

## **REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 11th day of August, 2018, by and between FiberLight, LLC (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

### **WITNESSETH:**

WHEREAS, Utility is the owner of certain Provide and place new Strand and fiber optic cable onto new ONCOR poles along CR 110 from Hwy 79 to Limmer Loop. Splice new fiber and remove old Fiber (herein called Facilities).

WHEREAS, County desires to construct proposed CR 110 South: From US 79 to North of Limmer Loop. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- FiberLight relocation consist of: Provide and place new Strand and fiber optic cable onto new ONCOR poles along CR 110 from Hwy 79 to Limmer Loop. Splice new fiber and remove old Fiber
- County will reimburse Utility for Engineering Services, Inspection Services, Construction and Internal cost only.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 103 Oncor poles reattached along with apparatuses defined as Work = **\$42,754.75**

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:


1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)



IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

**UTILITY**

Utility: FiberLight, LLC  
*Name of Utility*

By:   
*Authorized Signature*

Kevin B. Coyne  
*Print or Type Name*

Title: Chief Operating Officer

Date: 08/28/18

**WILLIAMSON COUNTY**

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

Dan A. Gattis  
*Print or Type Name*

Title: Williamson County Judge

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



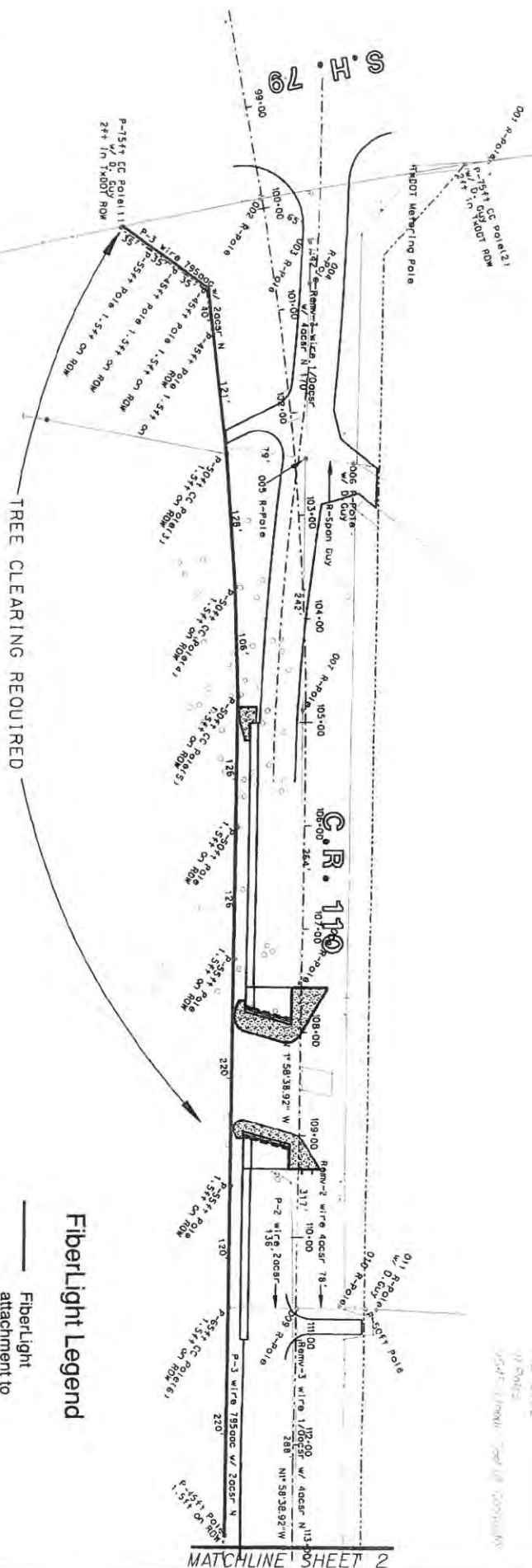
## **Attachment A**

### **Plans, Specifications, and Estimated Costs**

Concrete poles have a 36" diameter foundation.  
 All wood poles are less than 36" diameter.  
 Proposed poles in ROW are within 36" of ROW.  
 All poles removed are wood.

All wood poles are branded with the name "ONCOR".  
 Concrete poles have a brass plate with the name "ONCOR".

At the time of this design, there were no known utilities within 3ft paralleling new ROW.



LEGEND

- Proposed Poles/Downdrags
- Existing Poles/Downdrags to be Removed
- Existing Poles/Downdrags to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place

EXISTING EASEMENTS

- 003,004,005,007,008,009: V: 282, P: 435
- 006: V: 282, P: 436
- 011: V: 425, P: 695

Fiberlight Legend

- Fiberlight attachment to Oncor's poles

04/02/2015 60% from county  
 05/27/2015 90% from county  
 08/10/2015 100% from county  
 02/03/2016 submitted plans to county  
 06/24/2016 county approved plans

Sheet 1 of 8 WR 3285901

ONCOR ELECTRIC DELIVERY  
 ROUND ROCK DISTRICT

WILLIAMSON COUNTY  
 C.R. 110 (SOUTH)  
 ROAD WIDENING

Scale: 1"=100' Date: July 2016

Concrete poles have a 36" diameter foundation.  
 All wood poles are less than 36" diameter.  
 Proposed poles in R.O.W. are within 36" of R.O.W.  
 All poles removed are wood.

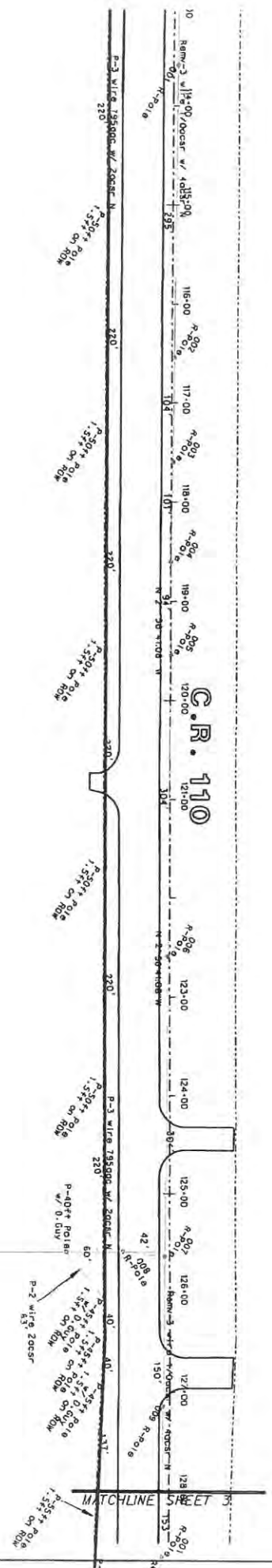
All wood poles are branded with the name "ONCOR".  
 Concrete poles have a brass plate with the name "ONCOR".

All Conductor in ROW is 24.9kv or less & Meets or Exceeds Minimum Requirement of 22' Above All Pavement.

At the time of this design, there were no known utilities within 3ft paralleling new R.O.W.



WILLIAMSON COUNTY  
 ROAD WIDENING  
 C.R. 110 (SOUTH)  
 SCALE: 1"=100'



### FiberLight Legend

— FiberLight  
 attachment to  
 Oncor's poles

### LEGEND

- Proposed Poles/Downdrags
- Existing Poles/Downdrags to be Removed
- Existing Poles/Downdrags to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place

### EXISTING EASEMENTS

- 001.002.003: V: 282, P: 435
- 004.005.006.007.009: V: 282, P: 433
- 008: V: 489, P: 277

04/02/2015 60% from county  
 05/27/2015 90% from county  
 08/10/2015 100% from county  
 02/03/2016 submitted plans to county  
 06/24/2016 county approved plans

Sheet 2 of 8 WR 3285901

ONCOR ELECTRIC DELIVERY  
 ROUND ROCK DISTRICT

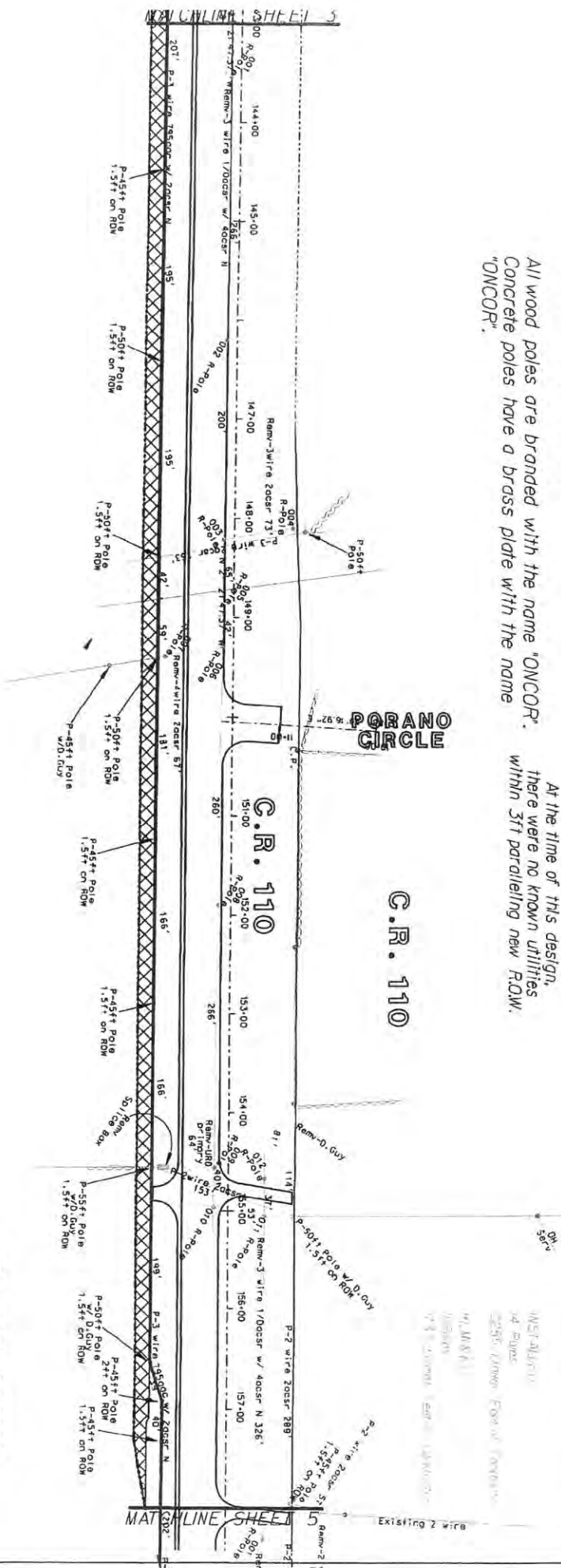
WILLIAMSON COUNTY  
 C.R. 110 (SOUTH)  
 ROAD WIDENING

Scale: 1"=100' Date: July 2016



All Conductor in ROW Is 24.9kv  
or less & Meets or Exceeds  
Minimum Requirement of  
22' Above All Pavement.

At the time of this design, there were no known utilities within 3ft paralleling new ROW.



### FiberLight Legend

**FiberLight**  
attachment to  
Oncor's poles

- Proposed Poles/Downings
- Existing Poles/Downings to be Removed
- Existing Poles/Downings to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place

Sheet 4 of 8 WR 3285901

001, 002, 003, 005, 006, 008, 009, 010: V: 282, P: 433

007: Doc: 2015003378

011.012: V:1286,P:167

04/02/2015	60% from county
05/27/2015	90% from county
08/10/2015	100% from county
02/03/2016	submitted plans to county
06/24/2016	county approved plans

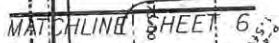
Scale: 1"=100' Date: July 2016

WILLIAMSON COUNTY  
C.R. 110 (SOUTH)  
ROAD WIDENING



All Conductor in ROW is 24.9kv  
or less & Meets or Exceeds  
Minimum Requirement of  
22" Above All Pavement.

At the time of this design, there were no known utilities within 3ft paralleling new R.O.W.



- Proposed Poles/Dampings to be Removed
- Existing Poles/Dampings to be Removed
- Existing Poles/Dampings to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing UHF Conductor to be Removed
- Existing UHF Conductor to Remain in Place

001, 002, 003, 005, 006, 007, 008: V: 1286, P: 157

009:V:1126,P:320

**FiberLight**  
attachment to  
Oncor's poles

ONCOR ELECTRIC DELIVERY  
ROUND ROCK DISTRICT

WILLIAMSON COUNTY  
C.R. 110 (SOUTH)  
ROAD WIDENING

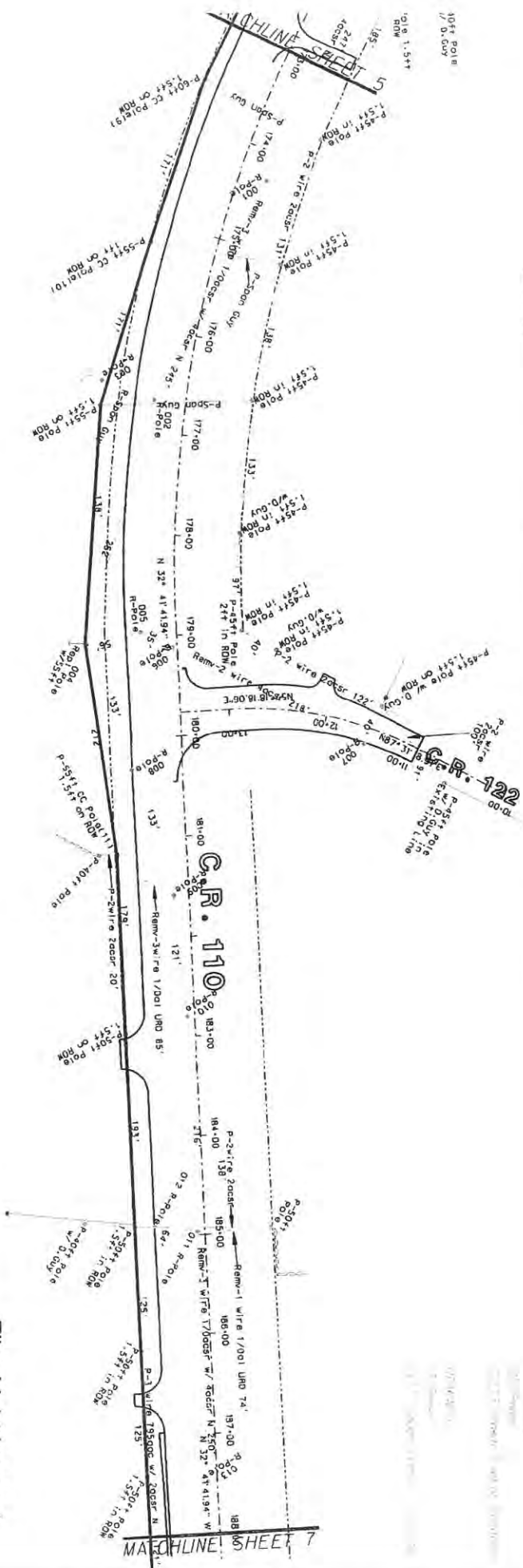
Scale: 1"=100' Date: July 2016

Concrete poles have a 36" diameter foundation. All wood poles are less than 36" diameter. Proposed poles in R.O.W. are within 36" of R.O.W. All poles removed are wood.

All wood poles are branded with the name "ONCOR". Concrete poles have a brass plate with the name "ONCOR".

All Conductor in ROW is 24.9kv or less & Meets or Exceeds Minimum Requirement of 22' Above All Pavement.

At the time of this design, there were no known utilities within 3ft paralleling new R.O.W.



# LEGEND

- Proposed Poles/Dowings to be Removed
- Existing Poles/Dowings to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing UFD Conductor to be Removed
- Existing UFD Conductor to Remain in Place

## EXISTING EASEMENT

001,002: V.1286, P.167  
012: Doc: 2011000556

## Fiberlight Legend

- Fiberlight attachment to Oncor's poles

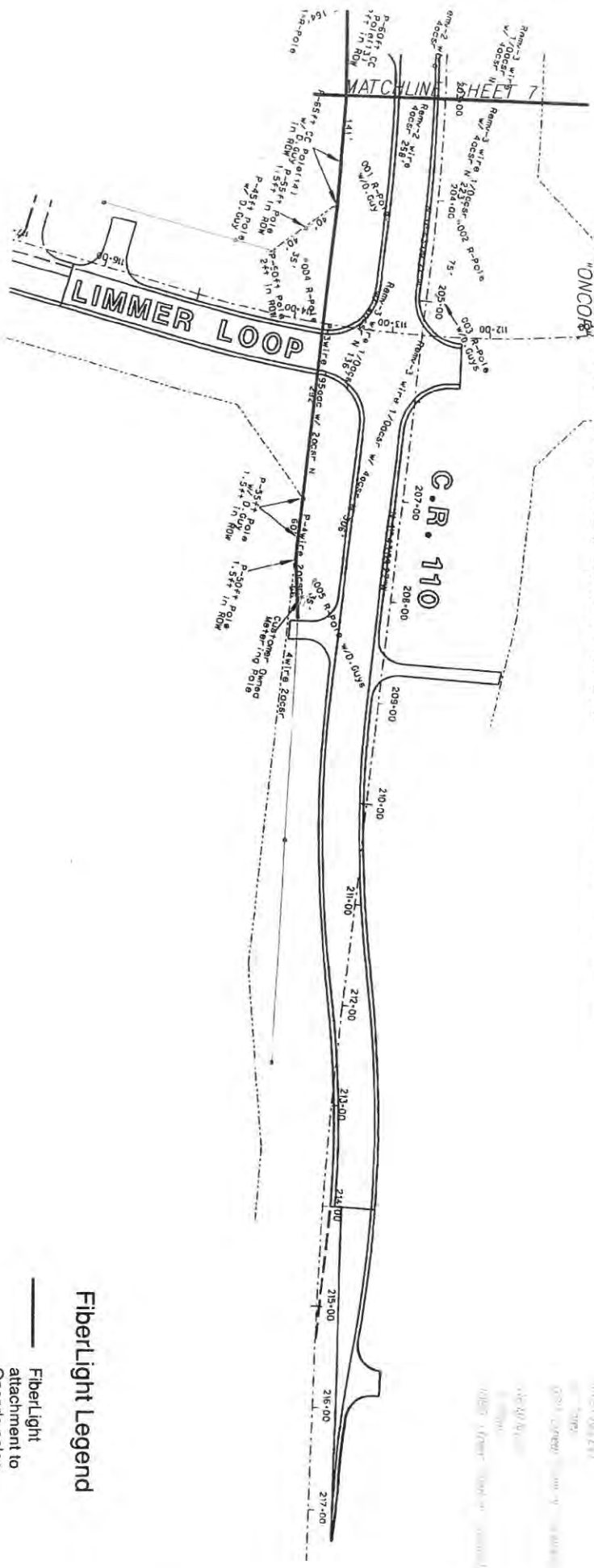
04/02/2016 60% from county  
05/27/2016 90% from county  
08/10/2016 100% from county  
02/03/2016 submitted plans to county  
06/24/2016 county approved plans

Sheet 6 of 8 WR 3285901	
ONCOR ELECTRIC DELIVERY ROUND ROCK DISTRICT	
WILLIAMSON COUNTY CR 110 (SOUTH) ROAD WIDENING	
Scale: 1"=100'	Date: July 2016

Concrete poles have a 36" diameter foundation.  
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 All poles removed are wood.

All wood poles are branded with the name "ONCOR".  
 Concrete poles have a brass plate with the name "ONCOR".

All Conductor in ROW is 24.9kv or less & Meets or Exceeds Minimum Requirement of 22' Above All Pavement.  
 At the time of this design, there were no known utilities within 3ft paralleling new R.O.W.



LEGEND

- Proposed Poles/Dowings
- Existing Poles/Dowings to be Removed
- Existing Poles/Dowings to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place

EXISTING EASEMENTS

- 002.003: Doc: 200406437
- 004: V: 702, P: 797
- 005: Doc: 200406438

FiberLight Legend

- FiberLight attachment to Oncor's poles

04/02/2015 60% from county  
 05/27/2015 90% from county  
 08/10/2015 100% from county  
 02/03/2016 submitted plans to county  
 06/24/2016 county approved plans

Sheet 8 of 8 W.R. 3285901	
ONCOR ELECTRIC DELIVERY ROUND ROCK DISTRICT	
WILLIAMSON COUNTY C.R. 110 SOUTH ROAD WIDENING	
Scale: 1"=100'	Date: July 2016

**Attachment "A" - Plans, Specification, and Estimated Costs**



**Quote**

**Customer**

Name **Williamson County Texas**  
Address  
City State ZIP  
Phone

Date  
Order No.  
Rep **Mike Lamb**

**Scope of Work**

Provide and place new Strand and fiber optic cable onto new ONCOR poles along CR 110 from Hwy 79 to Limmer Loop. Splice new fiber and remove old Fiber.

Qty	Description	Unit Price	TOTAL
1	Fiber Optic Cable		\$5,412.00
1	Construction, Splicing, Permits, Remove Old Cable and Associated Materials		\$29,710.42
1	Post Inspection		\$3,745.53
1	Project Management (10%) of total		\$3,886.80

SubTotal \$ 42,754.75

Shipping

Tax Rate(s)

TOTAL \$ 42,754.75

**Payment**

Comments

Office Use Only





J.C. Communications

(512) 670-1522 Office

(512) 267-5551 Fax

16504-1 Red Wagon Lane

Leander, TX 78641

# Estimate

Date	Estimate #
6/27/2017	3718

Name / Address
Fiber Light ATTN: Accounts Payable 11700 Great Oaks Way, Suite 100 Alpharetta, GA 30022

P.O. No.	Terms	Project	Description
	net 45	CR110 Relo	FBL- CR110 Relo

Description	Qty	Cost	Total
Install strand (includes anchors)	11,000	0.55	6,050.00
Install Fiber	12,400	0.65	8,060.00
Wreckout fiber	11,000	0.50	5,500.00
Fusion Splice	48	24.00	1,152.00
Install and Prep Enclosure	2	200.00	400.00
Prepare and Submit Oncor Pole Permit	1	500.00	500.00
Materials...strand, pole hardware, enclosures, trays, etc.	1	6,104.78	6,104.78T

<b>Subtotal</b>		\$27,766.78
<b>Sales Tax (8.25%)</b>		\$503.64
<b>Total</b>		\$28,270.42

This proposal expires in 30 days. Payment is due upon completion of JC Communications portion of the job unless an agreement is made BEFORE job is started.



J.C. Communications  
(512) 670-1522 Office  
(512) 267-5551 Fax  
16504-1 Red Wagon Lane  
Leander, TX 78641

# Estimate

Date	Estimate #
7/27/2017	3744

Name / Address
Fiber Light ATTN: Accounts Payable 11700 Great Oaks Way, Suite 100 Alpharetta, GA 30022

P.O. No.	Terms	Project	Description
	net 45	CR110 Relo	FBL-CR110 Relo

Description	Qty	Cost	Total
Aerial Crew Daily Rate Added cost due to time delays working around road crews not allowing access to poles	1	1,440.00	1,440.00

This proposal expires in 30 days. Payment is due upon completion of JC Communications portion of the job unless an agreement is made BEFORE job is started.	<b>Subtotal</b>	\$1,440.00
	<b>Sales Tax (8.25%)</b>	\$0.00
	<b>Total</b>	\$1,440.00



14 Gabriel Drive  
Augusta, ME 04330  
207-620-3800

## INVOICE

PLEASE REMIT TO:  
TRC Lockbox  
P. O. Box 536282  
Pittsburgh, PA 15253-5904

Mike Humpert  
Comcell Inc.  
dba Fiberlight  
Box 130  
Windhurst, TX 76389

September 8, 2017

Project No: 283829.0000.0000

Invoice No: 251611

Project Manager Elizabeth Kinney

Project 283829.0000.0000 COMCELL PA17-23934 CR 110 RELOCATE ROUND ROCK

Professional Services Through September 1, 2017

### Unit Billing

8/15/2017	Initial Permit Admin Fee	1.0 Fee @ 201.60	201.60	
8/15/2017	Initial Pole Assessment	121.0 IPA's @ 28.15	3,406.15	
8/15/2017	Travel Unit	55.0 Miles @ 2.505	137.78	
	<b>Total Units</b>		<b>3,745.53</b>	<b>3,745.53</b>
		<b>Total Invoice</b>		<b>\$3,745.53</b>



## SALES QUOTE: 56725

REVISION: A  
CREATED: 07/06/17

5940 Cabot Parkway \* Alpharetta, GA 30005 \* (678) 297-1090 \* (678) 297-1870 FAX

PROJECT	PO NUMBER	EXPIRATION DATE	RESPONSIBILITY
		09/02/2017	MSOLOMON
CUSTOMER	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL
FIBERLIGHT LLC	Glenn Meredith		

Line	PO Line	ITEM NUMBER DESCRIPTION / NOTES	SHIP FROM	VENDOR	QTY. QUOTED	UNIT PRICE	EXTENSION
1		<b>PRY-EDH1A1J-12-HB-048E3</b> 48-Fiber-Singlemode fiber G.652.D- Loose Tube Single Armor-Dry Tube ATTENUATION .35/.25 @ 1310/1550 <i>Stock in AZ</i>	ARZ	PRYSMIAN CABLES AND SYSTEMS USA, LLC	20,000.00 FT	0.41000	8,200.00000

#### TERMS:

- Stock Subject to Prior Sale
- Order Acceptance is Subject to Credit Approval
- This Quotation is Valid for the Bill of Material Listed. Revisions Are Subject to Changes in Price and Lead Time
- Freight Terms: FOB Shipping Point
- Genuine Cable Group Terms & Conditions Apply to All Sales
- \$50.00 Minimum Per Order
- All items made to order are subject to + or - 10%

Quote Number	TOTAL QUOTE VALUE
<b>56725</b>	<b>8,200.00 USD</b>



**Attachment “B”**

**Utility’s Schedule of Work and Estimated Date of Completion**

**Begin: 07/17/2017**

**Complete: 08/16/2017**

**Attachment “C”**

**Eligibility Ratio –**

**69.23%** (based on ONCOR’s relocation plans).

**Attachment “D”**

Betterment Calculation and Estimates – N/A

**Attachment “E”**

**Proof of Property Interest – ROW-U-1A**



**DISTRIBUTION POLE LICENSE AGREEMENT**

**BY AND BETWEEN**

**FIBERLIGHT, LLC**

**AND**

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

**DATED**

**FEBRUARY 6, 2009**

**NO. C 0603716 C**

**DISTRIBUTION POLE LICENSE AGREEMENT**

February 6, 2009

**EFFECTIVE DATE**

**WHEREAS**, This DISTRIBUTION POLE LICENSE AGREEMENT (the "Agreement") is made by and between **ONCOR ELECTRIC DELIVERY LLC**, a Delaware limited liability company ("Oncor Electric Delivery") and **FiberLight, LLC**, a Delaware limited liability company, (Licensee).

**RECITALS**

**WHEREAS**, **Oncor Electric Delivery** is a public utility company, transmitting and distributing electric power to its customers in, among other places, the Service Area (as hereinafter defined), owns or has acquired the right to use certain rights of way and easements in the Service Area for the construction and operation of its business and has installed distribution poles on portions of such rights of way and easements in connection with the construction and operation of its business; and

**WHEREAS**, Licensee is a "telecommunications carrier" or "cable television system," as such terms are defined in the Communications Act of 1934 (hereinafter the "Communications Act") and desires to provide Service (as hereinafter defined) in the cities or areas within the Service Area; and

**WHEREAS**, Licensee desires to attach to and thereafter maintain its Equipment (as hereinafter defined) that is attached pursuant to this Agreement on Poles (as hereinafter defined) solely for the purpose of providing Service in the Service Area; and

**WHEREAS**, **Oncor Electric Delivery** is willing to allow Licensee, pursuant to the terms and conditions of this Agreement, to attach to and thereafter maintain its Equipment on Poles solely for the purpose of providing Service in the Service Area.

**NOW, THEREFORE**, in consideration of the covenants, agreements and undertakings set forth below, the Parties agree as follows:

**SECTION 1. DEFINITIONS**

The words and phrases listed in this Section, "Definitions" shall have the meaning set forth in this Section wherever such words and phrases appear in this Agreement (or the Attachments to it) with an initial capital letter on each word. The meaning stated in this Section shall control the meaning of all such words and phrases when so capitalized, notwithstanding the context or associations in which such words or phrases may appear in this Agreement (or the Attachments to it). Words and phrases not listed in this Section and words and phrases listed in this Section without an initial capital letter shall have the meaning necessary to achieve the intention of the Parties as expressed in this Agreement.

This shall mean any other person or entity directly or indirectly controlling or controlled by, or under the direct or indirect common control with, a specified person or entity.

**1.1 Affiliate**

This shall mean this Distribution Pole License Agreement.

**1.2 Agreement**

This shall mean the individuals identified on Attachment A to this Agreement and any replacements for them made pursuant to the procedures prescribed in the Section entitled "Replacement of

**1.3 Authorized Representatives**

**DISTRIBUTION POLE LICENSE AGREEMENT**

**Authorized Representatives."**

This shall mean any and all claims, losses, expenses, damages, demands, judgments, attorneys' fees, causes of action, suits and liability, in tort, warranty, contract, or any other basis, and of every kind and character, including, without limitation, claims, losses, expenses, damages, demands, judgments, causes of action, suits and liability on account of personal injuries or death, damage to property or economic loss.

1.4 Claims

This shall mean the fiber optic or other cables, amplifiers and drop wires, wires and appliances, together with associated cable messengers, anchors and other appurtenances, as well as radios, antennas, and other wireless equipment, used by Licensee to provide Service.

1.5 Equipment

This shall mean the city(s), town(s) or unincorporated area(s) in which Licensee has the authority to provide Service.

1.6 Service Area

This shall mean a public utility company, municipality or other person or entity which has attachment privileges on any Pole.

1.7 Joint User

This shall mean FiberLight, LLC.

1.8 Licensee

This shall mean (a) Licensee; (b) any Affiliate of Licensee; (c) any director, officer, agent, servant, employee, independent contractor, supplier, customer, advertiser, client, licensee or concessionaire of Licensee or any Affiliate of it; or (d) any director, officer, agent, servant, or employee of the independent contractor, supplier, customer, advertiser, client, licensee or concessionaire of Licensee or any Affiliate of it.

1.9 Licensee Party

This shall mean Oncor Electric Delivery or Licensee; collectively Oncor Electric Delivery and Licensee shall be referred to as "Parties."

1.10 Party

This shall mean a written application in the form of the Permit Application available for use at the website shown below:

1.11 Permit Application

<http://www.oncor.com/electricity/construct/jointuse/default.aspx>

This shall mean distribution poles located within the boundaries of the areas in which Oncor Electric Delivery provides electric utility service, each of which has a circuit with a nominal voltage of less than 69,000 volts, which are owned solely by Oncor Electric Delivery; such term does not mean or include, without limitation, poles or other structures owned by Oncor Electric Delivery which are used for the transmission, rather than distribution, of electric energy.

1.12 Poles

This shall mean any telecommunications service or cable service, as defined in the Communications Act, that Licensee is authorized to provide under its franchise or other lawful authority within the Service Area. To the extent consistent with such defined terms, this definition

1.13 Service

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year first above written

LICENSEE

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: Capgemini Energy LP, its Limited Agent

Signature: Michael P. Miller

Signature: Ron Coan

Name: Michael P. Miller

Name: Ron Coan

Title: CEO

Title: Supply Chain Representative

Date: March 2, 2009

Date: February 6, 2009



## Utility Joint Use Agreement 80A

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

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**, FiberLight, 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 11th day of August, 2018, 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: FiberLight, LLC  
Utility Name

By [Signature]  
Authorized Signature

Title: Chief Operating Officer

Date: 08/28/2018

Williamson County

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

Title: Williamson County Judge

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





Received

9/24/2018

HNTB Corporation  
Round Rock



## LETTER OF TRANSMITTAL

To: HNTB  
101 E. Old Settlers Blvd, Suite 100  
Round Rock, Texas 78664

Date: October 11, 2018

CobbFendley Job: 1703-011-02-43

Re: Williamson County

CR 110 South

ATTENTION: Eddie Church

FiberLight

WE ARE SENDING YOU THE FOLLOWING VIA: Courier

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

QUANTITY	DESCRIPTION
1	FiberLight – Utility Agreement

### PURPOSE OF TRANSMITTAL:

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

### REMARKS:

Mr. Church,

We have reviewed and recommend approval of Fiberlight's Utility Agreement Package.

If you have any questions, please let me know.

Thank you,

Copy To File

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

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

SIGNED

Harsha Shetty, Project Engineer