

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 119- Oncor

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 119;
From Limmer Loop to Chandler Rd.

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Oncor Electric Delivery Company LLC, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 7th day of December, 2015, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

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

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

Owner: Oncor Electric Delivery
Utility Name

Williamson County

By Leslie Davis
Authorized Signature

By _____
Authorized Signature

Title: Project Manager

Title: Williamson County Judge

Date: 12-07-15

Date: _____

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

Owner: Oncor Electric Delivery
Utility Name

By [Signature]
Authorized Signature

Title: Project Manager

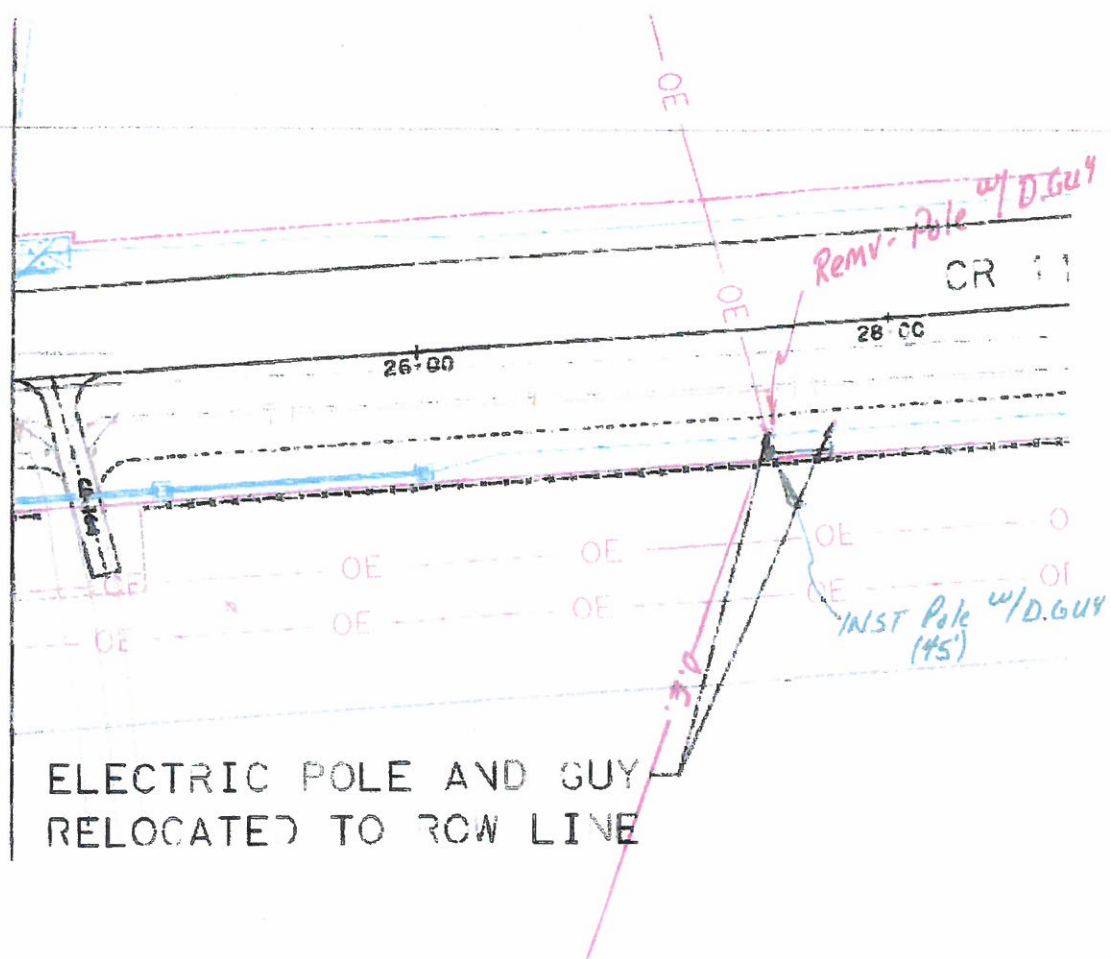
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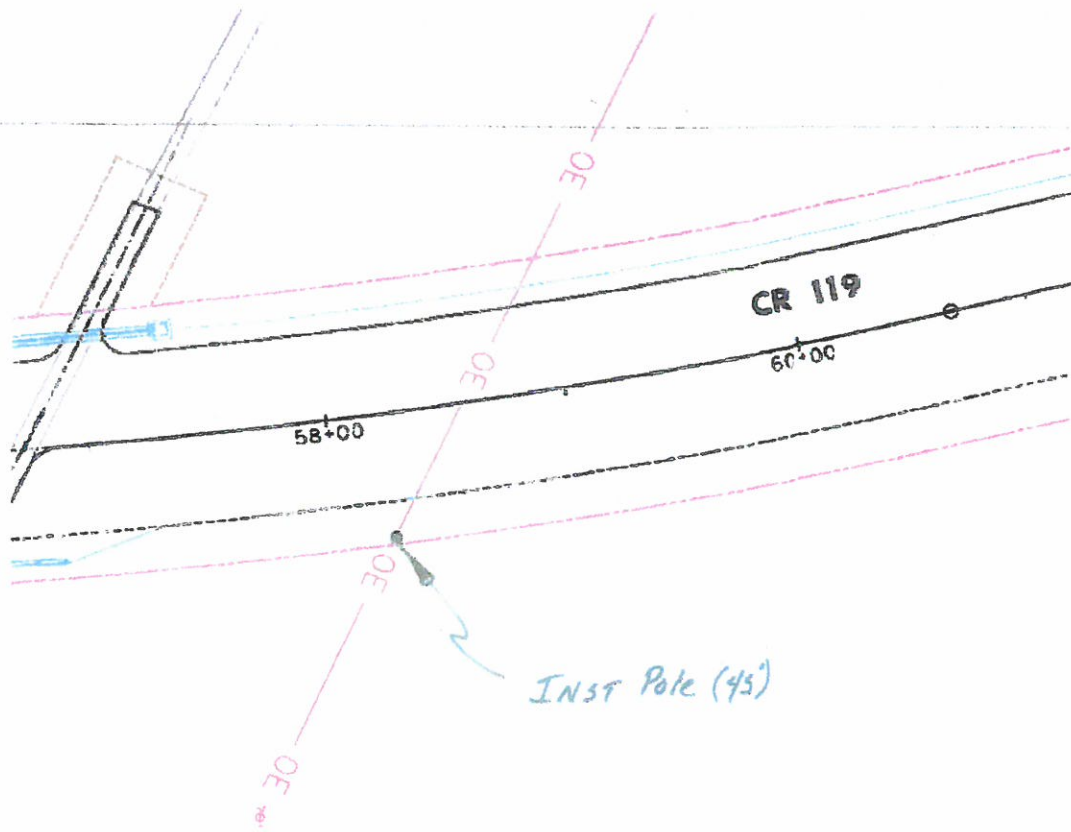
Williamson County

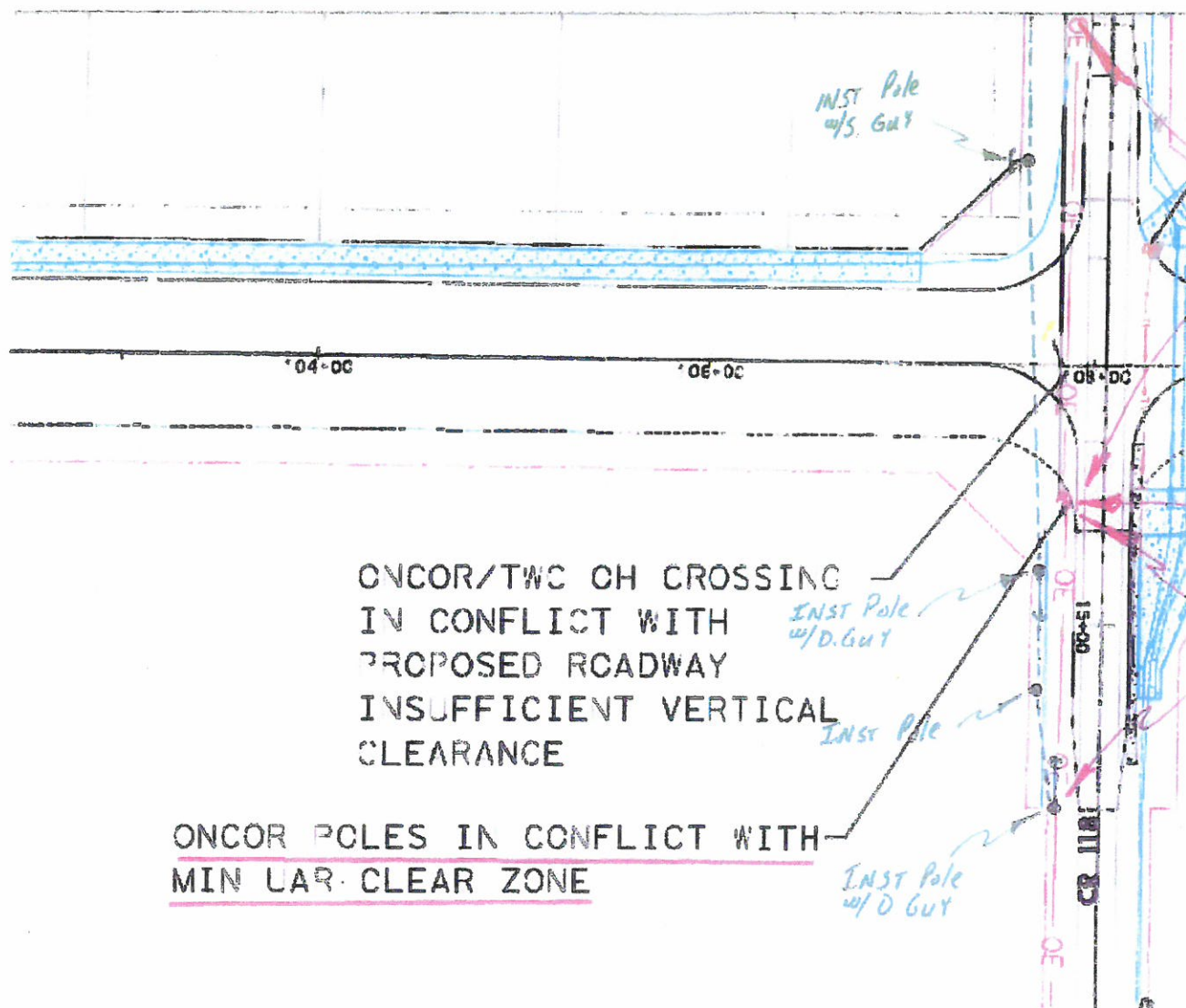
By [Signature]
Authorized Signature

Title: Williamson County Judge

Date: 01-7-2014







Melissa Horn

From: Melissa Horn
Sent: Monday, December 07, 2015 10:03 AM
To: 'Davis, Les'
Cc: Michael Andrews; Nathan Johnson
Subject: RE: CR 119 - Oncor

I will follow up with Williamson County to see what their schedule is to stake the ROW and let them know your schedule.

thanks

****Please note our new Suite Number and Fax Number.****

Melissa Horn
Sr. Utility Specialist - Utility Coordination Team Lead
mhorn@cobb fendley.com

Cobb, Fendley & Associates, Inc.
TBPE Firm Registration No.274 | TBPLS Firm Registration No. 100467
****505 East Huntland Drive, Suite 100 | Austin, Texas 78752**
Phone: 512.834.9798 | **Fax: 512.832.7727** | www.cobb fendley.com

From: Davis, Les [<mailto:Leslie.Davis@oncor.com>]
Sent: Monday, December 07, 2015 10:01 AM
To: Melissa Horn
Cc: Michael Andrews; Nathan Johnson
Subject: RE: CR 119 - Oncor

Melissa,

No reimbursement from Oncor.

Also, I have my pole staking crew scheduled Wednesday 16th. So if the proposed R.O.W. could be staked by then, I would appreciate it.

*Thanks,
Les Davis
Major Design Proj. Mgr.
Oncor Electric Delivery - Waco
254-750-5244*

From: Melissa Horn [<mailto:MHorn@cobb fendley.com>]
Sent: Monday, December 07, 2015 9:57 AM
To: Davis, Les
Cc: Michael Andrews; Nathan Johnson
Subject: RE: CR 119 - Oncor

Les:

I will send the Possession and Use Agreement once I get it, but I might be sometime after the December 8. The Judge will have to sign it. After the Court agenda gets posted online, I will send you that for your records.

Also, so of your facilities are reimbursable, are you going to send me a utility agreement for this project?

thanks

****Please note our new Suite Number and Fax Number.****

Melissa Horn

Sr. Utility Specialist - Utility Coordination Team Lead

mhorn@cobb fendley.com

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From: Davis, Les [<mailto:Leslie.Davis@oncor.com>]

Sent: Monday, December 07, 2015 9:38 AM

To: Melissa Horn

Cc: Michael Andrews; Nathan Johnson

Subject: RE: CR 119 - Oncor

Melissa,

In regards, please find attached signed U-80A and plans for CR 119 Extension. Project is scheduled to start week of January 11, 2016. I will notify TWC with my plans.

in regards to the Possession and Use, please forward me the document.

Thanks,

Les Davis

Major Design Proj. Mgr.

Oncor Electric Delivery - Waco

254-750-5244

From: Melissa Horn [<mailto:MHorn@cobb fendley.com>]

Sent: Sunday, December 06, 2015 6:30 PM

To: Davis, Les

Cc: Michael Andrews; Nathan Johnson

Subject: CR 119 - Oncor

Good evening Les:

I just wanted to let you know that Williamson County has come to an agreement with the land owner on Parcel 6. I should have an approved Possession and Use agreement

on Tuesday., I have asked Williamson County when they think they will stake the ROW on this project. Once I heard something I will let you know, please get a crew ready to start this relocation.

If you have any questions, please let me know.

Thank you for your time

****Please note our new Suite Number and Fax Number.****

Melissa Horn

Sr. Utility Specialist - Utility Coordination Team Lead

mhorn@cobb fendley.com

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