

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 16 day of August, 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 proposed to installing approximately 10,000 L.F. of OH fiber cable and 2,500 L.F. of OH copper cable onto Oncor's news poles. Installing approximately 2,500 L.F. of underground copper cable and removing existing OH and UG facilities (herein called Facilities).

WHEREAS, County desires to construct proposed North Mays Extension Phase I (Paloma Dr. to Oakmont. (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 Spectrum relocation consist of: Installing approximately 10,000 L.F. of OH fiber cable and 2,500 L.F. of OH copper cable onto Oncor's news poles. Installing approximately 2,500 L.F. of underground copper cable
- 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 12,500 L.F. of OH Cable and 2,500 L.F. of UG cable along with apparatus defined as Work = \$ 107, 112.63

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”)

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: Troy T. Smith Jr  
*Authorized Signature*

Troy T. Smith Jr  
*Print or Type Name*

Title: Construction Supervisor

Date: 8.16.19

**WILLIAMSON COUNTY**

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

\_\_\_\_\_  
*Print or Type Name*

Title: Williamson County Judge

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

**Attachment A**

**Plans, Specifications, and Estimated Costs**

# WILLIAMSON COUNTY

## NORTH MAYS EXTENSION PRECINCT NUMBER 1

ROADWAY	CLASSIFICATION	DESIGN SPEED
NORTH MAYS	ARTERIAL	40 MPH
OAKMONT	COLLECTOR	30 MPH
ROADWAY	ADT (2019)	ADT (2039)
NORTH MAYS	7,530	16,500
OAKMONT	2,430	5,325

### INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

NET LENGTH OF ROADWAY = 3696.68 FT (0.688 MI.)  
 NET LENGTH OF BRIDGE = 1224.00 FT (0.232 MI.)  
 NET LENGTH OF PROJECT = 4910.68 FT (0.920 MI.)

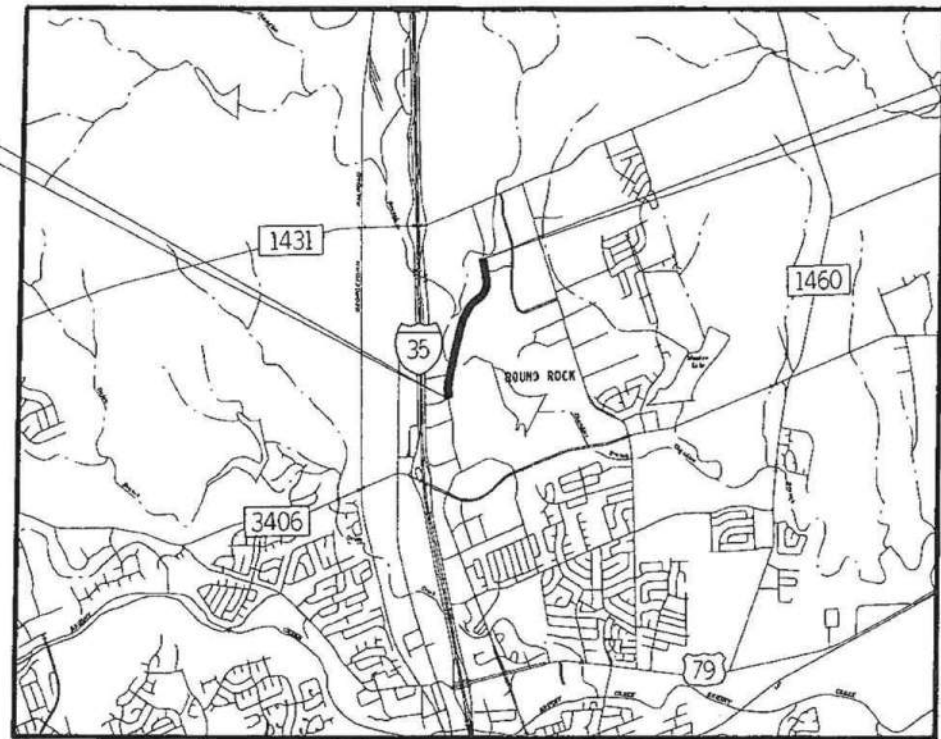
LIMITS: FROM PALOMA DRIVE TO 185' SOUTH OF CHANDLER BRANCH TRIBUTARY !

FOR THE CONSTRUCTION OF NEW ROADWAY CONSISTING OF GRADING, BASE,  
 PAVING, STRUCTURES, DITCHES, STORM SEWER SYSTEM, WATER QUALITY  
 BMPS, SIGNING, AND PAVEMENT MARKINGS

90%  
SUBMITTAL

BEGIN PROJECT  
STA. 30+04.61

END PROJECT  
STA. 79+15.29



VICINITY MAP  
N. T. S.

EXCEPTIONS: NONE  
 EQUATIONS: NONE  
 RAILROAD CROSSINGS: NONE  
 WATERSHEAD: UPPER BRUSHY CREEK  
 AREA OF DISTURBANCE: 15.98 AC

PREPARED BY:  
LJA ENGINEERING, INC. (DESIGN CONSULTANT)

KENNETH G. SCHROCK, P.E.      DATE  
PROJECT MANAGER

THIS DOCUMENT IS RELEASED FOR THE  
 PURPOSE OF INTERIM REVIEW ONLY  
 UNDER THE AUTHORITY OF:  
 KENNETH G. SCHROCK, PE  
 TEXAS REGISTRATION: 93593  
 DATE: 12/22/2016  
 IT IS NOT TO BE USED FOR BIDDING,  
 CONSTRUCTION, OR PERMIT PURPOSES.



APPROVED BY:  
WILLIAMSON COUNTY

DAN A GATTIS      DATE  
WILLIAMSON COUNTY JUDGE

APPROVED BY:  
WILLIAMSON COUNTY

LISA BERKMAN      DATE  
WILLIAMSON COUNTY COMMISSIONER,  
PRECINCT 1

APPROVED BY:  
HNTB CORPORATION

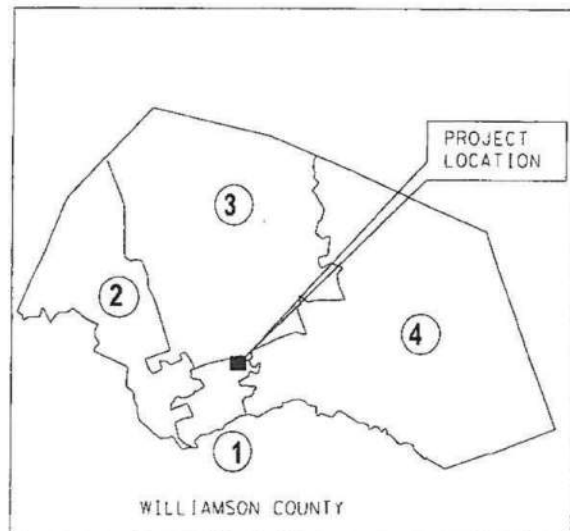
RICHARD L RIDINGS, PE      DATE  
ROAD BOND MANAGEMENT TEAM

APPROVED BY:  
CITY OF ROUND ROCK

GARY HUDDER      DATE  
TRANSPORTATION DIRECTOR

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH  
 THE ENGINEER(S) THAT PREPARED THEM. IN APPROVING THESE PLANS,  
 THE CITY OF ROUND ROCK (OR OTHERS) MUST RELY UPON THE ADEQUACY  
 OF THE WORK OF THE DESIGN ENGINEER(S).

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD  
 SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM  
 TRAFFIC CONTROL DEVICES.:



TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION  
 OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON  
 NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS  
 AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID  
 DOCUMENTS SHALL GOVERN ON THIS PROJECT.



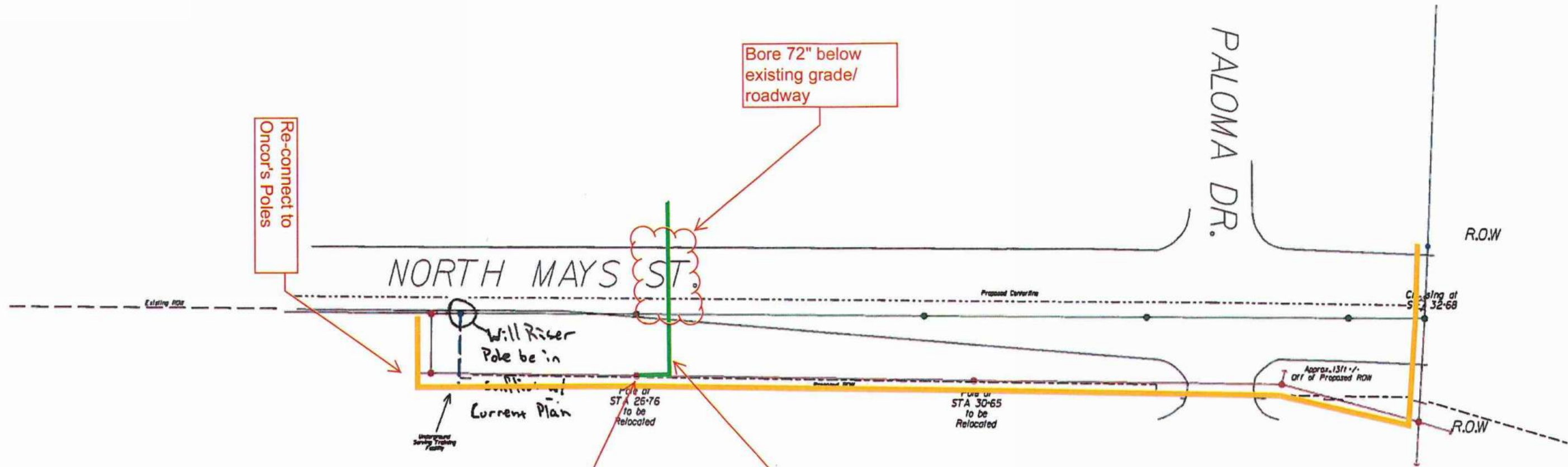
Oncor and Contractors will follow the TXDOT MUTCD for Traffic Control. Oncor will provide erosion protection and environmental permit as required.

Wood poles are less than 36" diameter. Proposed poles in R.O.W. are within 36" of R.O.W. Wood poles are branded with the name "ONCOR".

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

Charter Spectrum Legend

- Proposed OH
- Proposed UG



LEGEND

- Proposed Poles/Downguys
- Poles/Conductor to be removed
- Poles/Conductor to be remain in place

Sheet 1 of 1 WR 3306699

ONCOR ELECTRIC DELIVERY  
Round Rock District

Williamson County  
North Mays Street Extension

Scale: No Scale Date: 10/30/2018

Charter Spectrum Legend

Proposed OH

THIS SHEET

INSTALLED  
6 Poles  
683 Linear Feet of Conductor

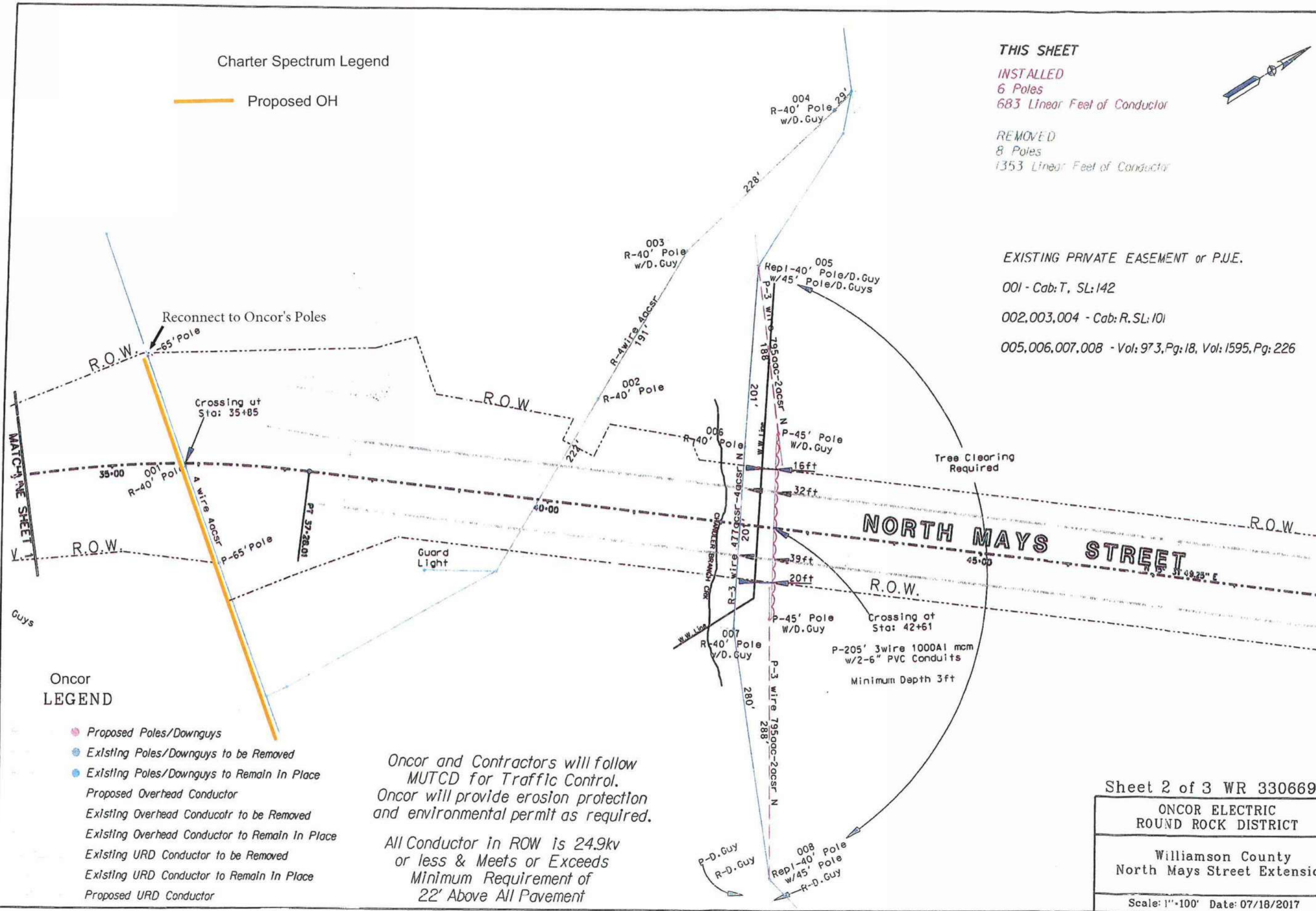
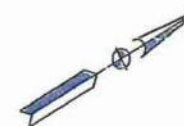
REMOVED  
8 Poles  
1353 Linear Feet of Conductor

EXISTING PRIVATE EASEMENT or P.U.E.

001 - Cab: T, SL: 142

002, 003, 004 - Cab: R, SL: 101

005, 006, 007, 008 - Vol: 973, Pg: 18, Vol: 1595, Pg: 226



Oncor LEGEND

- Proposed Poles/Downguys
- Existing Poles/Downguys to be Removed
- Existing Poles/Downguys 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
- Proposed URD Conductor

Oncor and Contractors will follow MUTCD for Traffic Control. Oncor will provide erosion protection and environmental permit as required.

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

Sheet 2 of 3 WR 3306699

ONCOR ELECTRIC  
ROUND ROCK DISTRICT

Williamson County  
North Mays Street Extension

Scale: 1"=100' Date: 07/18/2017

Charter Spectrum Legend

- Proposed OH
- Proposed UG



THIS SHEET

INSTALLED  
5 Poles  
1046 Linear Feet of Conductor

REMOVED  
8 Poles  
1087 Linear Feet of Conductor

EXISTING PRIVATE EASEMENT or P.U.E.

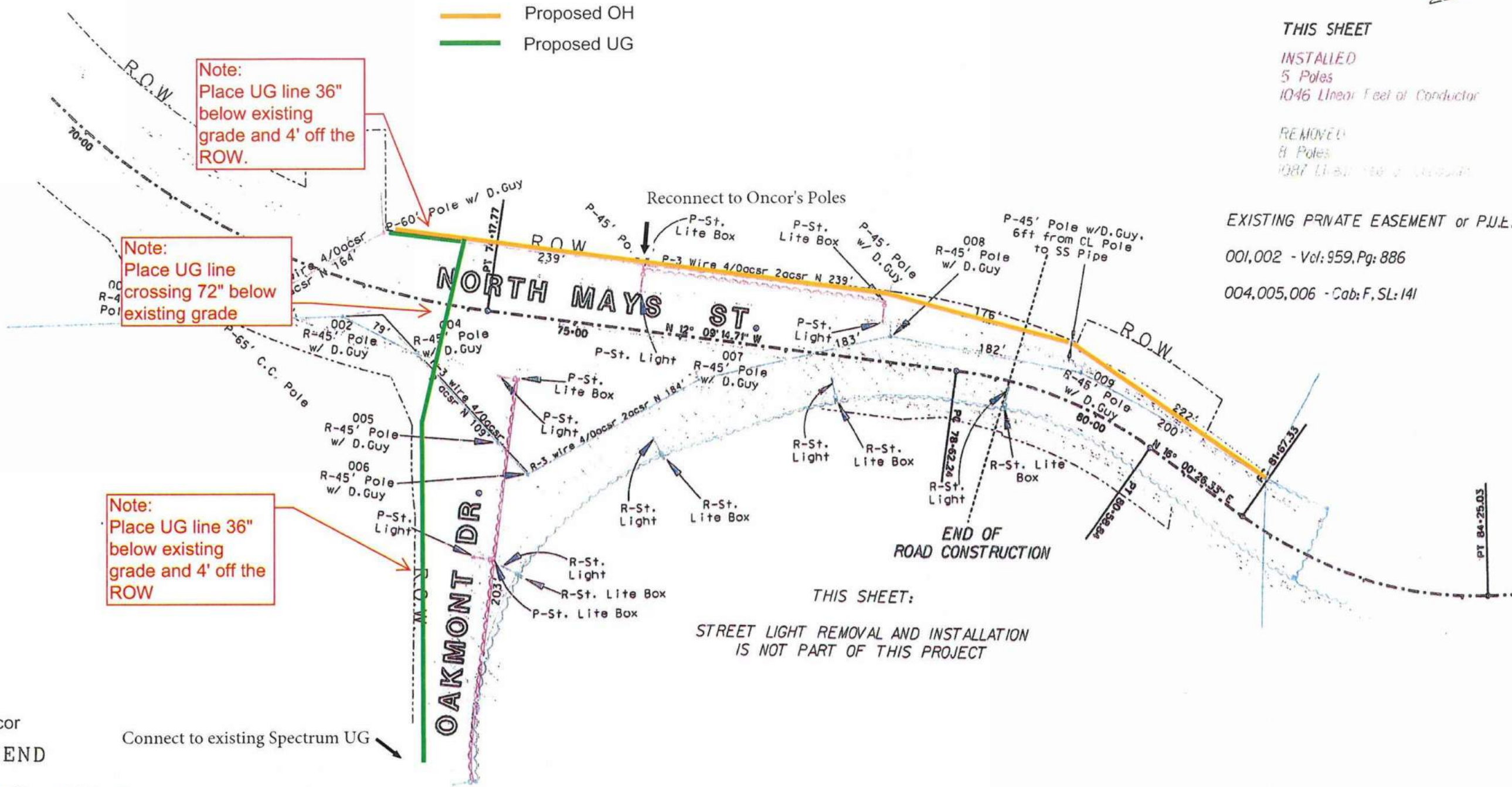
001,002 - Vol: 959, Pg: 886

004,005,006 - Cab: F, SL: 141

Note:  
Place UG line 36"  
below existing  
grade and 4' off the  
ROW.

Note:  
Place UG line  
crossing 72" below  
existing grade

Note:  
Place UG line 36"  
below existing  
grade and 4' off the  
ROW



THIS SHEET:  
STREET LIGHT REMOVAL AND INSTALLATION  
IS NOT PART OF THIS PROJECT

Oncor  
LEGEND

Connect to existing Spectrum UG

- Proposed Poles/Downguys
- Existing Poles/Downguys to be Removed
- Existing Poles/Downguys 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
- Proposed URD Conductor

Oncor and Contractors will follow  
MUTCD for Traffic Control.  
Oncor will provide erosion protection  
and environmental permit as required.

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

Sheet 3 of 3 WR 3306699

ONCOR ELECTRIC ROUND ROCK DISTRICT
Williamson County North Mays Street Extension
Scale: 1"=100' Date: 07/18/2017

**Project Cost**

	<b>Labor Cost</b>		<b>Material Cost</b>		<b>Design Cost</b>
Coax AE	<input type="text" value="16041.61"/>	Coax AE	<input type="text" value="3494.43"/>	Coax AE	<input type="text" value="0"/>
Coax UG	<input type="text" value="18626.24"/>	Coax UG	<input type="text" value="4722.35"/>	Coax UG	<input type="text" value="0"/>
Fiber AE	<input type="text" value="12573.57"/>	Fiber AE	<input type="text" value="15002.56"/>	Fiber AE	<input type="text" value="0"/>
Fiber UG	<input type="text" value="34705.38"/>	Fiber UG	<input type="text" value="1946.49"/>	Fiber UG	<input type="text" value="0"/>
New Wire	<input type="text" value="0"/>	New Wire	<input type="text" value="0"/>		
Re-Wire	<input type="text" value="0"/>	Re-Wire	<input type="text" value="0"/>		
Non Std Labor Cost	<input type="text" value="0"/>	Non Std Material Cost	<input type="text" value="0"/>		
<b>Labor Cost</b>	81946.80	<b>Material Cost</b>	25165.83	<b>Design Cost</b>	0
<b>Total Project Cost</b>	<b>107112.63</b>				

# Material

Code	SubCat	Quantity	Rate	Cost
<b>Totals</b>				
450376-PPC - CONNECTOR, 500 SPLICE (3-PC.),OBS FOR LEGACY CTR 4503	AC	3	8.613	\$25.84
245363-REG - SPLITTER, LINE 2-WAY, W/CRWBR,1.2GHZ 15 AMP, 90V (REG/	UC	2	33.59	\$67.18
450349-PPC - CONNECTOR, 500 PIN (3-PC.),OBS FOR LEGACY CTR 450349-(	AC	16	2.821	\$45.14
222346-000-TWC - AMP, COMPLETE TYPE 3A/T DUAL,18DB RTN 42/53 1002	AC	3	512	\$1,536.00
245363-REG - SPLITTER, LINE 2-WAY, W/CRWBR,1.2GHZ 15 AMP, 90V (REG/	AC	1	33.59	\$33.59
222346-000-TWC - AMP, COMPLETE TYPE 3A/T DUAL,18DB RTN 42/53 1002	UC	1	512	\$512.00
589387-ARM - VAULT, 30X48X36 FIBERGLASS,ASSY, W/POLYMER COVER (;	UF	1	482.2	\$482.20
577827-CHA-TWC - VAULT, 48X36X28 RHINO ENCLOSRE,	UF	1	1032.	\$1,032.30
249918-ANT - TAP, 2-PORT 14DB, MILENIUM,1.2GHZ FIBER DEEP (ANTRONIX	AC	1	14.88	\$14.89
474728-PPC - CONNECTOR, SPLICE BLOCK 2.5	AC	1	9.283	\$9.28
5T1052233-TWC - ENCLOSURE FIBER SPLICE D6 W/6,TRAYS & 6 GROUNDS	UF	1	431.9	\$431.99
451784-PPC - CONNECTOR, 750 PIN (3-PC.),OBS FOR LEGACY CTR 451784-(	AC	1	7.109	\$7.11
452467-PPC - CONNECTOR, 875 SPLICE (3-PC.),OBS FOR LEGACY CTR 4524	AC	1	20.67	\$20.67
5T1052233-TWC - ENCLOSURE FIBER SPLICE D6 W/6,TRAYS & 6 GROUNDS	AF	3	431.9	\$1,295.96
5T1058459-TWC - CONDUIT 4IN SDR 13.5 SMOOTH,TERRA COTTA	UC	1500	2.237	\$3,356.72
800422-000 - FIBER, 288 CNT, ALL-DIELECTRIC,LOOSE TUBE, SGL MODE, DRY	AF	10000	1.370	\$13,706.60
3T1015768-TWC - CABLE 500 P3-T10 UG JCKTD SM,SEE #1000362	UC	2500	0.312	\$781.00
303219-000 - CABLE, .500 AERIAL ALTERNATIVE,RODENT DETER JACKET 40	AC	2500	0.351	\$878.75
451796-PPC - CONNECTOR, 750 SPLICE (3-PC.),OBS FOR LEGACY CTR 4517	AC	1	10.60	\$10.60
245371-REG - SPLITTER, LINE 3-WAY, UNBALNCD,1.2 GHZ 15 AMP, 90V, CRC	AC	1	34.96	\$34.96
500500-000 - ANCHOR, GUY MANTA RAY MR-1,	AC	4	63.15	\$252.60
3T1017084-TWC - STRAND 1/4IN DOMESTIC 2500FT,REEL	AC	2500	0.25	\$625.00
422454-PPC - CONNECTOR, 750 PIN, P3 (2-PC),(OBSOLETE FOR LEGACY CH	UC	1	5.451	\$5.45

**Attachment B**

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

**Estimated Start Date: 9/2/2019**

**Estimated Completion Date: 9/27/2019**

**Attachment C**

**Eligibility Ratio**

**See Attachment "H" for proof of property interest, which is established at 26.64 % eligible.**

### Eligibility Ratio Calculations

Underground (UG) Relocation			
Sheet #	Non- Reimbursable (LF)	Reimbursable (LF)	Subtotal (LF)
1 of 3	336	0	336
2 of 3	0	0	0
3 of 3	425	0	425
Subtotal	761	0	761
Eligibility of reimbursement (UG)			0.00%

= 0 (Reimbursable LF) / 761 (Total LF)

Overhead (OH) Relocation			
Sheet #	Non- Reimbursable (LF)	Reimbursable (LF)	Subtotal (LF)
1 of 3	75	632	707
2 of 3	0	405	405
3 of 3	600	0	600
Subtotal	675	1037	1712
Eligibility of reimbursement (OH)			60.57%

= 1037 (Reimbursable LF) / 1712 (Total LF)

Underground (UG) Relocation Costs				
Item	Labor	Material	Subtotal	
Coax	\$ 18,626.24	\$ 4,722.35	\$	23,348.59
Fiber	\$ 34,705.38	\$ 1,946.49	\$	36,651.87
Subtotal	\$ 53,331.62	\$ 6,668.84	\$	60,000.46

Overhead (OH) Relocation Costs				
Item	Labor	Material	Subtotal	
Coax	\$ 16,041.61	\$ 3,494.43	\$	19,536.04
Fiber	\$ 12,573.57	\$ 15,002.56	\$	27,576.13
Subtotal	\$ 28,615.18	\$ 18,496.99	\$	47,112.17

#### Composite Eligibility Ratio (CER) Calculation

Facility to Be Adjusted	Cost of Adjustment	Individual Eligibility Ratio (IER)	Composite Costs	
UG	\$ 60,000.46	0.00%	\$	-
OH	\$ 47,112.17	60.57%	\$	28,536.99
Subtotal	\$ 107,112.63		\$	28,536.99

= \$60000.46 (UG Costs) x 0% (UG IER)

= \$47112.17 (OH Costs) x 60.57% (OH IER)

<b>CER =</b>	<b>26.64%</b>	= \$28536.99 (Subtotal Composite Costs) / \$107112.63 (Total Costs)
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## **Attachment D**

### **Betterment Calculation and Estimates**

Betterment does not exist in this agreement.

**Attachment E**

**Proof of Property Interest**

SHEET 1. TELLARS

VOL 2003 PAGE 634

Form 50.3200

Non-Exclusive EASEMENT AND RIGHT OF WAY

District: Round Rock  
WA/Proj.: 1669/C3370558  
Grid Ref.: 28320324  
Type: E  
Easement No.:

10283

3ER00228932

THE STATE OF ILLINOIS  
COUNTY OF DUPAGE

KNOW ALL MEN BY THESE PRESENTS:

That TELLARS (TEXAS), Inc., a Texas Corporation of Williamson County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by Texas Utilities Electric Company, a Texas Corporation, P. O. Box 860268, Dallas, Texas 75268-0268, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, a <sup>Non-Exclusive</sup> Easement and right-of-way for overhead and/or underground electric supply and communications lines, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, across, and upon Grantor's land in the David Curry Survey, Abstract No. 135, Williamson County, Texas, more particularly described in deed from Leo Masuire, and others to TELLARS (TEXAS), Inc., a Texas Corporation, dated January 17, 1994, recorded in Volume 187, Page 188, Deed Records said County,

Said overhead electric supply line shall be located on or across said line as shown on EXHIBIT "A" which is attached hereto and made a part hereof.

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area, the right to prevent construction of any and all buildings, structures or other obstructions within right-of-way as shown on attached EXHIBIT "A" which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to the easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the Rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 13th day of November, 1990.

ATTEST: Jeffrey A. Rotter  
Jeffrey A. Rotter  
Assistant Secretary

TELLARS (TEXAS), Inc.

Michael J. Bink  
Michael J. Bink  
President and Director

OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS VOL 2003 PART 655

THE STATE OF TEXAS

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_

known to me to be the person(s) who name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC STATE OF TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_

known to me to be the person(s) who name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC STATE OF TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF TEXAS

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_

known to me to be the person(s) who name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC STATE OF TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATION, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF ILLINOIS

COUNTY OF DUPAGE

BEFORE ME, the undersigned authority, on this day personally appeared Michael J. Birk, President and Director

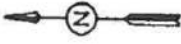
of TELLABS (TEXAS), INC. (Title) known to me to be the person(s) who name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of TELLABS (TEXAS) INC.

and as President and Director thereof, and for the purposes and consideration therein expressed.

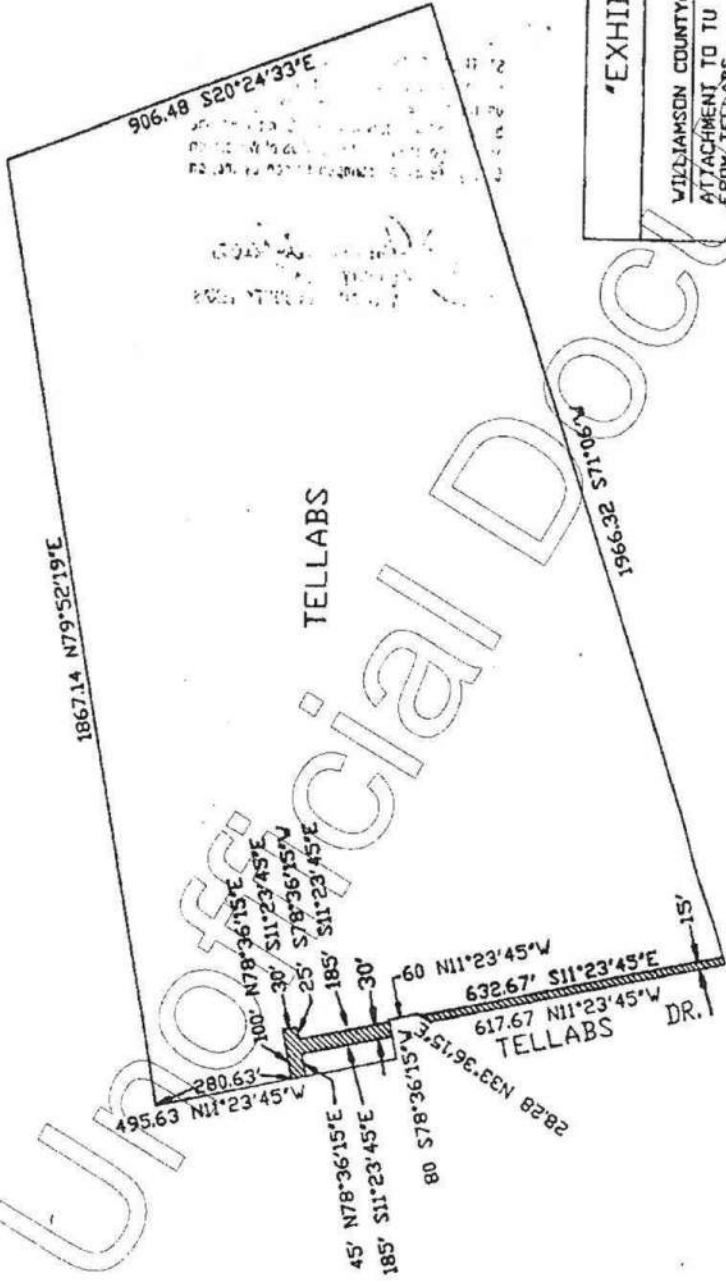
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th day of November, A. D. 1990.

MY COMMISSION EXPIRES \_\_\_\_\_ OFFICIAL SEAL BETH M. HALEVY NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP: 7/27/94 Beth M. Halev Notary Public State of Illinois ILLINOIS

DEBAS L. LITLES, EL PASO COUNTY, TEXAS 75268-0268



SCALE: NONE



'EXHIBIT A'

WILKINSON COUNTY  
 ATTACHMENT TO TU ELECTRIC EASEMENT  
 FROM TELLABS.

3 ER 002289-12

BY: [Signature]

OWNERS INITIALS [Signature] DATE 11/13/12

UNOFFICIAL DOCUMENT

FILED FOR RECORD  
WILLIAMSON COUNTY TEXAS

APR 10 AM 9 27

*James H. [Signature]*

STATE OF TEXAS COUNTY OF WILLIAMSON  
I hereby certify that this instrument was FILED  
on the date and at the time stamped hereon  
by me, and was duly RECORDED in the Volume  
and Page of the named RECORDS of Williamson  
County, Texas, as stamped hereon by me. 00

APR 11 1991



*James H. [Signature]*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

10283  
Williamson County

*Belinda [Signature], &c.  
a Texas Corporation*

*to  
Texas Utilities Electric  
Company*

P. O. Box 660268, Dallas, Texas 75266-0268  
900 pdd

TEXAS UTILITIES ELECTRIC COMPANY  
TEXAS POWER & LIGHT  
WALNUT STATE & BIGHT OF WAY  
P.O. BOX 680268 - RM 1412  
DALLAS, TEXAS 75266-0268

Document  
to  
900 pdd

Sheet 2 / J. Jones

TAYLOR DISTRICT  
Project: #390-444  
Map Ref: 2816-324

THE STATE OF TEXAS )  
COUNTY OF Williamson )

EASEMENT & RIGHT OF WAY

3832

KNOW ALL MEN BY THESE PRESENTS:

That REALTY INVESTMENT JOINT VENTURE, a Texas joint venture partnership acting by and through its duly authorized Managing Partner, JOHN T. JONES, JR.

of Travis County, Texas, hereinafter called "Grantor," whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric distribution line and telephone line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, and the SOUTHWESTERN BELL TELEPHONE COMPANY

an easement and right of way for an electric distribution line, and all necessary or desirable appurtenances, and for a telephone line and appurtenances, upon over and across Grantor's land in the DAVID CURRY

Survey, Abstract No. 130 Williamson County, Texas more particularly described in deed from LEON E. BEHRENS

to REALTY INVESTMENT JOINT VENTURE dated December 23, 1983, recorded in Volume 959 Page 386 Deed Records

of said County.  
Being either a 20 ft. wide or a 10 ft. wide easement located 10 ft. of 5 ft. respectively either side of the described centerline as follows:  
Beginning of 20 ft. wide easement:  
Beginning at a point in a property line dividing the property of grantor and Interstate Highway No. 35. Said property line being the east right of way line of said highway. Said point being N 5° 52' E, 10 ft. from grantors southwest property corner. Thence S 89° 13' E, 450 ft. thence S 50° 48' E, 11.5 to grantor south property line. Same being the north line of Robert L. Bowers, Trustee tract. Thence across said Bowers tract, 60 ft. more or less to grantors line bearing N 39° 20' E for an entry back into grantors property. Thence S 50° 48' E, 133 ft. Thence S 13° 43' E, 403 ft. Thence S 91° 48' E, 311 ft. Thence N 54° 42' E, 429.82 ft. to the beginning of a 10 ft. wide easement. Thence N 73° 16' E, 1345 ft. Thence N 20° 15' W, 903.7 ft. Thence N 20° 12' W, 460.31 ft. Thence N 20° 04' W, 897.69 ft. Thence S 70° 21' W, 652.97 ft. Thence S 68° 13' W, 181.85 ft. Thence S 70° 55' W, 371.12 ft. Thence S 69° 10' W, 171.33 ft. Thence S 65° 14' W, 101.37 ft. Thence S 58° 22' W, 130.35 ft. Thence S 7° 12' W, 19.16 ft. to the beginning of a 20 ft. wide easement. Thence S 37° 56' E, 195.80 ft. Thence S 31° 12' E, 197 ft. Thence S 24° 06' W, 526 ft. Thence S 19° 21' W, 158.13 ft. Thence S 34° 47' W, 61.46 ft. Thence S 17° 07' W, 137.64 ft. Thence S 14° 45' E, 247 (11) ft. Thence S 9° 31' W, 247.78 ft. Thence N 84° 26' W, 377.10 ft. Thence S 5° 52' W, 340.26 ft. to the beginning described centerline bearing S 89° 13' E.

The above described property constitutes no part of my homestead . . . . .

The description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said lines as needed

Grantees shall have the right to erect poles, stubs, and guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of construction, improving, inspecting, maintaining, operating and removing said lines and appurtenances; the right to relocate said lines in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said lines and appurtenances all trees and other obstructions which, in the sole judgment of Grantees, may endanger or interfere with the proper maintenance and operation of said lines.

TO HAVE AND TO HOLD the above described easement and right unto the said Grantees, their successors and assigns, until all said lines shall be abandoned.

EXECUTED this 6th day of February, A.D. 1983

REALTY INVESTMENT JOINT VENTURE  
by John T. Jones, Jr.  
JOHN T. JONES, JR., Managing Partner

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_

Notary Public \_\_\_\_\_ County, Texas

*Sharon Dejean Texas*  
Deputy  
County, Texas

County Clerk \_\_\_\_\_ County, Texas  
by \_\_\_\_\_ Deputy  
Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

REALTY INVESTMENT JOINT VENTURE  
FROM  
Easement and Right of Way  
THE STATE OF TEXAS  
Williamson  
County  
Texas Power & Light Co.  
STATE OF TEXAS  
County

FILED FOR RECORD  
MON FEB - 6 PM 3:01

STATE OF TEXAS COUNTY OF WILLIAMSON  
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

FEB 7 1984



*James S. Bagleton*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

3832

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS

County of TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared

JOHN I. JONES, JR. Managing Partner (Title)

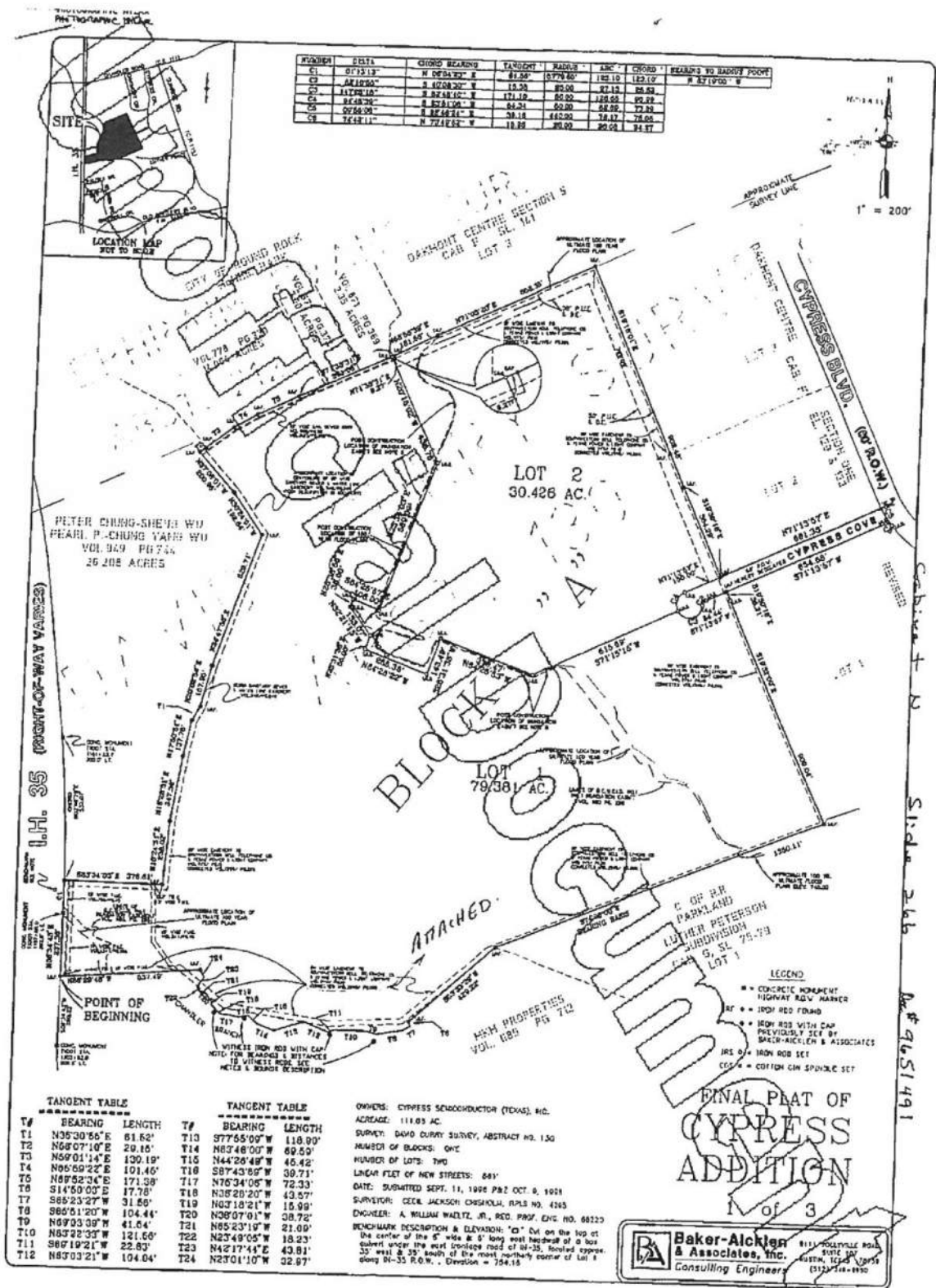
of REALTY INVESTMENT JOINT VENTURE, a Texas joint venture partnership, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said joint venture partnership

and as its Managing Partner thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of February, A. D. 1984.

*Dorothy V. Eudgens*  
Notary Public Travis County, Texas  
**Dorothy V. Eudgens**

SHEET 2 VISAS  
P 226



NUMBER	BEARING	CHORD BEARING	TANGENT	RADIUS	ARC	CHORD	BEARINGS TO RADII FOOT
C1	S 71° 21' 30" E	N 0° 54' 30" E	81.56	8779.85	182.10	182.10	N 82° 19' 00" W
C2	S 41° 20' 00" E	S 41° 20' 00" E	13.36	82.00	82.12	82.12	
C3	S 11° 20' 00" E	S 11° 20' 00" E	171.10	82.00	182.00	182.00	
C4	S 74° 20' 00" E	S 74° 20' 00" E	84.24	82.00	82.12	82.12	
C5	S 74° 20' 00" E	S 74° 20' 00" E	84.24	82.00	82.12	82.12	
C6	S 74° 20' 00" E	S 74° 20' 00" E	84.24	82.00	82.12	82.12	

TANGENT TABLE

T#	BEARING	LENGTH
T1	N35°30'55"E	81.62'
T2	N58°07'10"E	29.16'
T3	N59°01'45"E	139.19'
T4	N56°59'22"E	101.46'
T5	N87°52'34"E	171.38'
T6	S14°50'03"E	17.78'
T7	S85°23'27"W	31.85'
T8	S65°12'07"W	104.44'
T9	N67°03'39"W	41.54'
T10	N83°22'33"W	121.60'
T11	S67°19'21"W	22.83'
T12	N87°03'21"W	104.04'

TANGENT TABLE

T#	BEARING	LENGTH
T13	S77°55'00"W	118.00'
T14	N87°48'00"W	89.50'
T15	N44°28'49"W	45.42'
T16	S87°43'59"W	39.71'
T17	N75°34'05"W	72.33'
T18	N38°28'20"W	43.57'
T19	N63°18'21"W	15.99'
T20	N38°07'01"W	38.72'
T21	N65°23'19"W	21.09'
T22	N2°49'05"W	18.23'
T23	N42°17'44"E	43.81'
T24	N27°01'10"W	32.87'

OWNERS: CYPRESS SUBDIVISION (TEXAS), INC.  
ACREAGE: 111.85 AC  
SURVEY: DAVID CURRY SURVEY, ABSTRACT NO. 130  
NUMBER OF BLOCKS: ONE  
NUMBER OF LOTS: TWO  
LINEAR FEET OF NEW STREETS: 681'  
DATE: SUBMITTED SEPT. 11, 1996 P&E OCT. 6, 1993  
SURVEYOR: CECIL JACKSON CHRISTIAN, RPLS NO. 4365  
ENGINEER: A. WILLIAM WAELTZ, JR., REG. PROF. ENG. NO. 68223  
BENCHMARK DESCRIPTION & ELEVATION: "C" ON THE TOP OF THE CENTER OF THE 5" WIDE & 8" LONG WEST HEADSTAP OF A BOX SIGN UNDER THE WEST SIDEWALK ROAD OF I.H. 35, ROUTED APPROX. 35' WEST & 35' SOUTH OF THE MOST NORTHERLY CORNER OF LOT 1, ZONE 14-33 P.O.M. - Elevation = 754.18

- LEGEND
- CONCRETE MONUMENT
  - HIGHWAY ROAD MARKER
  - IRON ROD FOUND
  - IRON ROD WITH CAP PREVIOUSLY SET BY SACKIN-ARCELLEN & ASSOCIATES
  - IRON ROD SET
  - COPPER CEN. SPUNKY SET

**Baker-Aicklen & Associates, Inc.**  
Consulting Engineers  
1111 HOLLYVILLE ROAD  
SUITE 100  
DUSTY, TEXAS 75749  
(512) 218-1930

Slide 266 A-9651491

**Attachment F**

**Wilco – U-80A – Joint Use Agreement**

## Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-North Mays Phase I – Charter Spectrum

THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

County: Williamson  
Road Location: North Mays Extension  
Phase I: From Paloma Dr. to Oakmont.

**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 16 day of August, 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 Troy T. Smith Jr  
Authorized Signature

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

Title: Construction Supervisor

Title: Williamson County Judge

Date: 8.16.19

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

RECEIVED

HNTB CORPORATION  
ROUND ROCK



08/20/2019

LETTER OF TRANSMITTAL

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

Date: August 20, 2019  
CobbFendley Job: 1703-011-03 Task 06  
Re: Williamson County – North Mays Extension

Charter Spectrum Agreement Package

ATTENTION: Eddie Church 512-527-6723

WE ARE SENDING YOU THE FOLLOWING VIA: Hand delivered

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

QUANTITY	
5	North Mays Extension – Charter Spectrum Agreement Package

PURPOSE OF TRANSMITTAL:

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

Mr. Church:  
Please see the attached Charter Spectrum's Agreement Package for the above project. We have reviewed and approved the agreement in the amount of \$28,536.80 (total relocation cost \$107,112.63; 26.64% eligibility ratio).  
  
If you have any questions, please let me know.  
  
Thank you,

Copy To File

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

SIGNED   
Brad Carabjal, Project Engineer