

## Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 110 South- CenturyLink

THE STATE OF TEXAS}  
COUNTY OF WILLIAMSON}

County: Williamson  
Road Location: CR 110 South:  
From U.S. 79 to North of Limmer Loop

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

**WHEREAS**, CenturyLink, 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 37<sup>th</sup> day of Sept, 2017, 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: CenturyLink

Utility Name

By 

Authorized Signature

Title: Const/Sec mgr.

Date: 9/27/17

Williamson County

By 

Authorized Signature

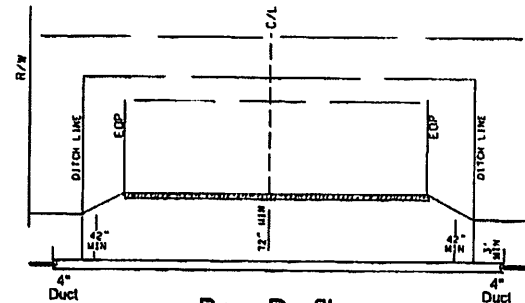
Title: Williamson County Judge

Date: 10-24-17

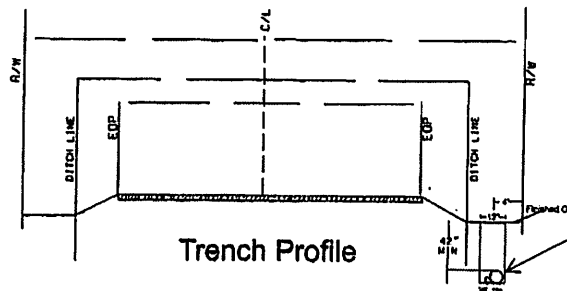
<b>Job Location: CR110 South</b>		<b>Narrative/Special Remarks</b> <div style="display: flex; align-items: center;"> <div> <b>Location Map</b>   CR110 South Project  N.071287  Hutto, Tx </div> </div>	
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>Construction Notes and Information</b>   <b>RIGHT OF WAY CORRIDOR:</b>  All work must be done within the confines of Right of Way corridor, any deviation of more than six(6") inches from designed plow/placement line must be cleared w engineer and permit authority.   The Contractor is responsible for keeping roadways f of mud, rocks, and other debris. All improved drivewa must be bored. Traffic control, erosion control and ve area protection must conform to DOT standards. It is contractors responsibility to be well versed in DOT accommodation policy. An approved copy of permits must be on site at all times.   <b>SAFETY:</b>  All roads and streets must be kept open to traffic and contractor must provide adequate flag men, signs, signals, to provide complete safety to the public.   For aerial construction: All clearances on poles or ov roads shall comply with NEC specifications.   <b>UTILITIES:</b>  Unless otherwise noted, all new facilities shall be placed within 6" of the right of way and buried at a minimum depth of 42" along HWY right of way and 6 minimum on all highway road crossings.   Contractor is responsible for locating and protecting existing utilities. </div>	<b>Held Order Information</b>		
	Service Order #:  Customer Name: Williamson County	Customer Address:  Customer Terminal:	
<b>Associated Projects</b> List all associated projects:  Site Location ID # (BVAPP):		<b>Misc. Information</b> Right of Way required    No State Permits required    No County Permits required    Yes City Permits required    No  Additional Permit Information:  Trench Open Date: Cut Sheets                      No	
<b>Project Description:</b> TXHUTTRDMN Rdmv CR110 South		<b>Engineering Contact</b> Name: Paul Michalski Phone Number: 254-590-0352	<b>CenturyLink®</b>
<b>Project #:</b> N.071287	<b>WC CLLI:</b> HUTTTXXA	<b>Contract Engineer</b> Name: Company:	
<b>Community Name:</b> Hutto		<b>Construction Coordinator</b> Name: 254-547-5548 Phone Number: Michelle Macdonald	<b>CONFIDENTIAL - Disclose and Distribute Solely to CTL Employees Having a Need to Know.</b>
<b>Exchange Key:</b>	<b>Remote Switch Exchange Key:</b>	<b>Revision number:</b>	<b>Sheet 1      of 7</b>

# Legend

	Proposed Aerial Cable
	Proposed Buried Cable
	Buried Cable to be Replaced
	Existing Buried Cable
	Proposed Pole/Structure
	Pole/Structure to be Replaced
	Existing Pole/Structure
	Proposed Hand Hole
	Hand Hole to be Replaced
	Existing Hand Hole
	Proposed Conduit/Box
	Proposed Duct/Box
	Other Power Pole
	Telephone Terminal



Bore Profile

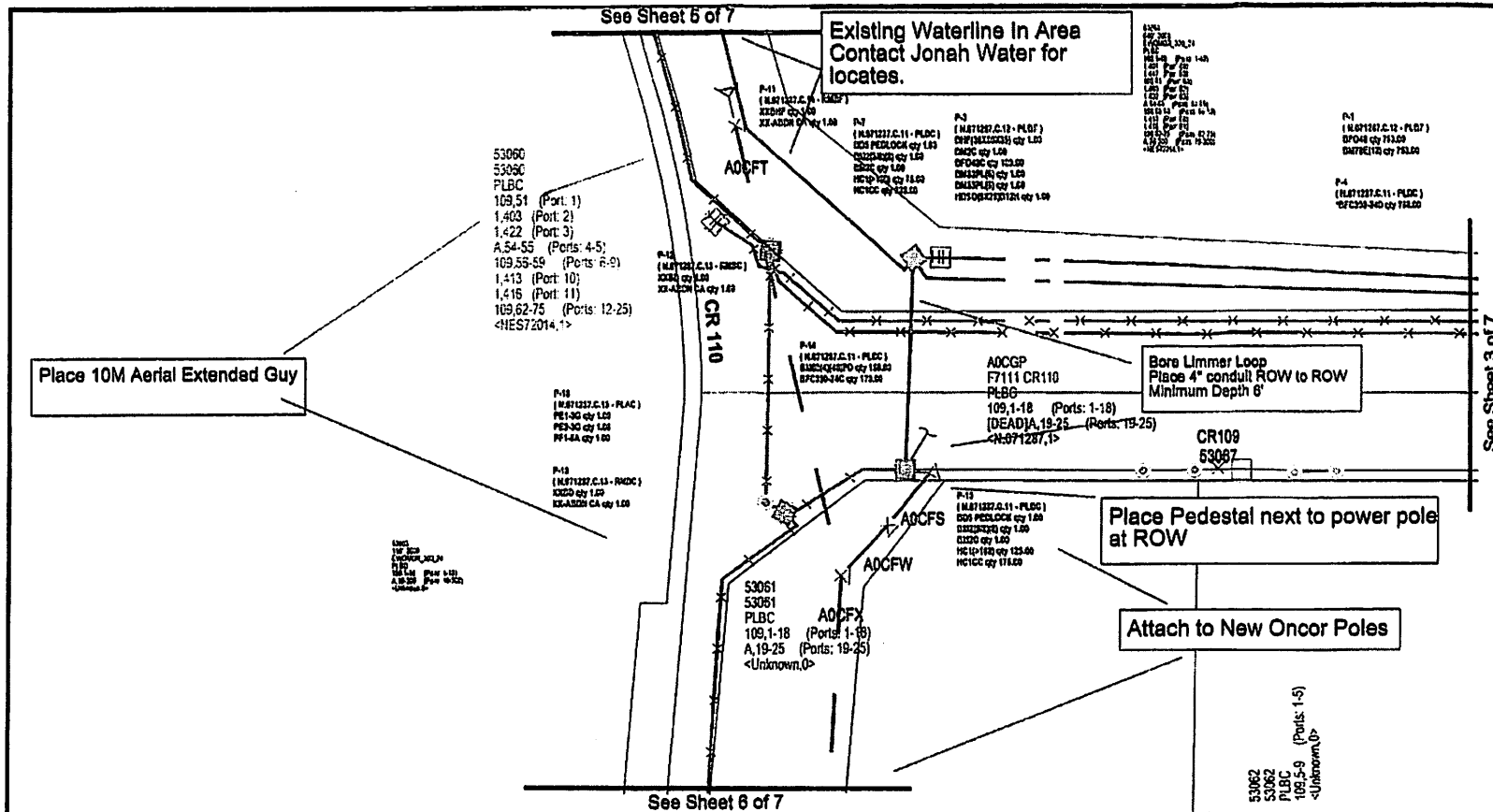



Trench Profile

Place bottom of conduit  
42" beneath finished  
grade.

Project Description: TXHUTTRDMN Rdmv CR110 South		Engineering Contact	Name: Paul Micholts Phone Number: 254-690-0353	CenturyLink
Project #: N.071287	WC CLL: HUTTXXA	Control Engineer	Name: Company:	
Community Name: Hutto		Construction Coordinator	Name: 254-547-6245 Phone Number: Michelle Macondald	CONFIDENTIAL - Disclose and Distribute Sonly to CTL Employees Having a Need to Know.
Exchange Key:	Remote Switch Exchange Key:	Revision number:		Sheet 2 of 7





Project Description: TXHUTTRDMN Rdmv CR110 South		Engineering Contact	Name: Paul Michaels Phone Number: 254-980-9382	 CenturyLink®	
Project #: N.071287	WC CLLI: HUTTXXA	Contract Engineer	Name: Company:		
Community Name: Hutto		Construction Coordinator	Name: 254-947-9845 Phone Number: Michelle Macdonald		
Exchange Key:	Remote Switch Exchange Key:		Revision number:	Sheet 4	of 7

**See bottom right**

**See bottom right**

**See bottom right**



See Sheet 4 of 7

## Legend

Blue - Existing  
Green - Removal/Abandon in Place  
Red - proposed cables.

**See Top Left**

[illegible]

NAME:	CONTRACT ENGINEER	CONSTRUCTION COORDINATOR
COMPANY:		NAME: MICHELLE MACDONALD PHONE NUMBER: 254-238-9264

EXCHANGE KEY	REMOTE SWITCH EXCHANGE KEY	COMMUNITY NAME	ENGINEERING CONTACT
HUTTO		NAME: Paul Michalik CITY:	NAME: Paul Michalik PHONE NUMBER: 254-890-8352

EXCEPT AS UNLESS OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CH2M HILL. NO PARTS HEREOF SHALL BE REPRODUCED OR COPIED, IN WHOLE OR IN PART, FOR ANY PURPOSE WITHOUT EXPRESS WRITTEN PERMISSION.

PROJECT#: TX MUTT RDMAIN Rdmry CR110 South

REVISION: 1

DATE: 3/22/2017

SCALE: NTS

SHEET: 5 OF 7







Ms. Wendy Coco  
Williamson County Judge's Office  
County Courthouse  
710 Main Street, Ste. 101  
Georgetown, TX 78626



## 10/3/2017 AGENDA ITEMS

Dear Ms. Coco,

The following item has been placed on the Court Agenda. Four (4) originals of the following are attached.

- CR 110 South Utility Joint Use Agreement – CenturyLink

Once approved by the Court, please have the Judge sign in the indicated areas. The signed originals will need to be returned to HNTB for further processing. Once signed, please place in HNTB's folder and we will arrange for pick-up.

Thank you.

Best regards,

A handwritten signature in black ink that reads "Eddie Church".

Eddie R. Church, P.E.  
Project Manager

## LETTER OF TRANSMITTAL

To: HNTB  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78644

Date: September 27, 2017  
 CobbFendley Job: 1703-011-01-43A  
 Re: CR 110 South  
CenturyLink's UJUA

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: Couriers

☐ Prints ☒ Originals ☐ Other \_\_\_\_\_

QUANTITY	DESCRIPTION
4	CenturyLink's UJUA Packages

**PURPOSE OF TRANSMITTAL:**

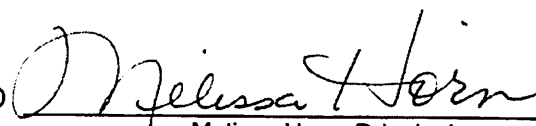
☒ For Approval      ☐ For Your Use  
☐ As Requested      ☐ For Review & Comment

**REMARKS:**

<p>Mr. Church</p> <p>We have reviewed and recommend execution of CenturyLink's UJUA.</p> <p>If you have any questions, please let me know.</p> <p>Thank you,</p>	<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">Received</div> <div style="font-size: 1.2em; margin-bottom: 10px;">SEP 27 2017</div> <div>HNTB Corporation Round Rock</div>
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Copy To File

Received By: \_\_\_\_\_  
 Date & Time: \_\_\_\_\_

SIGNED  \_\_\_\_\_  
 Melissa Horn, Principal