

## Utility Joint Use Agreement 80A

Agreement No: WC-JUA-UTILITY-IH-35/CR 305 – Oncor Electric Delivery LLC

THE STATE OF TEXAS}  
COUNTY OF WILLIAMSON}

County: Williamson  
Road Location: CR 305  
From: Approx 0.1 Miles North of Existing CR 305  
To: Approx 0.2 Miles South of Existing CR 305

**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 20<sup>th</sup> day of OCTOBER, 2016, 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 LLC

Utility Name

By:   
Glenn Fabian

Title: Manager Major Design Distribution

Date: 10-20-16

Williamson County

County

By: \_\_\_\_\_  
Authorized Signature


Title: Williamson County Judge

Date: \_\_\_\_\_

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

Owner: Oncor Electric Delivery LLC

Utility Name

By:   
Glenn Fabian

Title: Manager Major Design Distribution

Date: 10-20-16

Williamson County

County

By:   
Authorized Signature

Title: Williamson County Judge

Date: 11-07-2018

**Attachment I**

**Inclusion in Highway Construction Contract**

**“Not Applicable”**

## LETTER OF TRANSMITTAL

Received

OCT 25 2016

HNTB Corporation  
Round Rock

To: HNTB  
101 East Old Settlers Blvd. Suite100  
Round Rock, Texas 78664

Date: October 25, 2016

CobbFendley Job: \_\_\_\_\_

Re: CR 305 at IH 35

Oncor's Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: Hand delivered

☐ Prints

☒ Originals

☐ Other \_\_\_\_\_

QUANTITY	DESCRIPTION
5	Oncor's Utility Agreement Package

## PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ For Your Use

☐ As Requested

☐ For Review & Comment

Mr. Church:

We have reviewed and recommend execution of Oncor's Utility Agreement Package in the amount of \$29,255.96.

If you have any questions, please let me know.

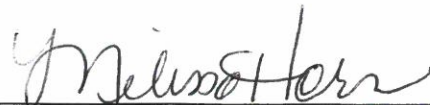
Thank you,

Copy To File

Received By: \_\_\_\_\_

Date & Time: \_\_\_\_\_

SIGNED



Melissa Horn, Principal