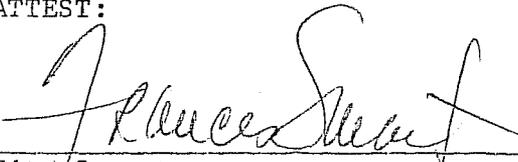
- (f) Along FM 359 from a point 1,056 feet east of Wilson Street to Fulshear east city limit, a distance of approximately 0.502 mile, 55 MPH.
- (g) Along FM 1093 from Fulshear West city limit to a point 2,529 feet east of Fulshear West city limit, a distance of approximately 0.479 mile, 55 MPH.
- (h) Along FM 1093 from a point 2,529 feet east of Fulshear West city limit to a point 803 feet West of FM 359, a distance of approximately 0.200 mile, 50 MPH.
- (i) Along FM 1093 from a point 803 feet west of FM 359 to the intersection of FM 359, a distance of approximately 0.152 mile, 35 MPH.

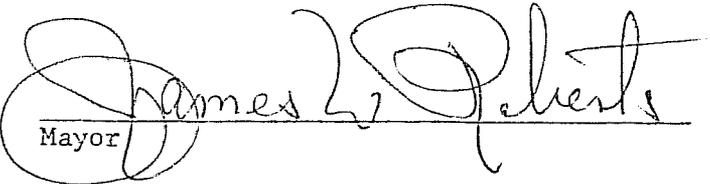
Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

PASSED AND APPROVED THIS 10th DAY OF July 19 78.

ATTEST:

APPROVED:


City Secretary


Mayor

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