

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

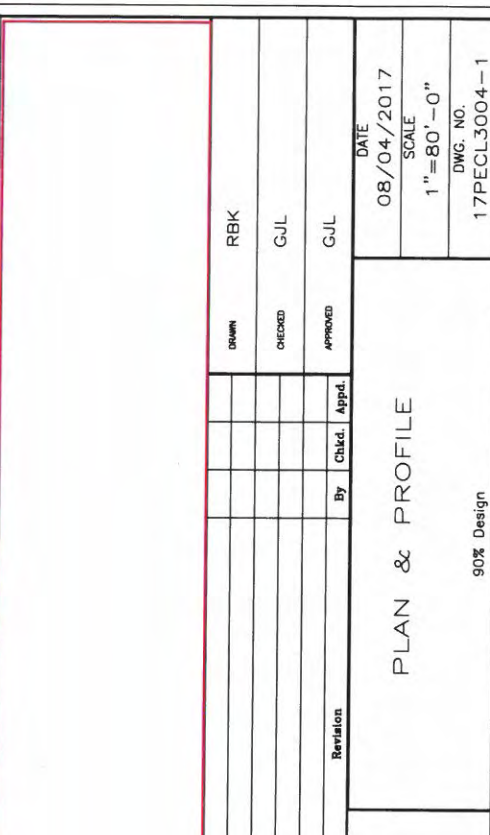
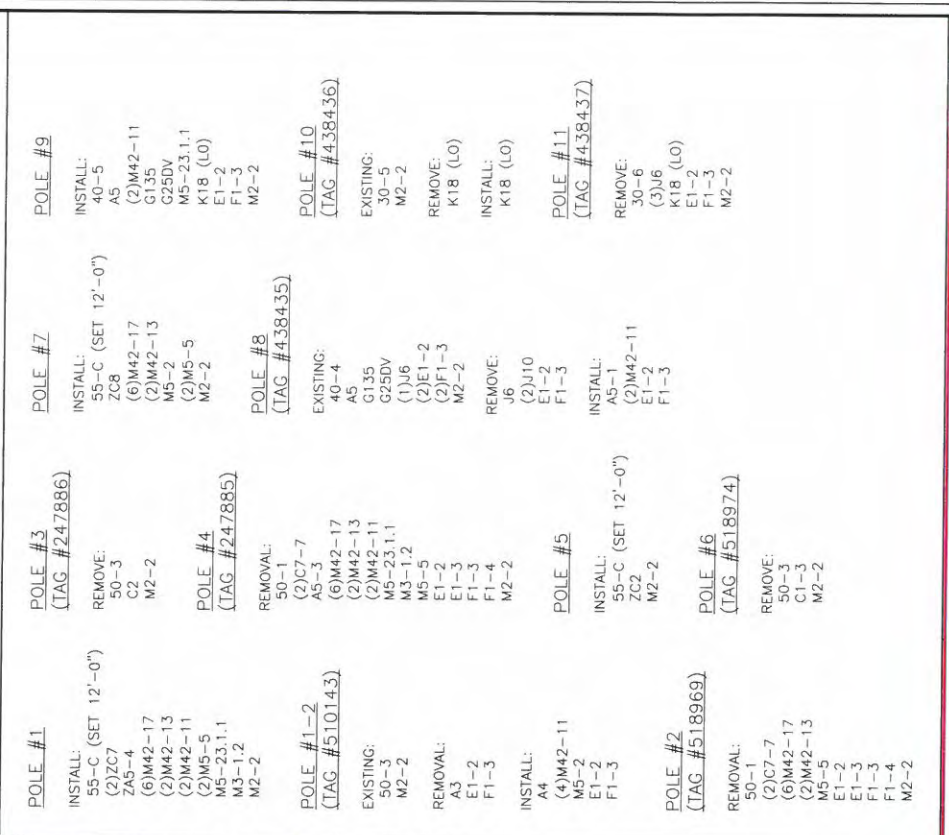
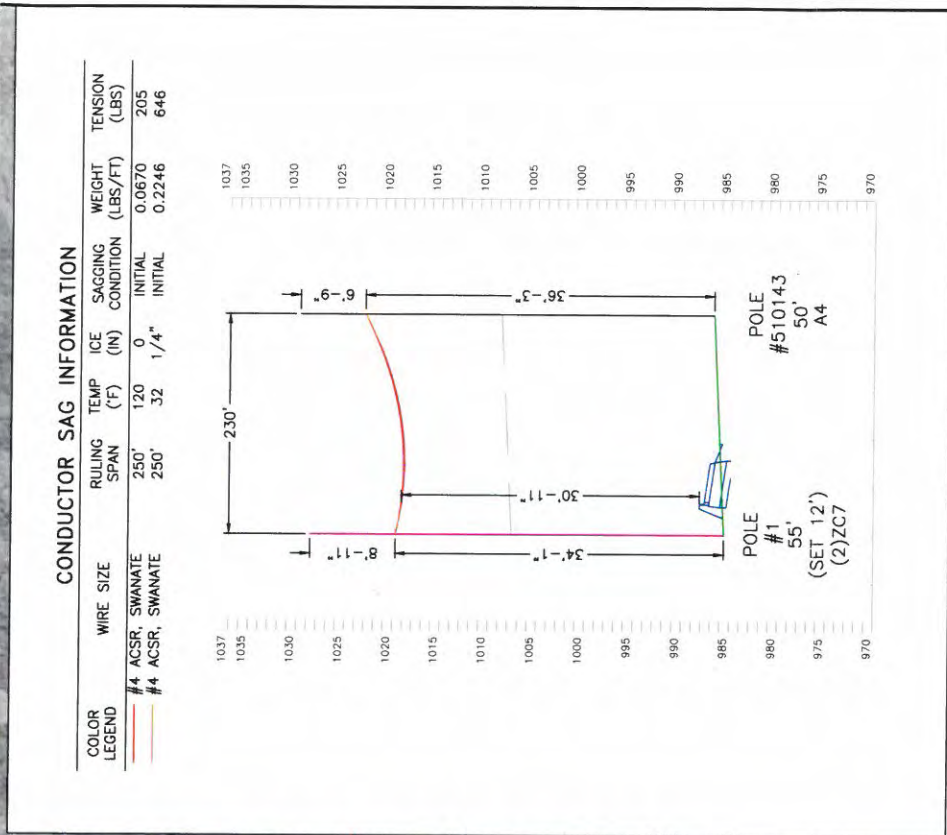
Bill Gravell Jr.
Print or Type Name






Title: Williamson County Judge

Date: 6/11/19

Attachment A

Plans, Specifications, and Estimated Costs



SYMBOLS	
	EXISTING
	NEW
	REMOVAL
POLE	
	STREET LIGHT
	OVERHEAD TRANSFORMER

CR 176 AND RM 2243

Job Cost Estimates

Job Cost Estimate Total Cost : \$6,309.41

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

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

6574

FILED FOR RECORD
MAY 10 5 6 1964

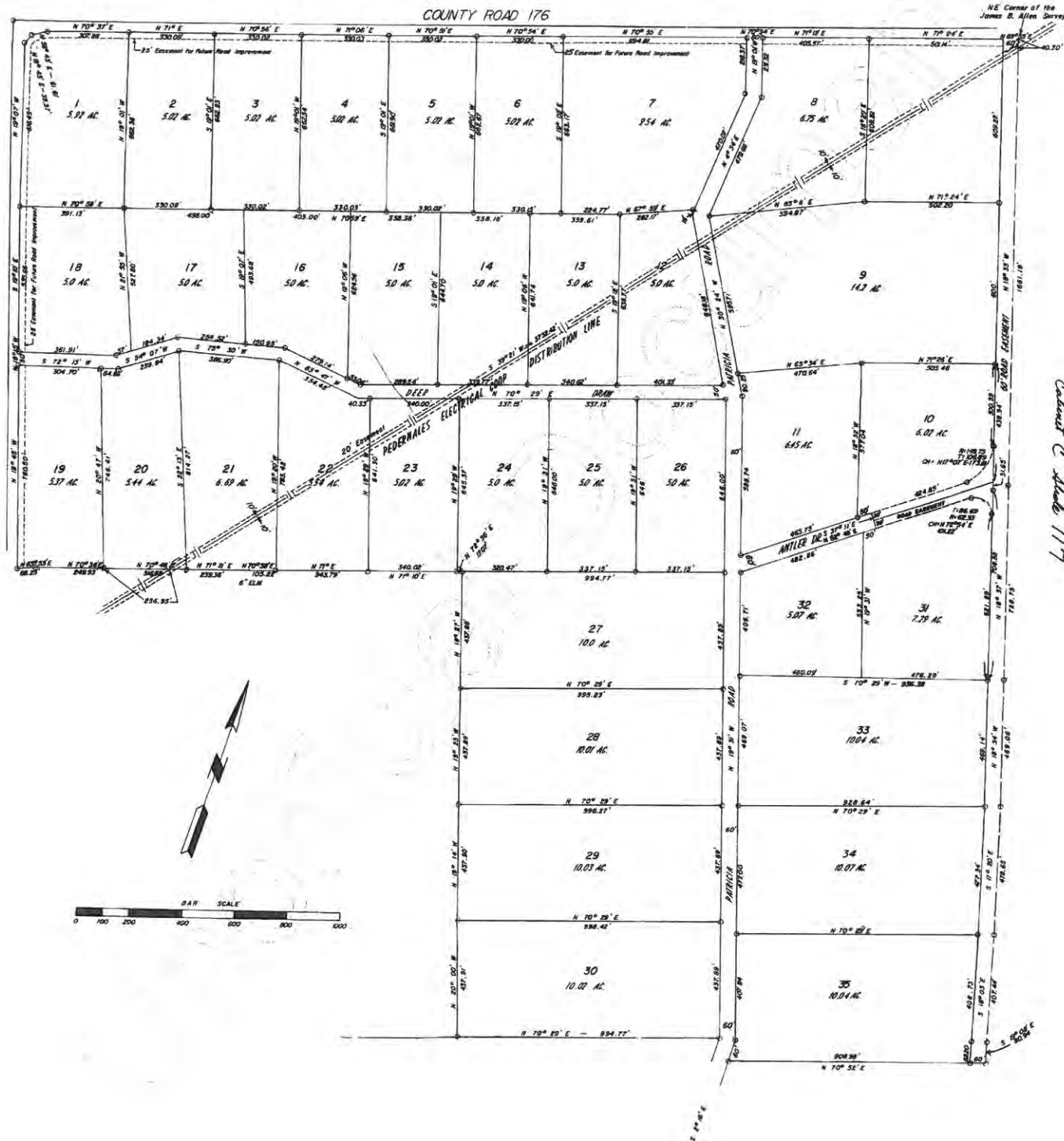
DICK CERVENKA
Chief County Agent, Williamson Co., Tex.
By Conrad, Drake-Reuter

See Resub of Lot 2, Cab. F, 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. 257
- Resubdivision part Lot 41 Cabinet L, Slides 147 & 148 diled 8-24-94

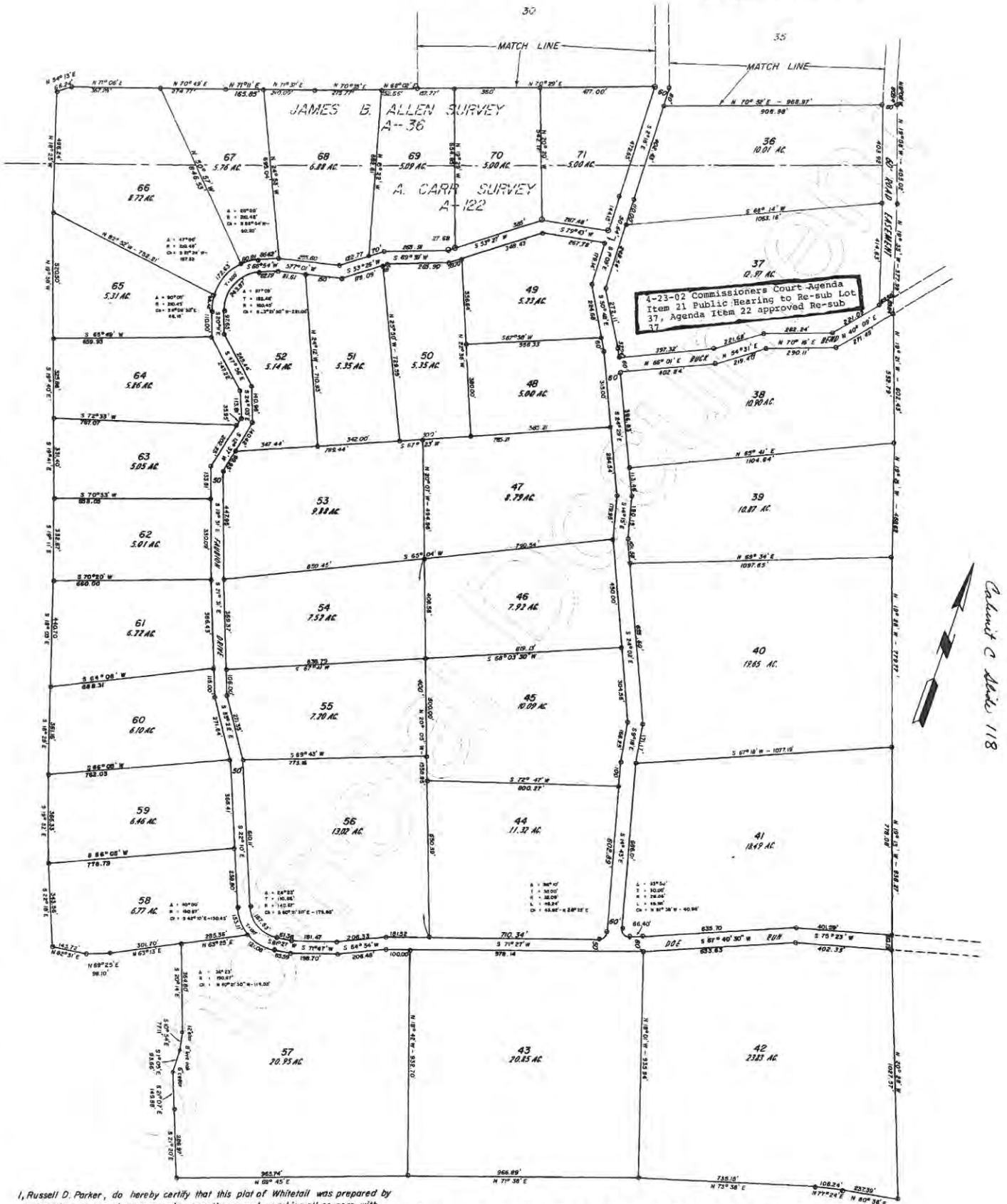
Vacation Lot 40 7/26/94,
COMMISSIONERS COURT MINUTES
Vol. 66, Pg. 808



Cabinet C slide 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

EXHIBIT B

WHITETAIL
RESTRICTIONS

- A. The property hereby conveyed shall be used for residential purposes only and no part of the property shall be used for any other purpose or for carrying on a trade or profession. No residence trailers or mobile homes shall be allowed. No old houses shall be moved in without the prior written consent of the Architecture Control Committee. Used lumber may be used for construction only after the prior consent of the Architecture Control Committee is obtained.
- B. The property shall not be divided or resubdivided or cut into smaller parcels or tracts unless such resubdivision shall be expressly approved in writing by the Architecture Control Committee hereinafter named. Under no circumstances shall any resubdivision ever be approved unless all tracts resulting from such resubdivision contain at least an area two (2) acres in size. No subdivision shall be approved unless the property is divided into one single family dwelling shall be erected on any one tract. If any resubdivision of the property is permitted by the Architecture Control Committee, the creation of adequate utility easements will likewise be a prerequisite to the approval of any such resubdivision.
- C. No building shall be nearer than 50' to the road upon which property abuts and no nearer than 20' to any of the other property lines. Fences placed forward of the front of any residence shall require the approval of the Architecture Control Committee.
- D. Permanent residences constructed on the subject property shall have a living area of no less than one thousand five hundred square feet (1,500 square feet) exclusive of garages, carports, and porches. Separate garage buildings, servants' quarters of one story or a one-story guest house must be of all new material and must be of equal construction and design as the main residence. Any variation from this restriction must have prior written approval of the Architecture Control Committee.
- E. Temporary or prefabricated residences may be permitted on tracts designated as "Investment Tracts" provided the prior written approval of the Architecture Control Committee is obtained. The Architecture Control Committee shall have full jurisdiction over rules and regulations governing temporary residences, and the written approval of any such structure will be mandatory. In no case shall any such structure be erected or placed on the property before any recreational vehicle or camper is stored or parked on the property. "Investment Tracts" shall be defined for the purposes of this covenant as tracts containing seven (7) or more net acres.
- F. Any lodge or residence constructed on the property shall have a three place bathroom, a kitchen sink and drain field acceptable to Seller; the kitchen shall have a minimum of one kitchen sink and all plumbing is to be installed in keeping with good plumbing practices. No outside toilets shall be permitted.
- G. In the event of the installation of septic-tank soil-absorption sewage-disposal system, the property shall be inspected and approved by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of the Williamson County Health Department. Written certification by inspecting agency that said installation is within said recommendations shall be presented to Seller by Buyer prior to occupancy of premises.
- H. Outside wall area of permanent residences shall have a minimum of fifty per cent (50%) masonry construction consisting of brick, ledge-stone, fieldstone, or native type of stone veneer.
- I. No hogs will be allowed and it is agreed by Buyer herein he will keep said tract in a clean and orderly manner at all times. If this is not done and

Cabinet C Slide 120

- a complaint is filed against Owner by a majority of tract owners owning land within 500 feet of this tract, Seller shall have the right to clean said tract and add such cost to the remaining balance on this contract and to charge ten per cent (10%) per annum interest thereon.
- J. The keeping of animals, livestock or poultry other than those that can be classified as household pets shall be governed by the Architecture Control Committee. With prior written approval of the Architecture Control Committee a limited number of livestock, excluding hogs, may be kept for personal pleasure or hobby, the variety and number of which shall be at the sole and exclusive option of the Architecture Control Committee. No more than one (1) animal per one (1) acre will be authorized by the Architecture Control Committee.
- K. Buildings, fences, equipment and housing to be used by such animal's must be approved by the Architecture Control Committee. Said premises where said animals are located must be maintained in such a manner that no nuisances or other things are created or maintained. If the premises where such animals are located are not so maintained and a complaint is filed concerning said condition by a majority of the tract owners owning land within 500 feet of the tract in question, the Architecture Control Committee shall have the right to cause such work to be performed and the cost of such work shall be charged against the owner of the tract and the condition placed on the tract may be added to the deed and the deed shall be subject to the conditions of said Committee. If it seems advisable, after ten (10) days notice in writing to the owner of said tract by certified mail return receipt requested, shall be held harmless by owner from any and all liability incident to such conduct.
- L. No tract shall be used or maintained as a dumping ground for rubbish, trash, kitchen refuse, or other material. No junk or wrecking yards shall be located on any tract. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any tract. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered, and shall be allowed only so long as Seller in its best and sole judgment deems such storage to be in the best interest of the property.
- M. No firearms shall be discharged, except shotguns may be used for bird shooting and skeet or trap shooting on tracts designated as "Investment Tracts." Other explosives will not be discharged on the premises.
- N. No building shall be erected, placed or altered on any lot until the construction plan specifications and plan showing the location of the structure have been approved by the Architecture Control Committee as to the quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevation. At the same time of the delivery of the plan and specifications, owner shall also deliver a plat plan on said tract showing exact location of the structure and easements reflecting set back and other information that may be desired by the committee.
- O. Seller hereby appoints an Architecture Control Committee of Patricia Crum Morris, M. G. Whitlow, Russell O. Parker, Bruce Luckie, and Tom E. Nelson, Jr. The committee shall have the right to elect or designate a successor. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Said committee shall be empowered to consider requests for variances from the restrictions contained herein and to grant same if found by the committee to be desirable

- from the standpoint of balancing the needs of the applicant with the needs of all owners within the subdivision to meet satisfactory quality of the subdivision plan or scheme of development of said land. Said committee is hereby empowered to relocate easements anywhere within said subdivision provided that in the case of utility easement, utility companies have not already installed utilities.
- P. These restrictions are to run with the land until January 3000, and extend automatically for additional periods of 10 years each, unless the owners of a majority of the tracts in Whitehall through a duly recorded written instrument or instruments amend or cancel the same.
- Q. All covenants and restrictions shall be binding upon the Purchaser, his successors, assigns, and said covenants and restrictions are for the benefit of all tract owners.
- R. Invalidation of any one of these covenants or restrictions by judgment of any court shall in no wise affect any of the other provisions which shall remain in full force and effect. Such restrictions may be changed only by a majority of the owners of the tracts in said subdivision, with each tract carrying one vote, not counting fractional tracts.

Adm 121

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 "WHITEWALL" 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.

[Signature]
C. L. CHANCE, COUNTY JUDGE

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

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 CORRYWICK, County Clerk
Williamson County, Texas
Deputy

[Signature]

Submit

State 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 Cron Morris
PATRICIA CRON MORRIS, PRESIDENT

ATTEST:

Tom E. Nelson, Jr.
Tom E. Nelson, Jr., Secretary

THE STATE OF TEXAS: I
COUNTY OF TRAVIS: I

BEFORE ME, the undersigned authority, on this day personally appeared PATRICIA CRON 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 ST 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 3rd day of November, 2015.

Irma S. Diaz
(Signature)

Irma S. Diaz
(Print Name)

(Signature)

(Print Name)

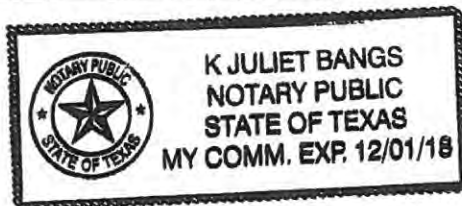
(NOTARIZE ON BACK)

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 3rd 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

(25)
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

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

By [Signature]
Authorized Signature

Title: AVP, FIELD OPERATIONS

Date: May 17, 2019

Williamson County

By Bill Gandy
Authorized Signature

Title: Williamson County Judge

Date: 6/11/19

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

A blue ink signature of Michael Andrews, written in a cursive style.

Michael Andrews, Utility Specialist