

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: Bill Gravell Jr
Authorized Signature

Bill Gravell Jr.
Print or Type Name

Title: Williamson County Judge

Date: 8/27/19

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 I

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

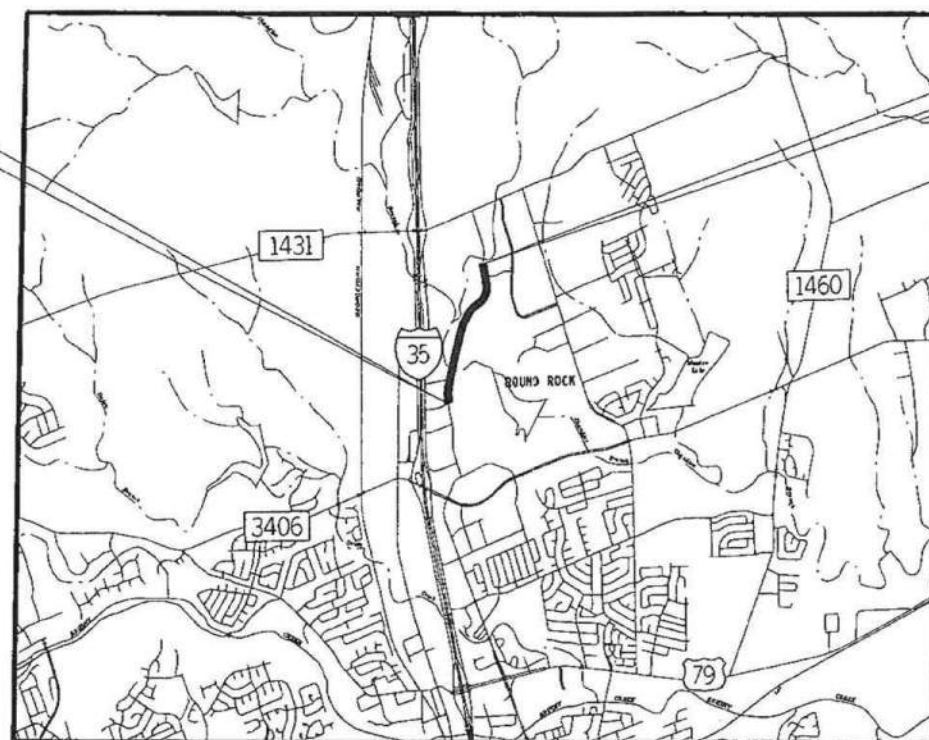
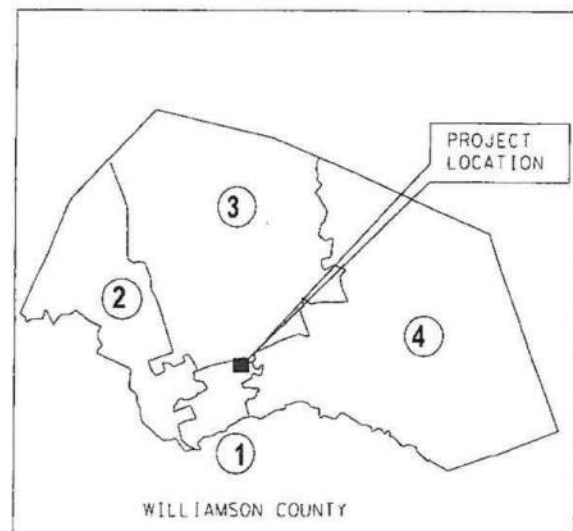
90%
SUBMITTAL

BEGIN PROJECT
STA. 30+04.61

END PROJECT
STA. 79+15.29

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."



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.
PROJECT MANAGER

DATE

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
WILLIAMSON COUNTY JUDGE

DATE

APPROVED BY:
WILLIAMSON COUNTY

LISA BERKMAN
WILLIAMSON COUNTY COMMISSIONER,
PRECINCT 1

DATE

APPROVED BY:
HNTB CORPORATION

RICHARD L RIDINGS, PE
ROAD BOND MANAGEMENT TEAM

DATE

APPROVED BY:
CITY OF ROUND ROCK

GARY HUDDER
TRANSPORTATION DIRECTOR

DATE

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.

LJA Engineering, Inc. 
FRN-F-1365

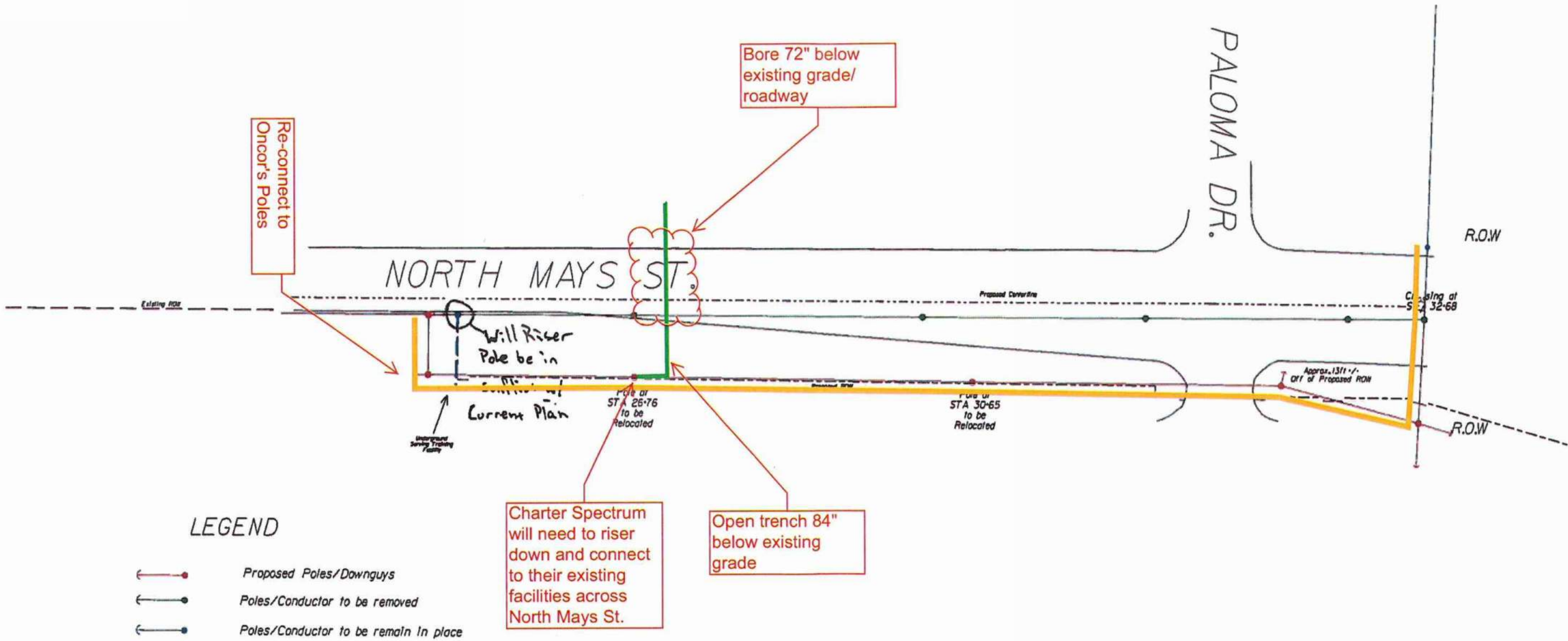
Oncor and Contractors will follow the TXDOT MUTCD for Traffic Control. Oncor will provide erosion protection and environmental permit as required.

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/Downgangs
- 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

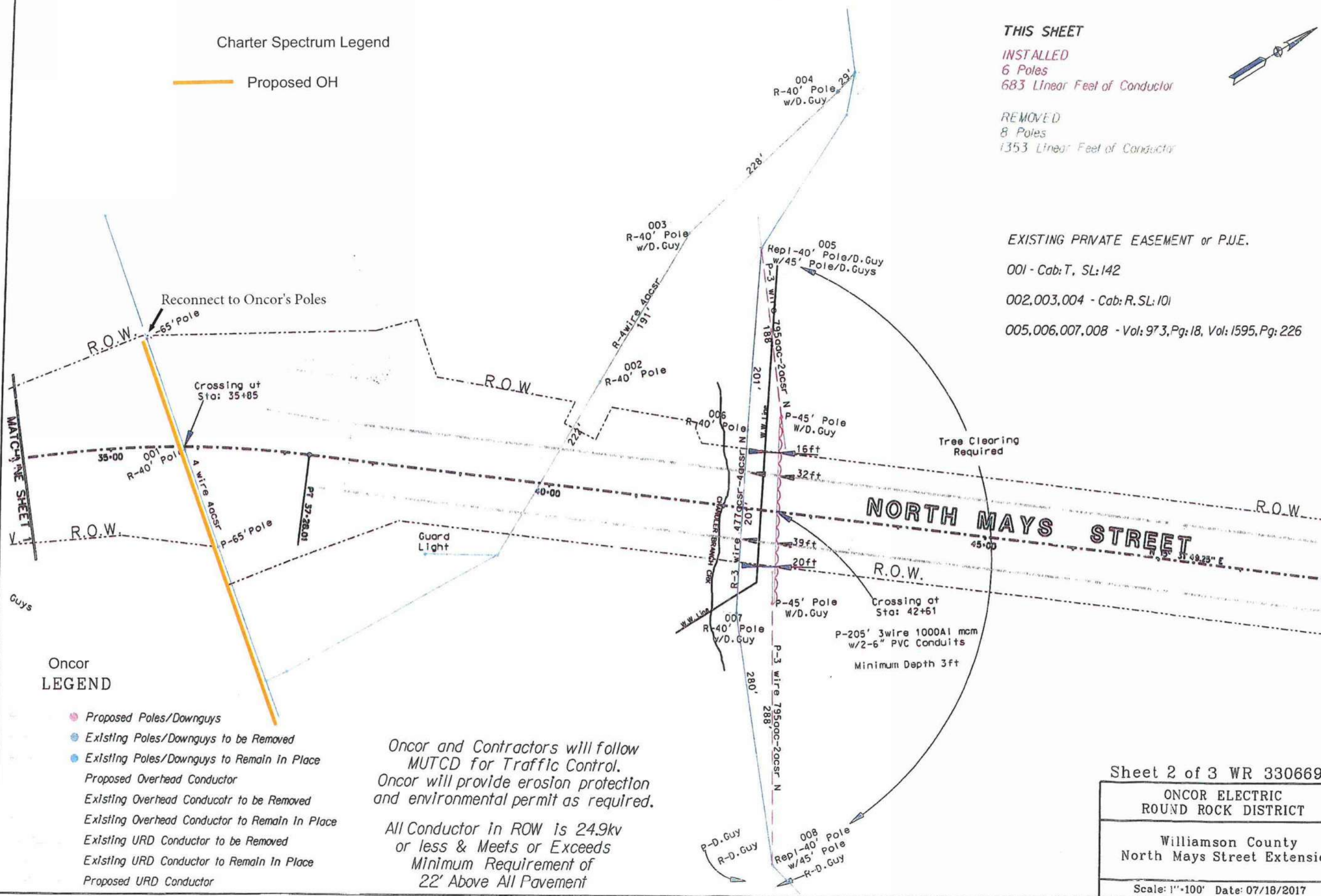
1353 Linear Feet of Conductor

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



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

NORTH MAYS ST.

OAKMONT DR.

END OF
ROAD CONSTRUCTION

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

Labor Cost		Material Cost		Design Cost	
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"/>		
Labor Cost	81946.80	Material Cost	25165.83	Design Cost	0
Total Project Cost	107112.63				

Material					
Code	SubCat	Quantity	Rate	Cost	
Totals					\$25,165.83
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-C	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 (C	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-C	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)

CER = 26.64% = \$28536.99 (Subtotal Composite Costs) / \$107112.63 (Total Costs)

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

SHEET 1. TELLADE

VOL 2003 PAGE 634

Form 50.3206

Non-Exclusive
EASEMENT AND RIGHT OF WAY

District: Round Rock
WA/Proj.: 1469/CJ370558
Grid Ref.: 28320324
Type: E
Easement No.: 10283

3ER00228932

THE STATE OF ILLINOIS
COUNTY OF DUPAGE

KNOW ALL MEN BY THESE PRESENTS:

That TELLADE (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 ^{Non-Exclusive} ~~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 Maguire, and others to TELLADE (TEXAS), Inc., a Texas Corporation, dated January 17, 1984, 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, on 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

TELLADE (TEXAS), Inc.

Michael J. Bink
Michael J. Bink
President and Director

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS VOL 2003 PAGE 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

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 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 TELLARS (TEXAS), INC.

(Title)

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 TELLARS (TEXAS) INC.

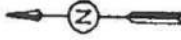
and as President and Director thereof, and for the purposes and consideration therein expressed.

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

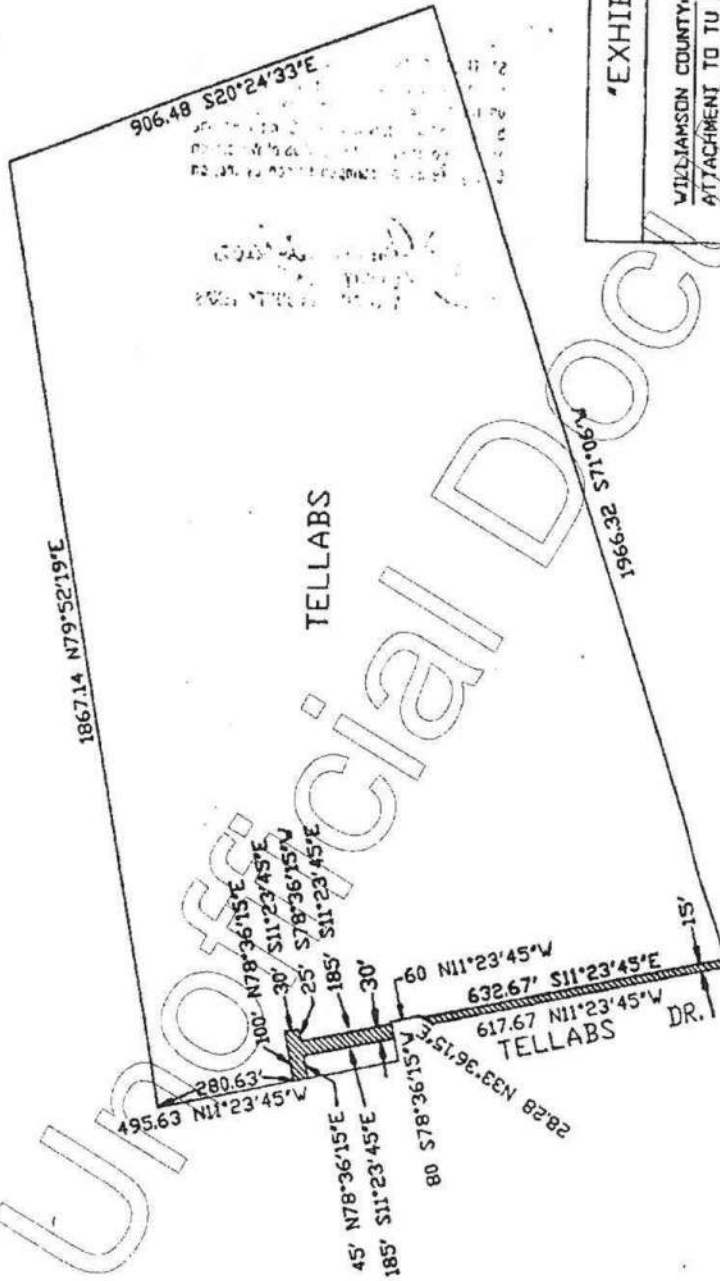
MY COMMISSION EXPIRES _____

OFFICIAL SEAL
BETH M. HALEVY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. 7/27/94

NOTARY PUBLIC STATE OF ILLINOIS



SCALE: NONE



"EXHIBIT A"

WILKINSON COUNTY,
ATTACHMENT TO TU ELECTRIC EASEMENT
FROM TELLABS.

3 ER 002289-12

BY TELLABS, JR.

OWNERS INITIALS DATE

[Signature] 11/13/12

FILED FOR RECORD
WIL 11-11-11

1991 APR 10 AM 9 27

James H. [illegible]

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

APR 11 1991



James H. [illegible]
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

10283
Williamson County

*Delada (Sue), &c.
a Texas Corporation*

*Lea Utilities Electric
Company*

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

TEXAS UTILITIES ELECTRIC COMPANY
TEXAS POWER & LIGHT
REAL ESTATE & RIGHT-OF-WAY
P.O. BOX 680268 - RM 1412
DALLAS, TEXAS 75266-0268

EASEMENT & RIGHT OF WAY

TAYLOR DISTRICT

Project: #390-444

Map Ref: 2816-324

THE STATE OF TEXAS)

COUNTY OF Williamson)

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.

Grantees shall have the right to erect as needed poles, as needed stubs, and as needed 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

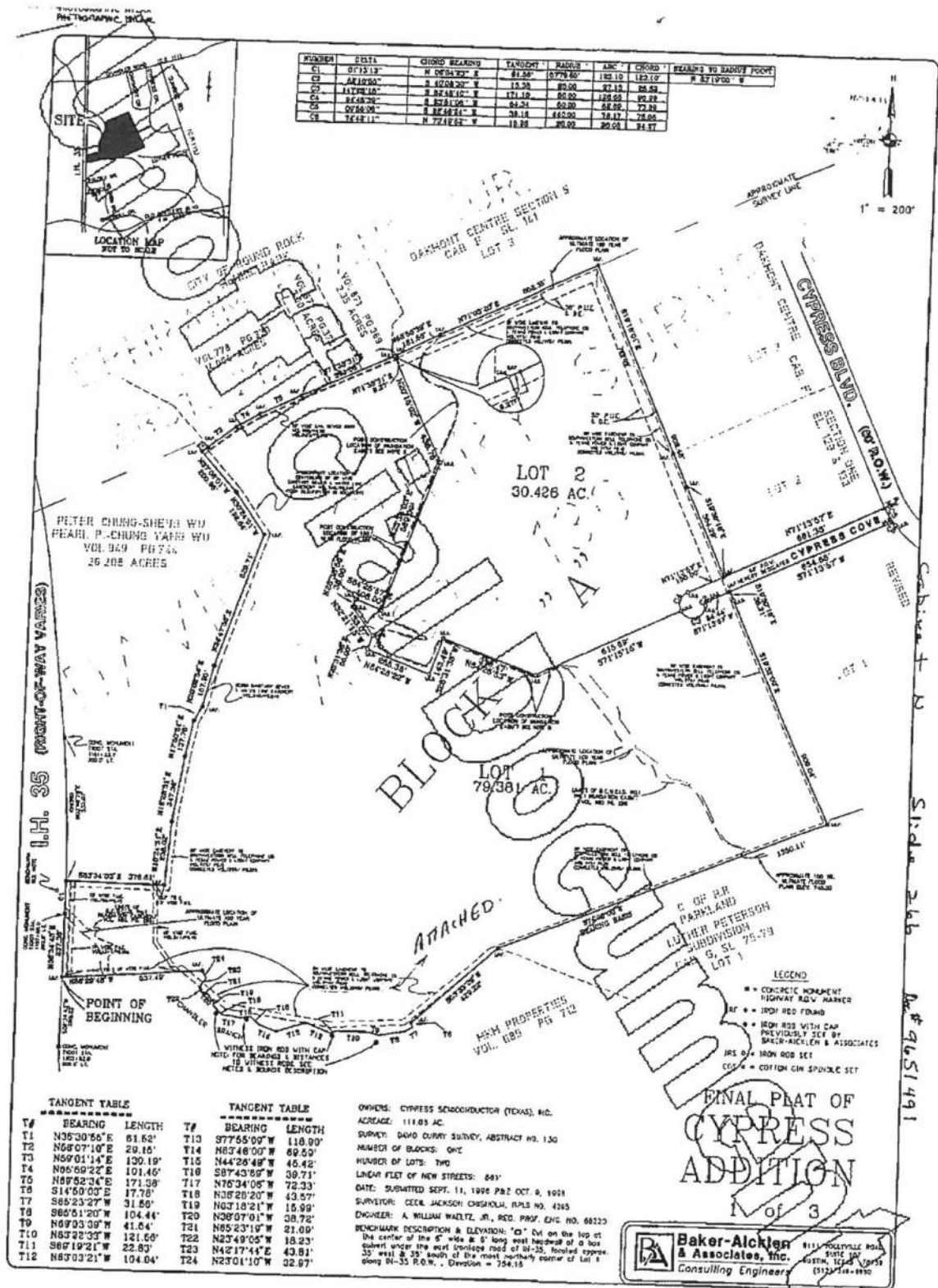
A.D. 1983

REALTY INVESTMENT JOINT VENTURE

by John T. Jones, Jr.
JOHN T. JONES, JR., Managing PartnerOFFICIAL RECORDS
WILLIAMSON COUNTY TEXAS

Dorothy V. Eudgens

SHEET 2 VISAS
P 726



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

By Troy T. Smith Jr
Authorized Signature

Title: Construction Supervisor

Date: 8.16.19

Williamson County

By Bill J. J. J.
Authorized Signature

Title: Williamson County Judge

Date: 8/27/19

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