

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 17th day of May, 2019, by and between Charter Communications (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

### WITNESSETH:

WHEREAS, Utility is the owner of certain overhead fiber cable reattached to PEC's poles (herein called Facilities).

WHEREAS, County desires to construct proposed CR 176 at RM 2243 Intersection at Safety Improvement (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:

- Charter's relocation consist of: Installation of new fiber and attached to PEC's new pole locations, place guy wires, anchors and facilities equipment attached to the new poles.
- County will reimburse Utility for Engineering Services, Relocation, Inspection Services, Construction Costs 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 3 Poles and removal of existing fiber along with apparatus defined as Work = \$6,309.41

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: Charter Communications  
*Name of Utility*

By:   
*Authorized Signature*

GORDON HARP  
*Print or Type Name*

Title: AVP, FIELD OPERATIONS

Date: May 17 2019

**WILLIAMSON COUNTY**

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

Judge Bill Gravell Jr.  
*Print or Type Name*

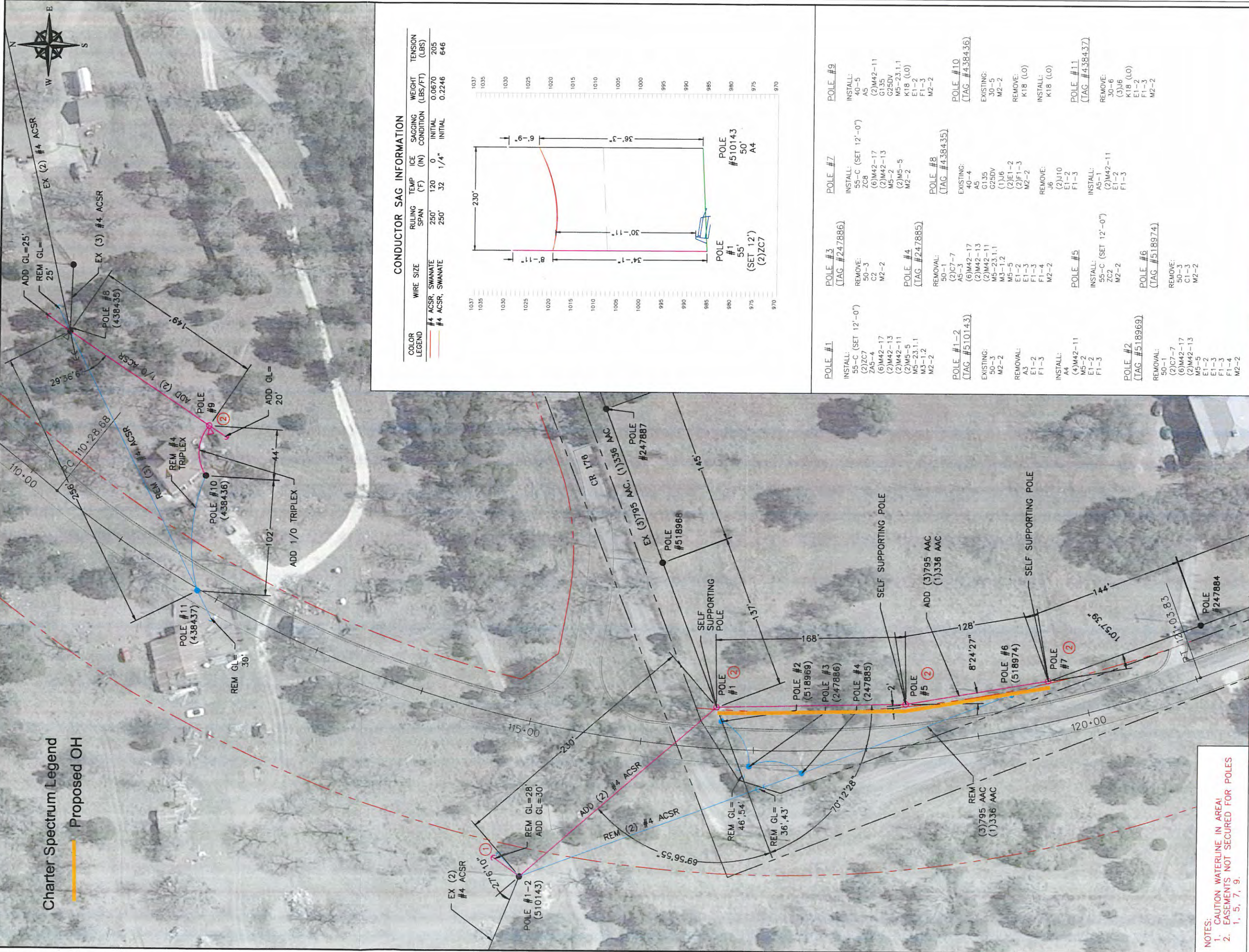
Title: Williamson County Judge

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

**Attachment A**

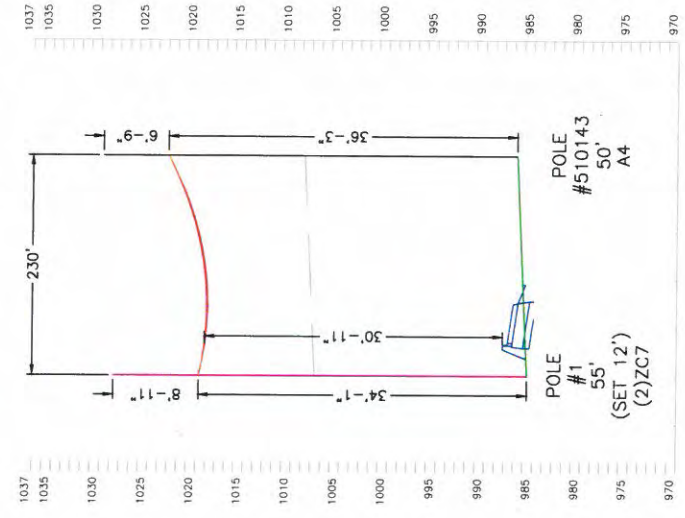
**Plans, Specifications, and Estimated Costs**

Charter Spectrum Legend  
 Proposed OH



**CONDUCTOR SAG INFORMATION**

COLOR LEGEND	WIRE SIZE	RULLING SPAN (IN)	TEMP (F)	ICE (IN)	SAGGING CONDITION	WEIGHT (LBS/FT)	TENSION (LBS)
<span style="color: red;">—</span>	#4 ACSR, SWANATE	250'	120	0	0.0670	205	205
<span style="color: blue;">—</span>	#4 ACSR, SWANATE	250'	32	1/4"	0.2246	646	646



POLE #	INSTALL	REMOVE	EXISTING	REMOVAL	INSTALL	REMOVE	EXISTING	REMOVAL
<b>POLE #1</b> (TAG #247886)	55-C (SET 12'-0") (2)ZC7 ZAS-4 (6)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	50-3 C2 M2-2	(2)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	A3 E1-2 F1-3	55-C (SET 12'-0") ZC2 M2-2	50-1 (2)C7-7 A5-3 (6)M42-17 (2)M42-13 M5-23,1,1 M3-1,2 M5-5 E1-2 F1-3 M2-2	(2)M42-17 (2)M42-13 G135 G25DV (1)J6 (2)E1-2 M2-2	A4 E1-2 F1-3
<b>POLE #2</b> (TAG #518969)	55-C (SET 12'-0") (2)ZC7 ZAS-4 (6)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	50-3 C1-3 M2-2	(2)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	A3 E1-2 F1-3	55-C (SET 12'-0") ZC2 M2-2	50-1 (2)C7-7 A5-3 (6)M42-17 (2)M42-13 M5-23,1,1 M3-1,2 M5-5 E1-2 F1-3 M2-2	(2)M42-17 (2)M42-13 G135 G25DV (1)J6 (2)E1-2 M2-2	A4 E1-2 F1-3
<b>POLE #3</b> (TAG #247886)	55-C (SET 12'-0") (2)ZC7 ZAS-4 (6)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	50-3 C2 M2-2	(2)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	A3 E1-2 F1-3	55-C (SET 12'-0") ZC2 M2-2	50-1 (2)C7-7 A5-3 (6)M42-17 (2)M42-13 M5-23,1,1 M3-1,2 M5-5 E1-2 F1-3 M2-2	(2)M42-17 (2)M42-13 G135 G25DV (1)J6 (2)E1-2 M2-2	A4 E1-2 F1-3
<b>POLE #4</b> (TAG #247885)	55-C (SET 12'-0") (2)ZC7 ZAS-4 (6)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	50-3 C2 M2-2	(2)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	A3 E1-2 F1-3	55-C (SET 12'-0") ZC2 M2-2	50-1 (2)C7-7 A5-3 (6)M42-17 (2)M42-13 M5-23,1,1 M3-1,2 M5-5 E1-2 F1-3 M2-2	(2)M42-17 (2)M42-13 G135 G25DV (1)J6 (2)E1-2 M2-2	A4 E1-2 F1-3
<b>POLE #5</b> (TAG #518974)	55-C (SET 12'-0") (2)ZC7 ZAS-4 (6)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	50-3 C2 M2-2	(2)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	A3 E1-2 F1-3	55-C (SET 12'-0") ZC2 M2-2	50-1 (2)C7-7 A5-3 (6)M42-17 (2)M42-13 M5-23,1,1 M3-1,2 M5-5 E1-2 F1-3 M2-2	(2)M42-17 (2)M42-13 G135 G25DV (1)J6 (2)E1-2 M2-2	A4 E1-2 F1-3
<b>POLE #6</b> (TAG #518974)	55-C (SET 12'-0") (2)ZC7 ZAS-4 (6)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	50-3 C2 M2-2	(2)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	A3 E1-2 F1-3	55-C (SET 12'-0") ZC2 M2-2	50-1 (2)C7-7 A5-3 (6)M42-17 (2)M42-13 M5-23,1,1 M3-1,2 M5-5 E1-2 F1-3 M2-2	(2)M42-17 (2)M42-13 G135 G25DV (1)J6 (2)E1-2 M2-2	A4 E1-2 F1-3
<b>POLE #7</b> (TAG #518974)	55-C (SET 12'-0") (2)ZC7 ZAS-4 (6)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	50-3 C2 M2-2	(2)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	A3 E1-2 F1-3	55-C (SET 12'-0") ZC2 M2-2	50-1 (2)C7-7 A5-3 (6)M42-17 (2)M42-13 M5-23,1,1 M3-1,2 M5-5 E1-2 F1-3 M2-2	(2)M42-17 (2)M42-13 G135 G25DV (1)J6 (2)E1-2 M2-2	A4 E1-2 F1-3
<b>POLE #8</b> (TAG #438435)	55-C (SET 12'-0") (2)ZC7 ZAS-4 (6)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	50-3 C2 M2-2	(2)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	A3 E1-2 F1-3	55-C (SET 12'-0") ZC2 M2-2	50-1 (2)C7-7 A5-3 (6)M42-17 (2)M42-13 M5-23,1,1 M3-1,2 M5-5 E1-2 F1-3 M2-2	(2)M42-17 (2)M42-13 G135 G25DV (1)J6 (2)E1-2 M2-2	A4 E1-2 F1-3
<b>POLE #9</b>	55-C (SET 12'-0") (2)ZC7 ZAS-4 (6)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	50-3 C2 M2-2	(2)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	A3 E1-2 F1-3	55-C (SET 12'-0") ZC2 M2-2	50-1 (2)C7-7 A5-3 (6)M42-17 (2)M42-13 M5-23,1,1 M3-1,2 M5-5 E1-2 F1-3 M2-2	(2)M42-17 (2)M42-13 G135 G25DV (1)J6 (2)E1-2 M2-2	A4 E1-2 F1-3
<b>POLE #10</b> (TAG #438436)	55-C (SET 12'-0") (2)ZC7 ZAS-4 (6)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	50-3 C2 M2-2	(2)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	A3 E1-2 F1-3	55-C (SET 12'-0") ZC2 M2-2	50-1 (2)C7-7 A5-3 (6)M42-17 (2)M42-13 M5-23,1,1 M3-1,2 M5-5 E1-2 F1-3 M2-2	(2)M42-17 (2)M42-13 G135 G25DV (1)J6 (2)E1-2 M2-2	A4 E1-2 F1-3
<b>POLE #11</b> (TAG #438437)	55-C (SET 12'-0") (2)ZC7 ZAS-4 (6)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	50-3 C2 M2-2	(2)M42-17 (2)M42-13 (2)M5-5 M3-1,2 M2-2	A3 E1-2 F1-3	55-C (SET 12'-0") ZC2 M2-2	50-1 (2)C7-7 A5-3 (6)M42-17 (2)M42-13 M5-23,1,1 M3-1,2 M5-5 E1-2 F1-3 M2-2	(2)M42-17 (2)M42-13 G135 G25DV (1)J6 (2)E1-2 M2-2	A4 E1-2 F1-3

NOTES:  
 1. CAUTION WATERLINE IN AREA  
 2. EASEMENTS NOT SECURED FOR POLES  
 1, 5, 7, 9.

**PEC LEGEND**

MAGENTA	PROPOSED FACILITIES
BLACK	EXISTING FACILITIES
CYAN	REMOVAL FACILITIES
---	EXISTING ROW
---	PROPOSED ROW

**SYMBOLS**

●	EXISTING
○	NEW
○	REMOVAL
⊕	POLE
⊕	STREET LIGHT
▼	OVERHEAD TRANSFORMER

Rev	Date	By	Chkd.	Appd.	Revision
A	08/04	RBK	RBK	GJL	F
B					G
C					H
D					J
E					K

# Job Cost Estimates

Job Cost Estimate Total Cost : \$6,309.41

Material							
Code	SubCat	Quantity	Rate	Cost	<input type="checkbox"/> New	<input type="checkbox"/> OR F7	
<b>Totals</b>					<b>\$3,181.41</b>		
609566-000 - WIRE, GROUND #6 BARE COPPER,315' / COIL	AC ▼	315	0.35834	\$112.88	<input type="checkbox"/> X		
303570-000 - CABLE .875 JACKETED AERIAL ALT,RODENT DETER JACKET 3GF	AC ▼	2500	0.88665	\$2,216.62	<input type="checkbox"/> X		
474728-PPC - CONNECTOR, SPLICE BLOCK 2.5"	AC ▼	4	9.28387	\$37.14	<input type="checkbox"/> X		
452467-PPC - CONNECTOR, 875 SPLICE (3-PC.),OBS FOR LEGACY CTR 45246	AC ▼	4	20.67183	\$82.69	<input type="checkbox"/> X		
3T1017084-TWC - STRAND 1/4IN DOMESTIC 2500FT,REEL	AC ▼	2500	0.25	\$625.00	<input type="checkbox"/> X		
507782-000 - CLAMP, LASHING WIRE (D),	AC ▼	50	0.27071	\$13.54	<input type="checkbox"/> X		
5T1011134-TWC - WIRE LASHING .038.302 (1600FT),	AC ▼	1	16.5795	\$16.58	<input type="checkbox"/> X		
422946-PPC - CONN 875PIN P3 2PC,	AC ▼	8	9.61922	\$76.95	<input type="checkbox"/> X		

Labor								
Job Code	SubCat	Type	Supplier	Quantity	Rate	Cost	<input type="checkbox"/> New	<input type="checkbox"/> OR F8
<b>Totals</b>						<b>\$3,128.00</b>		<input type="checkbox"/> OR F8
AS18 - Pole Make Ready	AC ▼	C ▼		4	52	\$208.00	<input type="checkbox"/> X	
MC11 - Mobilization Fee, per trip	AC ▼	C ▼		2	250	\$500.00	<input type="checkbox"/> X	
MC13 - Composite Aerial or Underground Splicing with Activation	AC ▼	C ▼		800	0.45	\$360.00	<input type="checkbox"/> X	
MC05 - Perform Engineering Survey for ROW or Utility Easement Permit and/or for I	AC ▼	C ▼		800	0.95	\$760.00	<input type="checkbox"/> X	
AS20 - Wreck Out All Strand And Cable	AC ▼	C ▼		1000	0.22	\$220.00	<input type="checkbox"/> X	
AS03 - Lash to New Strand Coax	AC ▼	C ▼		800	0.57	\$456.00	<input type="checkbox"/> X	
AS02 - Place New Strand	AC ▼	C ▼		800	0.78	\$624.00	<input type="checkbox"/> X	

**Attachment B**

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

**Estimated Start Date: July 15, 2019**

**Estimated Completion Date: August 30, 2019**

**Attachment C**

**Eligibility Ratio**

**See Attachment "H" for proof of property interest, which is established at 100% eligible.**

## **Attachment D**

### **Betterment Calculation and Estimates**

Betterment does not exist in this agreement.

**Attachment E**

**Proof of Property Interest**

Re-Sub Lot 43  
Whitetail Subdivision  
SEE CABINET K, SLIDE 236

# WHITETAIL

Vacation Lot 40, Whitetail  
Cabinet C, Slides 117-22  
Volume 2576, page 572.  
Official Records, WCI  
Re-sub Cabinet L, Sl. 122/3

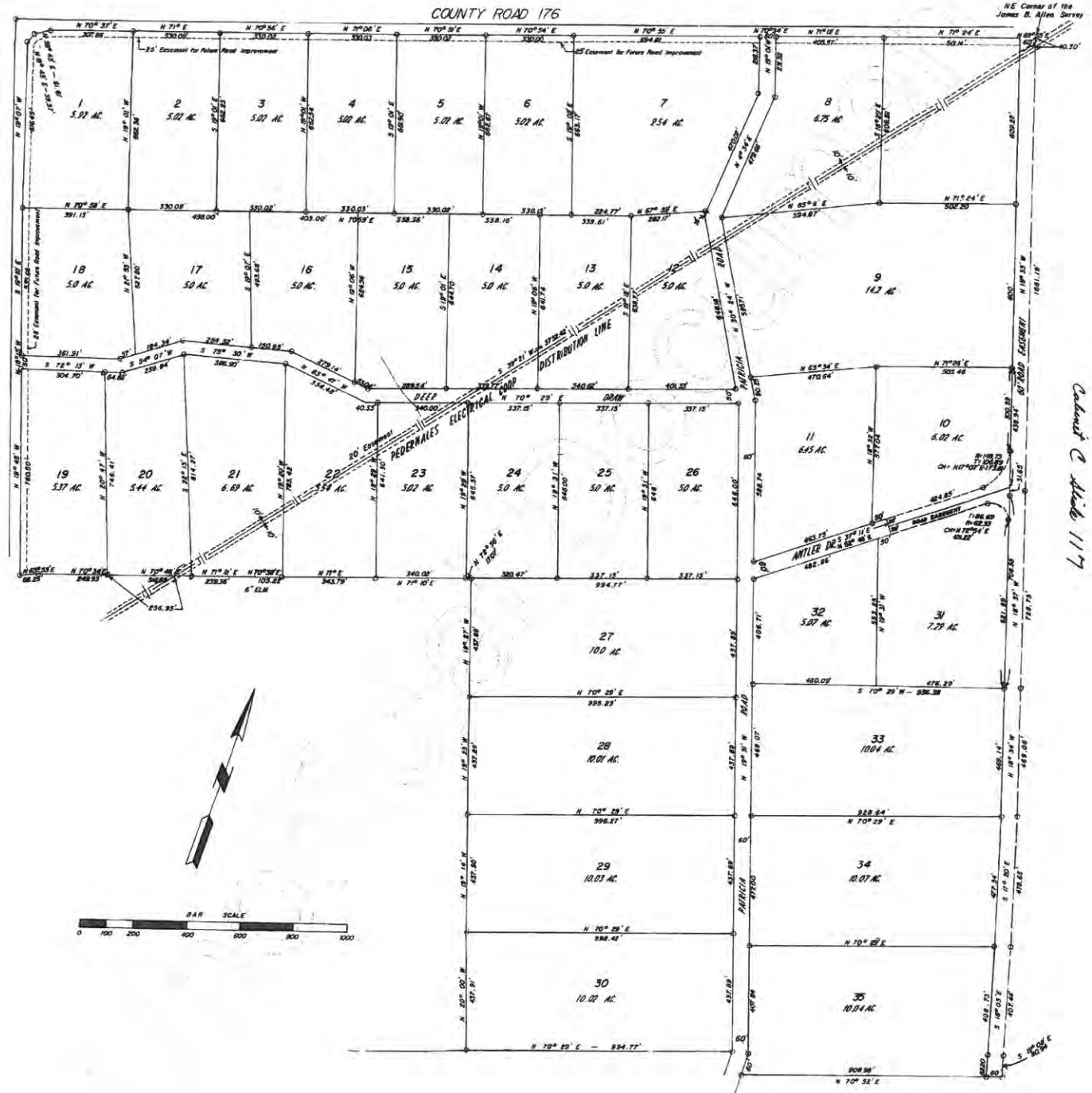
See Resub of Lot 2, Cab. P, Slide 374  
Resub of Lots 9, 10 & 11, Cab. H, Slide 304  
Resub of Lot 26, Cab. G, Slide 200  
Resub of Lot 38, Cab. F, Slide 247  
Resub of Lots 48 & 49, Cab. G, Slide 346  
Resub of Lot 52, Cab. F, Slide 378  
Resub of Lot 53, Cab. H, Slide 204  
Resub of Lot 61, Cab. J, Slide 87  
Resub of Lot 63 & 64, Cab. H, Slide 172

## 592.23 Acres in Williamson County, Texas

- Variance granted for Lots 4 & 5  
11/1/94, COMMISSIONERS COURT  
MINUTES, VOL. 69, PG. 457  
- Resubdivision part Lot 41  
Cabinet L, Slides 147 & 148  
dated 8-24-94

Vacation Lot 40 7/26/94,  
COMMISSIONERS COURT MINUTES  
VOL. 66, PG. 808

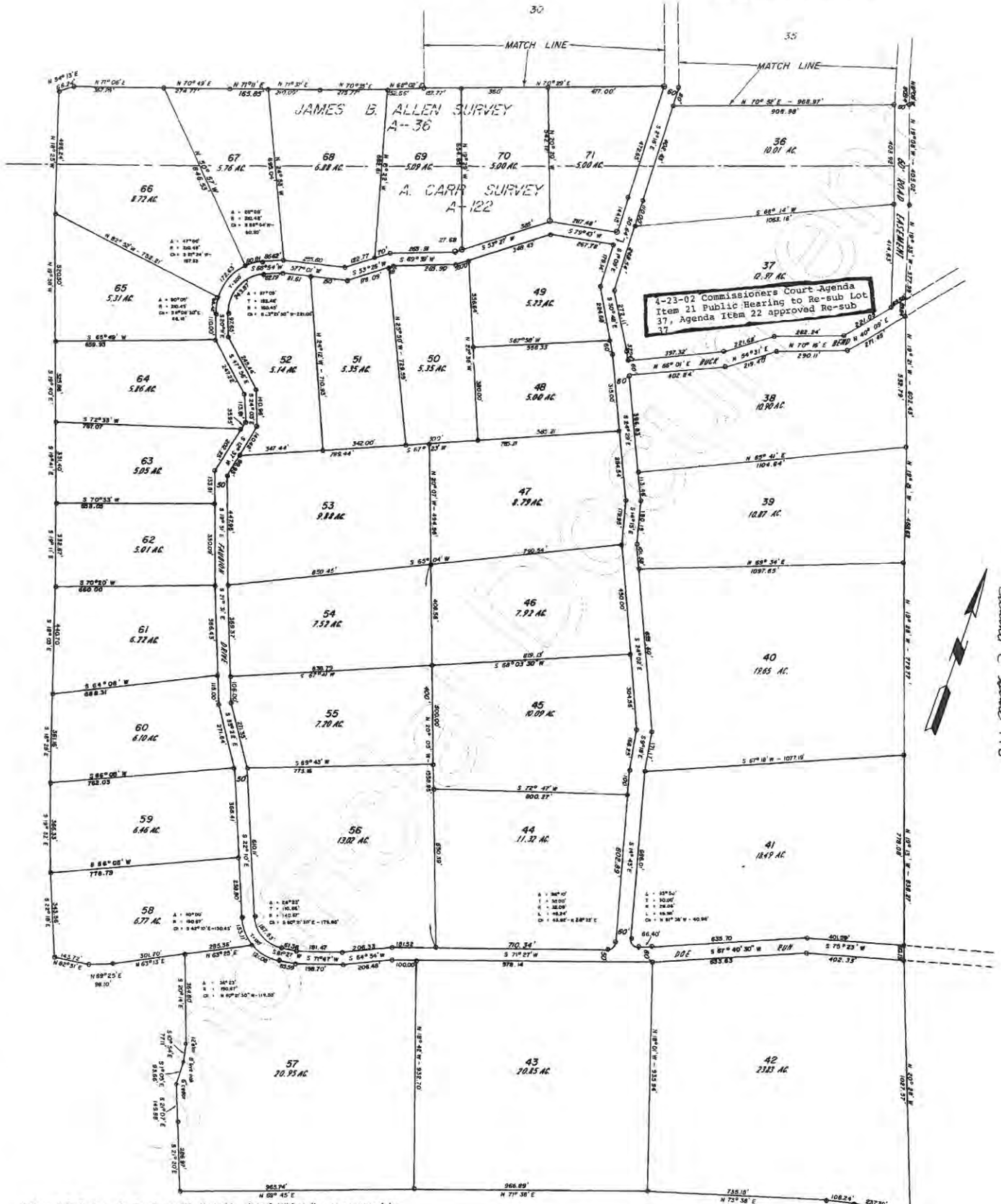
6574  
FILED FOR RECORD  
SEP 8 1975  
DICK CERVENKA  
COUNTY CLERK  
BY J. M. ...



Cabinet C Slides 117

# WHITETAIL

Vacation of Lot 37, 9/27/94  
Comm. Court minutes, Vol. 68,  
Pg. 319



I, Russell D. Parker, do hereby certify that this plat of Whitetail was prepared by me based on an actual survey made upon the ground, marking all corners with iron stakes, and that to the best of my knowledge and belief, said plat is true and correct 21st day of Aug., 1975.

NOTE: All dwellings must be connected to a sanitary sewer system or septic tank meeting the specifications of the State Health Department. Total length of all roads - 18,950 feet.

*Russell D. Parker*  
RUSSELL D. PARKER  
Registered Public Surveyor No. 1661





*Adm't C*

*Slide 121*

WHITEWALL

THE STATE OF TEXAS |  
COUNTY OF WILLIAMSON |

RESOLUTION

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS THAT:

Republic Builders, Inc., a Texas Corporation, owner of that certain tract of land designated "WHITETAIL" is hereby authorized to file for record in the office of the County Clerk of Williamson County, Texas, the map or plat of said tract and the County Clerk of Williamson County, Texas, is hereby authorized to accept for filing and to record said map or plat of said tract.

In approving this plat, the Commissioners' Court of Williamson County, Texas, assumes no responsibility for building, grading or maintaining roads or streets, nor does it assume any responsibility for the building of bridges or culverts within said subdivision until 80% occupancy of the lots along the roadways and streets in the subdivision has been paved by the subdividers to meet the specifications set out herein for paving and grading, and all driveway drain pipes have been installed on written permission from the County Commissioners and have a minimum drain of 18 inches or equal and a minimum length of 22 feet. Larger and longer drain pipes may be required at the sole discretion of the Commissioners.

ADOPTED AND APPROVED this 8th day of September, 1975.

ATTEST:

I, C. L. Chance, County Judge of Williamson County, Texas, do hereby certify that the above and foregoing resolution is a true and correct exemplification of the original resolution passed and adopted by

*[Signature]*  
C. L. CHANCE, COUNTY JUDGE

the Commissioners' Court of Williamson County, Texas, at the regular meeting held at Georgetown, Texas, on the 8th day of September, 1975, A.D., at which time a quorum was present.

*[Signature]*  
C. L. CHANCE, COUNTY JUDGE

THE STATE OF TEXAS |  
COUNTY OF WILLIAMSON |

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C. L. Chance, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity of County Judge and Chairman of the Commissioners' Court and that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of September, 1975.

*[Signature]*  
NOTARY PUBLIC IN AND FOR  
WILLIAMSON COUNTY, TEXAS

Filed for record September 8, 1975, at 10:50 A.M.  
Recorded September 8, 1975, at 3:00 o'clock P.M.

DICK CERVANAKA, County Clerk  
Williamson County, Texas  
Deputy

*[Signature]*  
By

Submit C

Slide 12-2

THE STATE OF TEXAS |  
COUNTY OF WILLIAMSON |

KNOW ALL MEN BY THESE PRESENTS:

DEDICATION OF WHITETAIL

That Republic Builders, Inc., a Texas Corporation, owner of a certain tract and parcel of land located in Williamson County, Texas, and which land is fully described by metes and bounds on Exhibit A attached hereto and made a part hereof for all purposes, does hereby subdivide said land in accordance with the attached and annexed plat and does hereby adopt said plat and subdivision to be known as "WHITETAIL" and does hereby dedicate to the public for public use all streets and easements shown on said plat in connection with this subdivision and does hereby impose the restrictions set forth on Exhibit B attached hereto and made a part hereof for all purposes.

There is hereby reserved and excepted a ten foot (10') easement on each side of each property line as same now appears on said plat and as same may be hereinafter created by sales of less than full tracts, if any such sales occur, for all utilities, including but not limited to gas, water, sewage, telephone, electrical and all other utilities and there is reserved hereby the right to place, install and locate all such utilities together with the right to operate, maintain, repair, replace and remove all utility lines, pipes, guys, anchors and all other appurtenances for gas, sewage, water, electrical, telephone and all other utilities of whatsoever character.

Subdivider would respectfully show that it has fully complied with Williamson County platting requirements as follows:

- (1) A copy of this dedication with its restrictions has been duly acknowledged in the manner required for acknowledgments of deeds;
- (2) Attached hereto are surveyor's perimeter field notes reflecting a beginning point to be the original corner of the original survey of which this plat is a part;
- (3) Provision has been made for all dwellings placed on said subdivision to be connected to septic tanks or disposal facilities meeting the specifications and conditions of the State Health Department;

(4) This dedication and the plat were deposited with the County Clerk of Williamson County, Texas, not less than one week prior to the date of Commissioner's Court meeting.

REPUBLIC BUILDERS, INC.

*Dr. Patricia Crum Morris*  
PATRICIA CRUM MORRIS, PRESIDENT

ATTEST:

*Tom E. Holsbo, Jr.*  
Tom E. Holsbo, Jr., Secretary

THE STATE OF TEXAS: |  
COUNTY OF WILLIAMSON: |

BEFORE ME, the undersigned authority, on this day personally appeared PATRICIA CRUM MORRIS, PRESIDENT OF REPUBLIC BUILDERS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of August, 1975.

*Charles H. Bennett*  
Charles H. Bennett  
Notary Public in and for Travis County, Texas



**AERIAL UTILITY EASEMENT**

THE STATE OF TEXAS            §  
  §   **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF Williamson       §

That Irma Diaz and \_\_\_\_\_ of Williamson County, Texas, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an Ariel Easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being 23.74800 acres of land, more or less, out of the JT Church Survey,  
Abstract No. \_\_\_\_\_, in \_\_\_\_\_ County, Texas, as described on instrument (Deed)  
Recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, in the Official Property Records of  
Williamson County, Texas.

Location of right-of-way and Aerial Easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, Ten (10) feet to each side of the centerline, spanning the distance of the grantors property.

Together with the right of ingress and egress over the easement area to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And (I) we do hereby bind (myself) ourselves, (my) our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS (my) our hand(s) this 3<sup>rd</sup> day of November, 2015.

Irma S. Diaz  
(Signature)  
Irma S. Diaz  
(Print Name)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

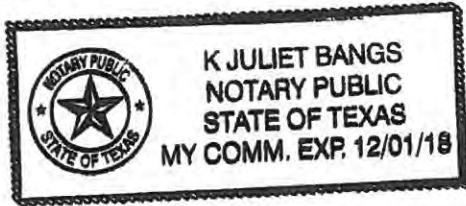
(NOTARIZE ON BACK)

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Irma Diaz, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s) he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3<sup>rd</sup> day of November, 20 15.



K Juliet Bangs  
Notary Public in and for  
The State of Texas

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s) he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

PEDERNALES ELECTRIC CORP  
ATTN: ENGINEERING  
PO BOX 2048  
LIBERTY HILL, TX 78642

Please Return to:

\_\_\_\_\_  
Pedernales Electric Cooperative  
P. O. Box 305  
Junction, Texas 76849



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS 2016001535

Nancy E. Rister

Nancy E. Rister, County Clerk  
Williamson County, Texas  
January 06, 2016 01:53 PM  
FEE: \$25.00 TKIRK

(25)

**Attachment F**

**Copy of Utility Joint Use Agreement**

## Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR176atRM2243 – Charter Spectrum

THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

County: Williamson  
Road Location: CR 176 at RM 2243

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

**WHEREAS**, Charter Communications, 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 17th day of May, 2019, 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.

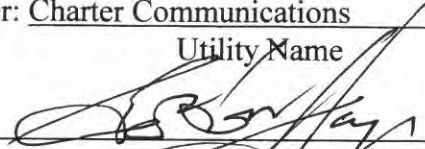
Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights 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: Charter Communications  
Utility Name

Williamson County

By   
Authorized Signature

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

Title: AVP, FIELD OPERATIONS

Title: \_\_\_\_\_

Date: May 17, 2019

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

**Attachment I**

**Inclusion in Highway Construction Contract**

**“Not Applicable”**

Received

May 29, 2019  
HNTB Corporation  
Round Rock



LETTER OF TRANSMITTAL

To: HNTB  
101 East Old Settlers Blvd., Ste 100  
Round Rock, Texas 78664

Date: May 28, 2019  
CobbFendley Job: 1703-011-03  
Re: CR 176 at RM 2243 – Charter Spectrum

Charter Spectrum Utility Agreement Package

ATTENTION: Eddie Church 512-527-6723

WE ARE SENDING YOU THE FOLLOWING VIA: Courier

Prints  Originals  Other \_\_\_\_\_

QUANTITY	
5	CR 176 at RM 2243 – Charter Spectrum Utility Agreement Package

PURPOSE OF TRANSMITTAL:

- For Approval
- For Your Use
- As Requested
- For Review & Comment


Mr. Church:  
Please see the attached Charter Spectrum’s Utility Agreement Package for the above project. We have reviewed and approved it in the amount of \$6,309.41.

If you have any questions, please let me know.

Thank you,

Copy To File

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

SIGNED   
Michael Andrews, Utility Specialist