

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 17th day of November, 2016, by and between Charter Spectrum (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain (Installation of new fiber and attached to Oncors' new poles locations place guy wires, anchors and facilities equipment attached to the new poles) (herein called Facilities).

WHEREAS, County desires to construct proposed CR 110 South: From US 79 to 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:

- Charter Spectrum relocation consist of: installation on new fiber and attached to Oncor's new poles location place guy wires, anchors and facilities equipment attached to the new poles.
- County will reimburse Utility for engineering services, inspection services, internal cost and construction cost. (Eligible items based off the Williamson County Vendor Policy)
- Upon completion of Project, Utility will provide an as-built drawing of the relocation to the 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 5760 LF along with apparatus defined as Work = \$ 17,093.00

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.

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: Chapter Spectrum
Name of Utility

By: 
Authorized Signature

Jerry Doyle
Print or Type Name

Title: Manager

Date: 11-17-16

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____

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

UTILITY

Utility: Chapter Spectrum
Name of Utility

By [Signature]
Authorized Signature

Jerry Doyle
Print or Type Name

Title Manager

Date 11-17-16

WILLIAMSON COUNTY

By [Signature]
Authorized Signature

Dan A. Gattis
Print or Type Name

Title Williamson County Judge

Date 12-08-2016

Attachment A

Plans, Specifications, and Estimated Costs

PROJECT INFORMATION

Location Name: CTX - Austin Function Area: Construction
 Project Name: RLO B TX CTX C R 110 WILLIAMSON CO RELO
 CPR Group: Blanket Job/ DOCK #:
 Line of Business: Other Residential Project Driver: Replacement - Identified
 Project Type: Forced Relocate BW/Fiber Activity: 860 MHz
 CPR Type: New Existing Bandwidth: < 750 MHz

	Miles	Cost Per
Aerial	0.00	
Underground	0.00	
Total		
	Passings	Cost Per
Aerial		
Underground		
Installation		
Total		

GLID	Project #	ID	Product	Dept	Res Cat	Sub Cat
This will be assigned by BP Group			90	922	PRELO	Multiple

Project Justification

FORCED RELO

ROI/IRR % - Funds are required to construct new plant for residential or commercial passings at the CR 110 in WILLIAMSON CO. This project includes .50 miles of new aerial plant, 0.11 miles of new underground plant and 0.5 miles of fiber overlash. This project is scheduled to complete on 12/15/2016 Project is requested by PETE NAVEJAS Total cost per passing of \$

LEAVE BLANK

PURCHASE INFORMATION

			Contract Labor	In-House Labor not required	Materials	Freight	Reimbursement	Total
PRELO								
Make Ready - Aerial	A11	922	3,800	✓				3,800
Strand & Hardware - Aerial	A12	922	65	✓	1,279			1,344
Splicing & Electronics - Aerial	A13	922		✓				
Fiber New Construction - Aerial	A14	922	5,760	✓	761			6,525
Coaxial New Construction - Aerial	A15	922						
Fiber Overlash - Aerial	A17	922			4,704			4,704
Coaxial Overlash - Aerial	A18	922						
UG								
Make Ready - UG	U11	922		✓				
Hardware - UG	U12	922	688	✓				688
Splicing & Electronics - UG	U13	922	33	✓				33
Fiber New Construction - UG	U14	922						
Coaxial New Construction - UG	U15	922						
Fiber Overlash - UG	U17	922						
Coaxial Overlash - UG	U18	922						
INSTL								
NO INSTALL		922						
Total			10,345	✓	6,747			17,093

APPROVALS

Requester Information		Required Approvals	Date
Name:	PETE NAVEJAS		
Title:	CONSTRUCTION COORDINATOR		
Phone:	512-748-1601		
Signature:	11/10/2016		

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".

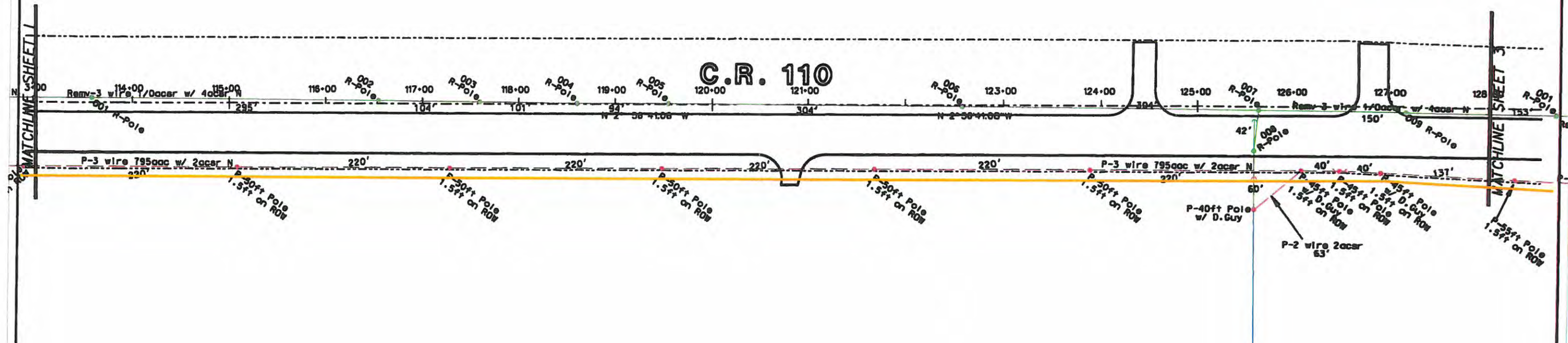
All Conductor in ROW is 24.9kv
 or less & Meets or Exceeds
 Minimum Requirement of
 22' Above All Pavement.

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

THIS SHEET

INSTALLED
 9 Poles
 1600 Linear Feet of Conductor

REMOVED
 9 Poles
 1454 Linear Feet of Conductor



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

EXISTING EASEMENTS

001,002,003: V: 282,P: 435
 004,005,006,007,009: V: 282,P: 433
 008: V: 489,P: 277

CHARTER SPECTRUM LEGEND

PROPOSED OVERHEAD CABLE TO
 RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY

Scale: 1"=100' Date: February 2016

Sheet 2 of 8 WR 3285901

ROUND ROCK DISTRICT

WILLIAMSON COUNTY
 C.R. 110 ROAD WIDENING

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

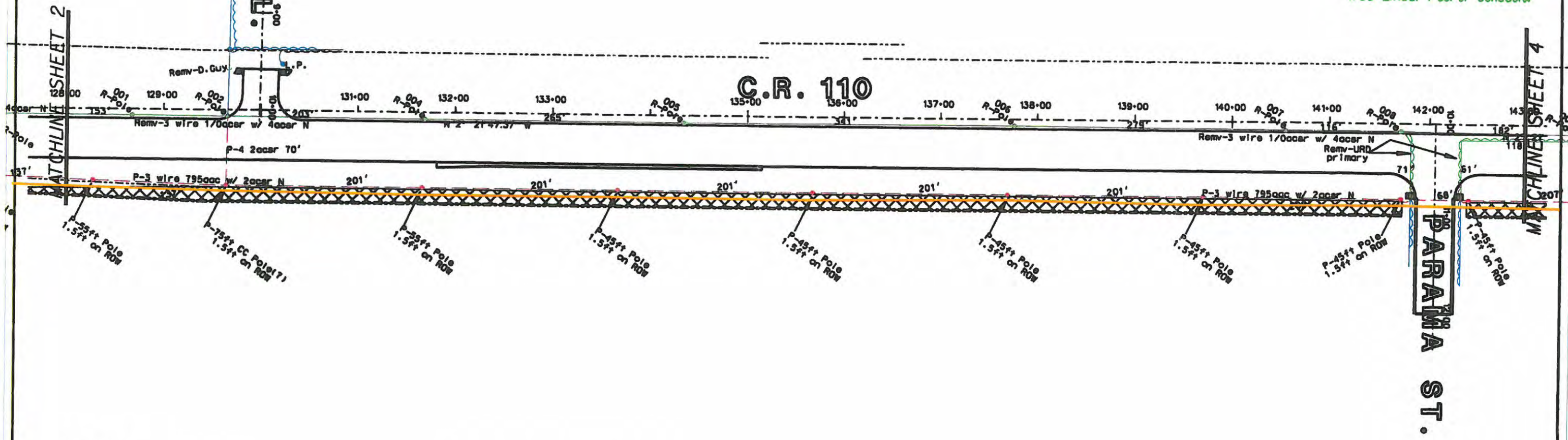
All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name
 "ONCOR".

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

THIS SHEET

INSTALLED
 9 Poles
 1488 Linear Feet of Conductor

REMOVED
 7 Poles
 1789 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguis
- Existing Poles/Downguis to be Removed
- Existing Poles/Downguis 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

001,002,004,005,006,007,008: V:282,P:433

CHARTER SPECTRUM LEGEND

— PROPOSED OVERHEAD CABLE TO
 RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY Scale: 1"=100' Date: February 2016	Sheet 3 of 8 WR 3285901
	ROUND ROCK DISTRICT
WILLIAMSON COUNTY C.R. 110 ROAD WIDENING	

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

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

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 R.O.W.

THIS SHEET

INSTALLED

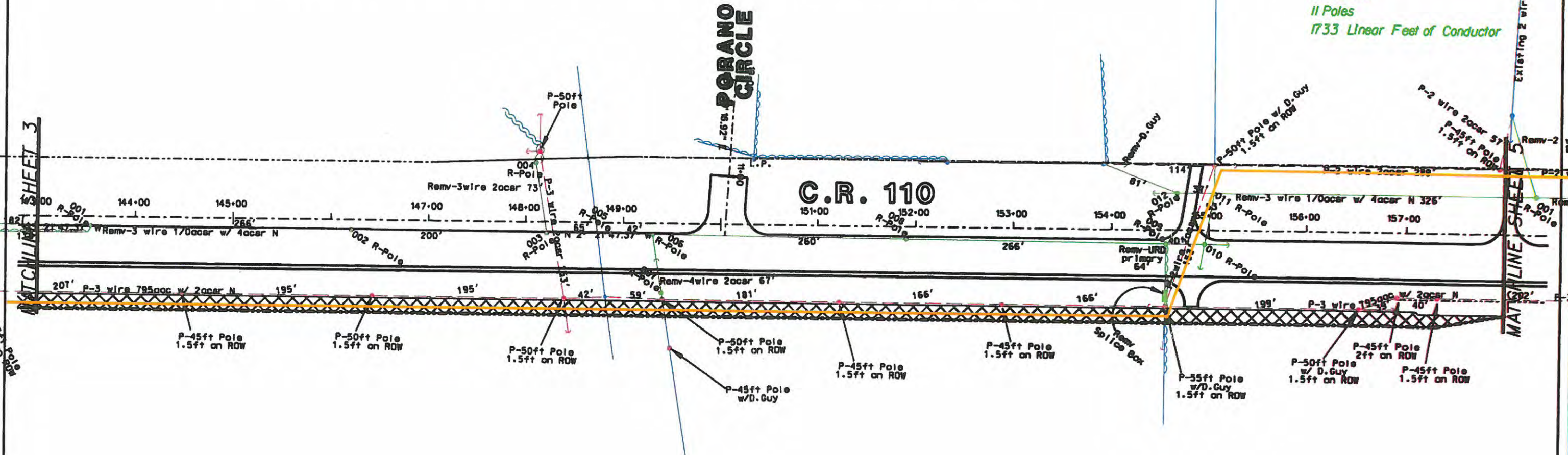
14 Poles

2255 Linear Feet of Conductor

REMOVED

11 Poles

1733 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguis
- Existing Poles/Downguis to be Removed
- Existing Poles/Downguis 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

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

007: Doc: 2015003378

011,012: V:1286,P:167

CHARTER SPECTRUM LEGEND

PROPOSED OVERHEAD CABLE TO
RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY

Scale: 1"=100' Date: February 2016

Sheet 4 of 8 WR 3285901

ROUND ROCK DISTRICT

WILLIAMSON COUNTY
C.R. 110 ROAD WIDENING

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

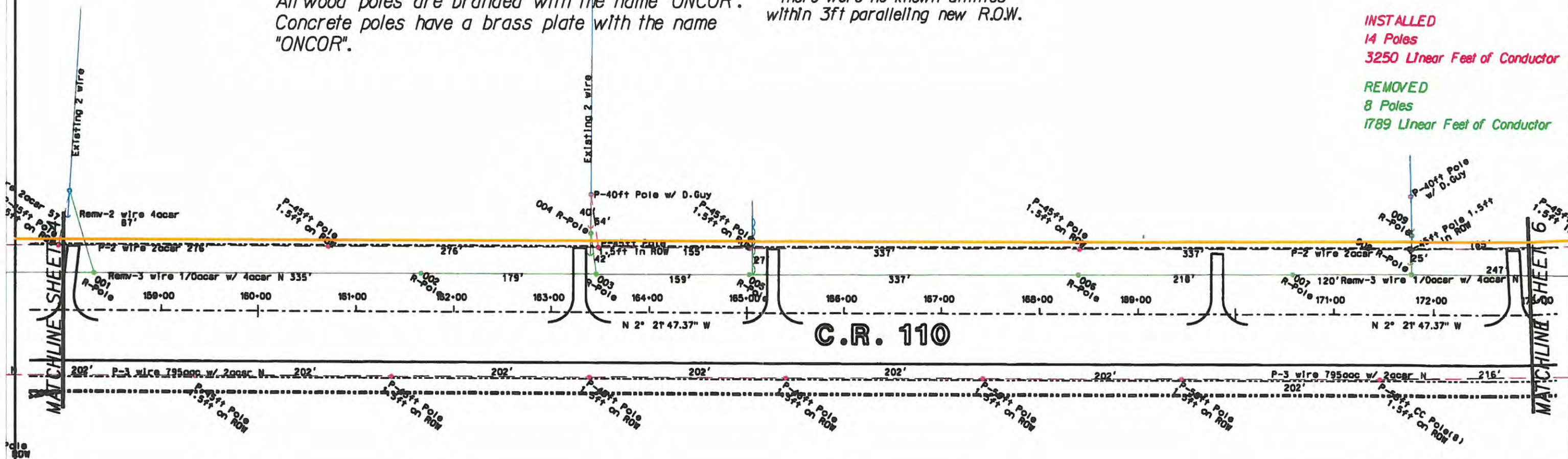
All wood poles are branded with the name "ONCOR". Concrete poles have a brass plate with the name "ONCOR".

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

THIS SHEET

INSTALLED
14 Poles
3250 Linear Feet of Conductor

REMOVED
8 Poles
1789 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguy
- Existing Poles/Downguy to be Removed
- Existing Poles/Downguy 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

001,002,003,005,006,007,008: V:1286,P:167

009: V:1126,P:320

CHARTER SPECTRUM LEGEND

PROPOSED OVERHEAD CABLE TO RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY

Scale: 1"=100' Date: February 2016

Sheet 5 of 8 WR 3285901

ROUND ROCK DISTRICT

WILLIAMSON COUNTY
C.R. 110 ROAD WIDENING

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

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

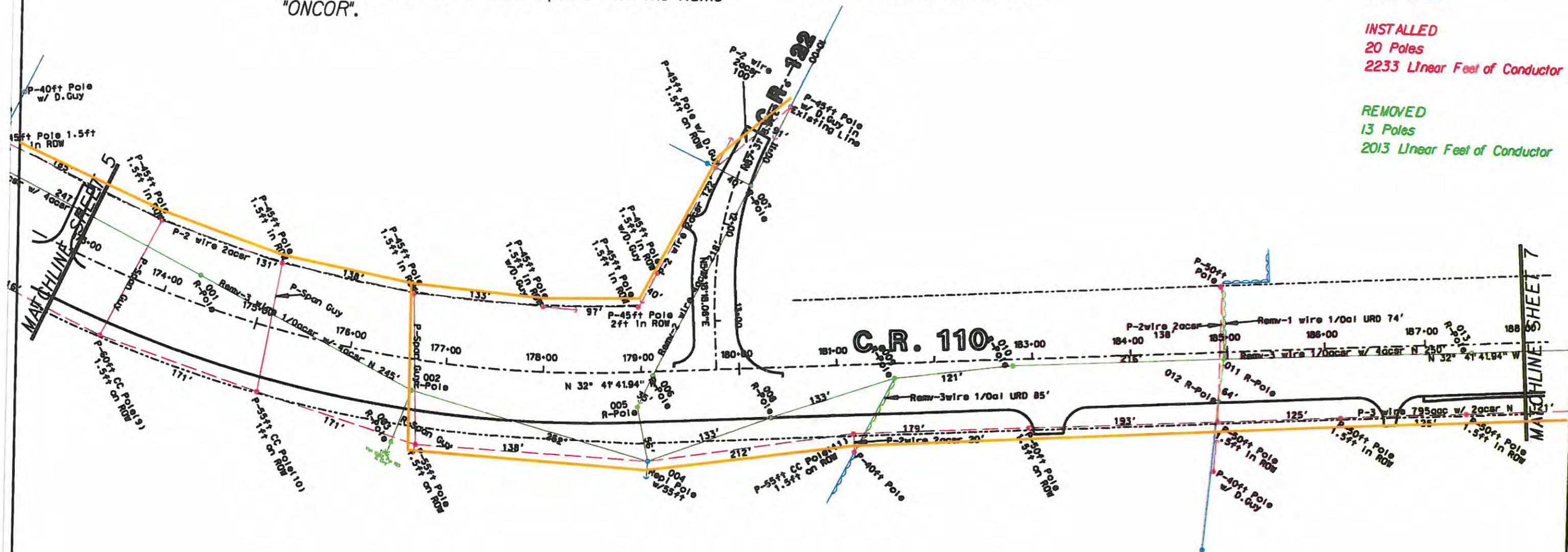
All wood poles are branded with the name "ONCOR".
Concrete poles have a brass plate with the name
"ONCOR".

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

THIS SHEET

INSTALLED
20 Poles
2233 Linear Feet of Conductor

REMOVED
13 Poles
2013 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguy
- Existing Poles/Downguy to be Removed
- Existing Poles/Downguy 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 EASEMENT

001,002: V:1286, P:167

012: Doc: 2011000556

CHARTER SPECTRUM LEGEND

PROPOSED OVERHEAD CABLE TO
RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY

Scale: 1"=100' Date: February 2016

Sheet 6 of 8 WR 3285901

ROUND ROCK DISTRICT

WILLIAMSON COUNTY
C.R. 110 ROAD WIDENING

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 or less & Meets or Exceeds
 Minimum Requirement of
 22' Above All Pavement.

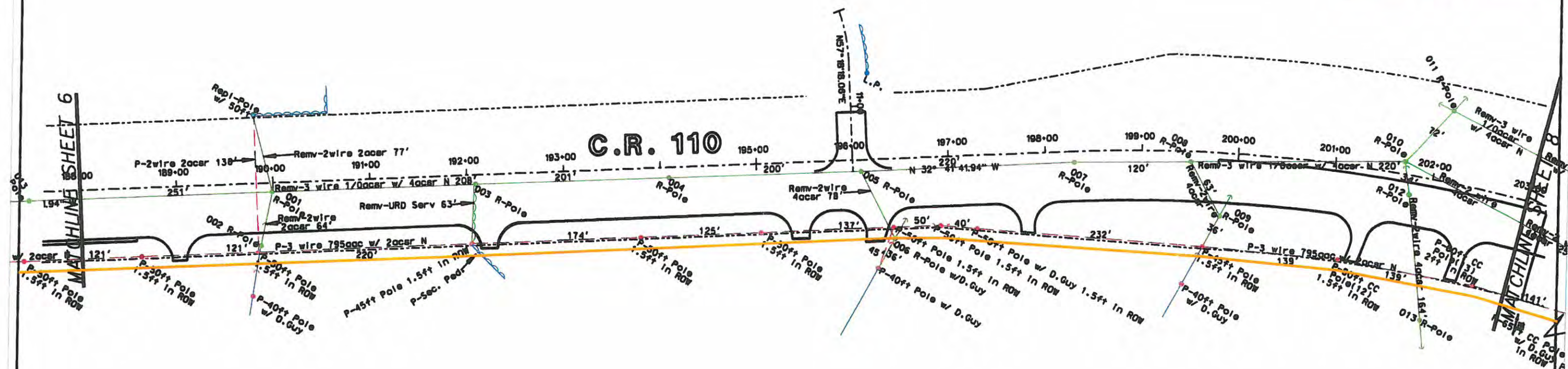
All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name
 "ONCOR".

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

THIS SHEET

INSTALLED
 15 Poles
 1679 Linear Feet of Conductor

REMOVED
 14 Poles
 2044 Linear Feet of Conductor



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

EXISTING EASEMENTS

- 002: V:710,P:192
- 006: V:702,P:771
- 009: V:702,P:775
- 011: V:1168,P:232

CHARTER SPECTRUM LEGEND

PROPOSED OVERHEAD CABLE TO
 RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY
 Scale: 1"=100' Date: February 2016

Sheet 7 of 8 WR 3285901

ROUND ROCK DISTRICT

WILLIAMSON COUNTY
C.R. 110 ROAD WIDENING

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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.



THIS SHEET

INSTALLED

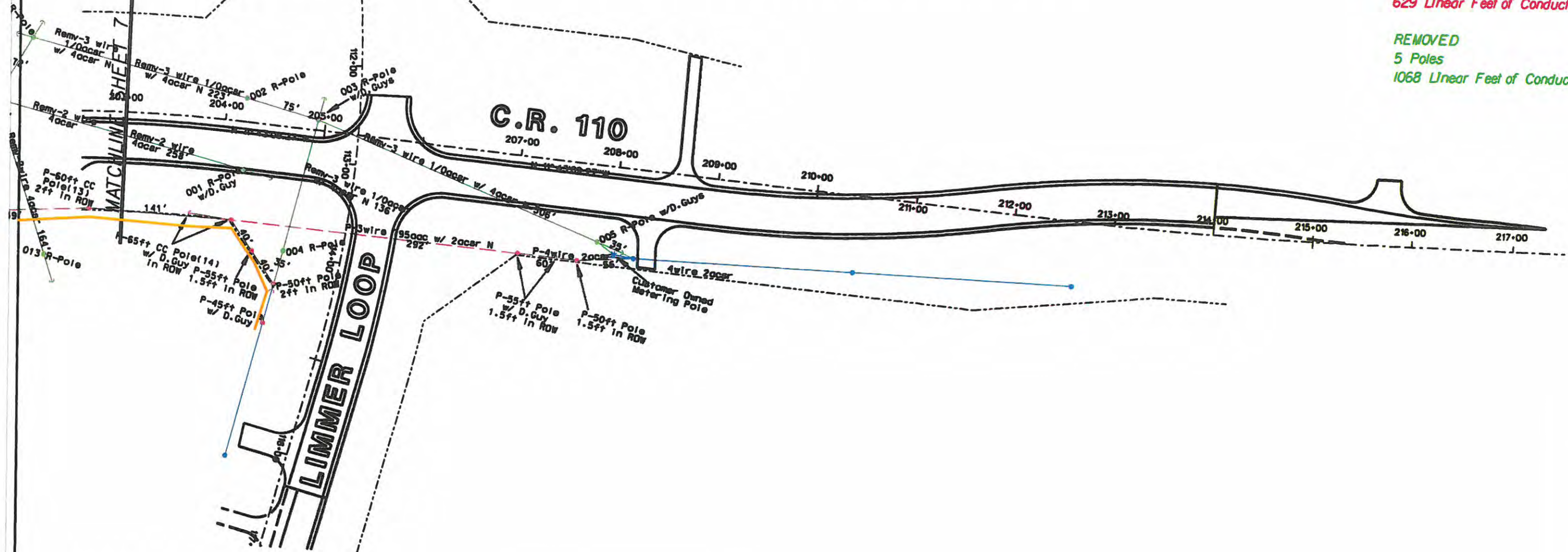
6 Poles

629 Linear Feet of Conductor

REMOVED

5 Poles

1068 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguy
- Existing Poles/Downguy to be Removed
- Existing Poles/Downguy 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: 2004061437

004: V:702,P:797

005: Doc: 2004061438

CHARTER SPECTRUM LEGEND

- PROPOSED OVERHEAD CABLE TO RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY

Scale: 1"=100' Date: February 2016

Sheet 8 of 8 WR 3285901

ROUND ROCK DISTRICT

WILLIAMSON COUNTY
C.R. 110 ROAD WIDENING

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 30 days after notice that Oncor has relocated

Estimated Completion Date: duration of relocation will take 60 days

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

LETTER OF TRANSMITTAL

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

Date: November 21, 2016
CobbFendley Job: 1403-088-03
Re: CR 110 South
Charter Spectrum Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other _____

QUANTITY	DESCRIPTION
5	Charter Spectrum's Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval
☐ As Requested

☐ For Your Use
☐ For Review & Comment

Received

NOV 21 2016

HNTB Corporation
Round Rock

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 \$17,093.00.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED



Melissa Horn, Principal