Utility Joint Use Agreement

(Non Controlled Access Highway)

Agreement No. _____

THE STATE OF TEXAS }
}
COUNTY OF _____ }

County Brazos
Federal Project No. _____
CSJ No. 0050-01-065
Account No. 8017-1-47
Highway No. BS 6
Limits From Dominik Dr. to FM 2818

WHERAS, the State of Texas, hereinafter called the **State**, acting by and through the Texas Department of Transportation, proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the City of College Station, hereinafter called **Owner,** proposes to retain, locate or relocate certain of its facilities and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated on the plans attached to Standard Utility Agreement as executed by **Owner** on the _____ _____ day of _____, 20 _____, or on location sketches attached hereto except as provided hereinbelow;

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reasons of ownership of an easement or fee title or otherwise under law has the right to alter, modify or add to facilities presently located within the area above 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 Texas Department of Transportation prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the opinion of the Texas Department of Transportation, such alteration, modification or new construction will injure the highway or endanger the traveling public using said highway, the Texas Department of Transportation shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway; provided further, however, that such regulations 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 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 highway construction shall be in accordance with and to the extent possible under applicable 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 **State**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

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

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

Owner: City of College Station
Utility Name

By: _____
Authorized Signature

Title: MAYOR

Date: _____

EXECUTION RECOMMENDED:

_____
District Engineer, Texas Department of Transportation

THE STATE OF TEXAS

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 Texas Transportation Commission.

By: _____
Director of Right of Way
Texas Department of Transportation

Date: _____

CITY OF COLLEGE STATION

ATTEST:_____
Connie Hooks, City Secretary

Date:_____

APPROVED:

_____
Thomas E. Brymer, City Manager

Date:_____

Carla A Robinson
City Attorney

Date:_____

_____
Charles Cryan, Director of Fiscal Services

Date:_____