

**AGREEMENT TO TERMINATE A REIMBURSABLE
UTILITY RELOCATION AGREEMENT**

PROJECT NUMBER

Utilities _____

Construction _____

This Agreement is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and,

hereinafter referred to as the Utility.

WITNESSETH

WHEREAS, an initial investigation revealed that a portion of the UTILITY'S facilities located along the STATE'S Project No. _____ was in conflict with the proposed construction of the project; _____ County, Alabama; and

WHEREAS, the STATE and UTILITY have heretofore executed an Agreement with the effective date of _____, 20____, whereby the STATE agreed to expend Federal and/or State highway funds in the estimated amount of \$ _____ for the cost of relocation of the UTILITY'S facilities found to be in conflict with construction of said project; and

WHEREAS, subsequent to execution of the above Agreement a determination has been made that changes in the STATE'S project plans will necessitate a change in the UTILITY relocation plans, thereby requiring changes in the actual cost of the UTILITY work.

NOW THEREFORE, the parties agree that the agreement executed by and between the parties on the effective day above set forth is hereby terminated and declared to be null and void and of no further effect. The parties further agree to proceed to the development of a substitute agreement, if needed, applicable to the facts and circumstances of the project and utility relocation need.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

WITNESS: _____

RECOMMENDED FOR APPROVAL:

BY: _____

(Legal Name of Utility)

BY: _____
(Signature and Title)

BY: _____
Philip A. Shamburger
Right of Way Bureau Chief

(Typed Name)

THIS AGREEMENT HAS BEEN LEGALLY
REVIEWED AND APPROVED AS TO FORM
AND CONTENT.

(Typed Title)

(Address)

BY: _____
William F. Patty
Chief Counsel,
Alabama Department of
Transportation

(Telephone)

STATE OF ALABAMA DEPARTMENT OF
TRANSPORTATION ACTING BY AND
THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper
Transportation Director

The within and foregoing Agreement is hereby approved on this _____ day of _____, 20 ____.

Kay Ivey
GOVERNOR
STATE OF ALABAMA