



Utility Joint Use Agreement

Roadway _____ Project _____

From _____ To _____

Project Letting Date _____

WHEREAS Williamson County proposes to make certain roadway improvements on that section of the above-indicated roadway; and

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

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

It is agreed that joint usage for both the roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in the Utility within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed roadway improvements or as part of Utility's future proposed changes to its own facilities, Utility agrees to notify the County at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, Utility agrees to notify the County promptly. If such alteration, modification or new construction is in conflict with the current roadway or planned future roadway improvements, or could endanger the traveling public using said roadway, the County shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the roadway facility and the traveling public using said roadway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If Utility's facilities are located along a controlled access roadway, Utility agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the roadway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the roadway right of way from any one or all access points. Where supports, manholes or other appurtenances of the Utility's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the County to the Utility setting forth the conditions for policing and other controls to protect roadway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the Utility shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided the County is notified immediately when such repairs are initiated and adequate provision is made by Utility for the convenience and safety of roadway traffic. Except as expressly provided herein, the Utility's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Initial Date
Williamson County

Initial Date
Utility



If Utility's facilities are located along a non-controlled access roadway, the Utility's rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise the County of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date may, upon advance written notice to the County, be extended by Utility for delays caused by events outside Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the County or any other party with Utility's ability to proceed with the relocation, or any other event in which Utility has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Utility. It is expressly understood that Utility conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that the County makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The Utility and the County, by execution of this Agreement, do not waive or relinquish any right that they may have under the law.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

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

UTILITY:

WILLIAMSON COUNTY:

Utility:

Name of Utility

By:

Authorized Signature

Print or Type Name

Title:

Date:

THE COUNTY OF WILLIAMSON

Executed and approved for the County of Williamson Texas for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Williamson County.

By: _____
County Judge

Date: _____

Initial Date
Williamson County

Initial Date
Utility