

EXHIBIT

"A"



City of Round Rock
RM 620 Agreement
Page 1

STANDARD UTILITY AGREEMENT

County: Williamson
Federal Project No.: N/A
ROW CSJ: 0683-01-092
Highway Project Letting Date: April 2019

U-Number: U15717
Highway: RM 620
From: Deepwood Drive
To: IH-35

This Agreement by and between the City of Round Rock, acting by and through its City Council, ("City"), and Charter Communications, ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the City.

WHEREAS, the City has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of Utility as indicated in the following statement of work: Relocate 4509 LF of existing Charter overhead facilities from STA (456+00) to STA (506+00) to proposed pole line to accommodate the proposed widening of RM 620 and more specifically shown in Utility's plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the City will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for City participation.

WHEREAS, the City, upon receipt of evidence it deems sufficient, acknowledges Utility's interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The City will pay to Utility the costs incurred in adjustment, removal, and/or relocation of Utility's facilities up to the amount said costs may be eligible for City participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. Utility shall supply, upon request by the City, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the City, or may, with the City's approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by Utility. Bills for work hereunder will be submitted to the City not later than 90 days after completion of the work.

When requested, the City will make intermediate payments at not less than monthly intervals to Utility when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate

Initial Date
 City

[Signature] *4/18/2019*

Initial Date
 Utility

Alternatively, **City** agrees to pay **Utility** an agreed lump sum of \$**N/A** as supported by the attached estimated costs. The State will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **City** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **City** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **City** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **City** reimbursement.

This agreement in its entirety consists of the following elements:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – ROW-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H"); and
9. Utility Joint Use Acknowledgment - ROW-U-JUA and/or Utility Installation Request - Form 1082 (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **City and Utility**.

This agreement is subject to cancellation by the **City** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **City**. However, the **City** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State and/or City Auditor may conduct an audit or investigation of any entity receiving funds from the **City** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.


The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **City** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Charter Communications
Name of Utility

By: 
Authorized Signature

Gordon Harp
Print or Type Name

Title: AVP, Field Operations, Field Ops

Date: 01/22/2019

CITY OF ROUND ROCK

By: _____
Authorized Signature

Print or Type Name

Title: _____


Date: _____

Attachment "A"

Plans, Specifications, and Estimated Costs

All material items that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

Initial Date
TxDOT



Initial Date
Utility 4/15/2019

Summary of Cost Estimate

Description	Amount
Contract Labor	\$ 39,032.00
Materials	\$ 11,471.00
Estimated Total Cost of Relocation:	\$ 50,503.00
LESS	
Betterment 0.00% %	\$ 0.00
SUB TOTAL	\$ 50,503.00
Salvage	\$ 0.00
SUB TOTAL	\$ 50,503.00
Eligibility Ratio	41.67%
Adjusted Amount of Estimated Reimbursement:	\$ 21,044.60

Buy America Provisions Statement

* Materials indicated with asterisk -* are to be “Buy America” compliant.
 Otherwise, materials with no asterisk are exempt from “Buy America” provisions.

RELOCATION COORDINATION & DESIGN SERVICES**SUMMARY OF SERVICES**

1. Project Management	\$160/hr x 7 hrs	\$ 1120.00
2. Conflict Assessment	\$160/hr x 8.50 hrs	\$ 1360.00
3. Relocation Design	\$160/hr x 69 hrs	\$ 11,040.00
4. Relocation Cost Estimate	\$160/hr x 8 hrs	\$ 1280.00
5. Agreement Assembly	\$160/hr x 8 hrs	\$ 1280.00
6. Construction Services	\$160/hr x 69 hrs	\$ 11,040.00
7. Reimbursement Submittal	\$160/hr x 6 hrs	\$ 960.00

Total \$28,080.00



Texas Market

2016 Capital Project Request (CPR)
Plant Construction (All Types)
Revised 10-17-2016

Origination Date: 3/6/2019
Start Date: 9/1/2018
Completion Date: 4/1/2019

PROJECT INFORMATION

Location Name: CTX - Austin Function Area: Construction
 Project Name: RLO B TX CTX FM 620 AND HWY 35 RR RELO
 CPR Group: Blanket Job/ DOCK #: _____
 Line of Business: Residential Line Extensior Project Driver: Replacement - Identified
 Project Type: Forced Relocate BW/Fiber Activity: 750 MHz
 CPR Type: New Existing Bandwidth: < 750 MHz

GLID	Project #	ID	Product	Dept	Res Cat	Sub Cat
This will be assigned by BP Group			31	N/A	922	FRELO Multiple

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

Project Justification

FORCED RELO

Funds are requested for this relocation project.

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PURCHASE INFORMATION

			Contract Labor	In-House Labor not required	Materials	Freight	Reimbursement	Total
<u>FRELO</u>								
Make Ready - Aerial	A11	922	28,580					28,580
Strand & Hardware - Aerial	A12	922	1,335		1,069			2,404
Splicing & Electronics -Aerial	A13	922	866		1,284			2,149
Fiber New Construction - Aerial	A14	922						
Coaxial New Construction - Aerial	A15	922	6,241		7,494			13,735
Fiber Overlash - Aerial	A17	922						
Coaxial Overlash - Aerial	A18	922	2,010		1,624			3,634
<u>Make Ready - UG</u>								
Hardware - UG	U12	922						
Splicing & Electronics - UG	U13	922						
Fiber New Construction - UG	U14	922						
Coaxial New Construction - UG	U15	922						
Fiber Overtrench - UG	U17	922						
Coaxial Overtrench - UG	U18	922						
<u>IN STL</u>								
NO INSTALL		922						
Total			39,032		11,471			50,503

APPROVALS

Requester Information

Name: _____
 Title: PROJECT MANAGER
 Phone: _____ Date: _____
 Signature: _____ 3/6/2019

Required Approvals

Date

_____	_____
_____	_____
_____	_____

CTX Contract Labor Estimate

Charter Communications - Spectrum

CLIENT: _____
 PROJECT SUPERVISOR: _____
 PROJECT MANAGER: _____
 PROJECT NUMBER ID: **0000000This will be assigned by BP Group-**
 PROJECT NAME: **RLOBTX CTX FM 620 AND HWY 35 RR RELO**

Category	Nat ID	Description	Unit	Amount	Cost	TOTAL
A11	ENG101	Make Ready Inspection pole permits	Per Pole	1	\$3,500.00	\$3,500.00
A11	ENG100	ROW/City Permits eng services	Each	1	\$25,080.00	\$25,080.00
Make Ready - Aerial Total						\$28,580.00
A12	1	Install Sidewalk Guys	Each		\$35.00	\$0.00
A12	2	Install Guy Guard	Each		\$6.00	\$0.00
A12	3	Install Guy & Guy Guard	Each		\$15.00	\$0.00
A12	4	Replace Down Guy	Each		\$15.00	\$0.00
A12	5	Replace Guy Guard	Each		\$6.00	\$0.00
A12	6	Remove Down Guy & Anchor	Each		\$28.00	\$0.00
A12	7	Place Insulator In Existing Down Guy	Each		\$25.00	\$0.00
A12	8	Install Rock Anchor - 36"	Each		\$65.00	\$0.00
A12	9	Install Rock Anchor - 48"	Each	8	\$86.00	\$688.00
A12	10	Install Rock Anchor - 60"	Each		\$86.00	\$0.00
A12	12	Install Bust Anchor	Each		\$72.00	\$0.00
A12	13	Install Screw Anchor	Each		\$45.00	\$0.00
A12	15	Install Vertical Ground From Strand To Base Of Pole	Each		\$16.00	\$0.00
A12	16	Place Bond	Each		\$3.50	\$0.00
A12	18	Install Ground Rod (Aerial)	Each		\$28.00	\$0.00
A12	20	Tree Trimming	Per Ft		\$0.25	\$0.00
A12	21	Install Tree Guard	Per ft		\$0.15	\$0.00
A12	22	Band Concrete/Steel Pole	Each		\$45.00	\$0.00
A12	23	Install Strand	Per Ft		\$0.40	\$0.00
A12	24	Changeout Pole Hardware	Each		\$23.00	\$0.00
A12	25	Strand Splice	Each		\$38.00	\$0.00
A12	26	Install Or Replace Riser Guard	Per riser		\$35.00	\$0.00
A12	27	Install Riser With Guard	Per riser		\$35.00	\$0.00
A12	28	Relocate Riser Cable And Guard Within 3' On New Or Existing Pole	Each	1	\$147.00	\$147.00
A12	29	Remove Old Riser	Each		\$25.00	\$0.00
A12	30	Resag	Per Span		\$48.75	\$0.00
A12	233	Pole Transfer- Straight	Each		\$37.67	\$0.00
A12	234	Pole Make Ready - Straight	Each		\$47.67	\$0.00
A12	235	Pole Transfer- Curved (To Include Down Guy)	Each		\$47.67	\$0.00
A12	236	Pole Make Ready - Curved	Each		\$47.67	\$0.00
A12	237	Pole Transfer- Dead End (To Include Down Guy)	Each		\$52.00	\$0.00
A12	238	Pole Make Ready - Dead End	Each		\$46.00	\$0.00
A12	239	Pole Transfer- Multiple	Each		\$65.00	\$0.00
A12	240	Pole Make Ready - Multiple	Each		\$65.00	\$0.00
A12	241	Set Pole- Dirt	Each		\$300.00	\$0.00
A12	242	Set Pole- Rock	Each		\$350.00	\$0.00
A12	243	Remove Pole	Each		\$175.00	\$0.00
A12	244	Top Pole	Each		\$38.00	\$0.00

A12	CTX 1	Composite Install 1/4" EHS Strand	Per Ft		\$0.78	\$0.00
A12	260	Trip Charge	Each	4	\$125.00	\$500.00
Strand & Hardware - Aerial Total						\$1,335.00
A13	180	Coaxial Splicing Aerial- With Activation	Per Ft		\$0.45	\$0.00
A13	183	Activation After Splice Aerial	Per Ft		\$0.13	\$0.00
A13	184	Coaxial Splicing Aerial- Without Activation	Per Ft		\$0.35	\$0.00
A13	165	Change Face Plate	Each		\$15.94	\$0.00
A13	166	Swap RF Active Module	Each		\$48.00	\$0.00
A13	167	Re-balance	Each	4	\$32.67	\$130.68
A13	186	Coax Splice New Node	Each	1	\$140.00	\$140.00
A13	189	Splice Trunk/Bridger Amp - Ug/Aerial , Inc. Activation	Each	4	\$42.50	\$170.00
A13	190	Splice Line Extender	Each		\$42.50	\$0.00
A13	191	Splice Line Extender, Inc Activation	Each		\$42.50	\$0.00
A13	192	Splicing Splitter/Coupler/Power Inserter	Each		\$42.50	\$0.00
A13	193	Splicing Single Tap	Each		\$42.50	\$0.00
A13	194	Splicing Double Tap	Each	10	\$42.50	\$425.00
A13	195	Splicing Triple Tap	Each		\$42.50	\$0.00
A13	196	Splicing Quad Tap	Each		\$42.50	\$0.00
A13	197	Splicing Existing Tap	Each		\$42.50	\$0.00
A13	198	Splice Bridger Amp Ug/Aerial - Building Attachment	Each		\$42.50	\$0.00
A13	199	Straight Splice - Coax	Each		\$42.50	\$0.00
A13	200	Retro/ re-splice coax	Per Ft		\$0.45	\$0.00
Splicing & Electronics -Aerial Total						\$865.68
A14	19	Lash Storage Loop	Each		\$65.00	\$0.00
A14	34	Lash (1 Cable) - Fiber	Per Ft		\$0.65	\$0.00
A14	35	Lash Each Additional Cable - Fiber	Per Ft		\$0.35	\$0.00
A14	CTX 2	Composite Aerial Fiber	Per Ft		\$1.37	\$0.00
A14	155	Fiber Ring Cut	Each		\$165.00	\$0.00
A14	156	Set Cwdm Filter In Splice Case	Each		\$142.00	\$0.00
A14	157	Place Fiber Enclosure/Includes Storage Loop	Each		\$135.00	\$0.00
A14	158	Replace/Upgrade Splice Enclosure	Each		\$235.00	\$0.00
A14	159	Re-Enter Enclosure	Each		\$135.00	\$0.00
A14	160	Optimize Existing Node	Each		\$165.00	\$0.00
A14	161	Optimize New Node	Each		\$165.00	\$0.00
A14	163	Otdr/Fiber Testing	Per Fiber		\$3.50	\$0.00
A14	164	Node Re-Entry For Coax Extension	Each		\$85.00	\$0.00
A14	168	Fiber Splice 1-12	Per Fiber		\$24.50	\$0.00
A14	169	Fiber Splice 13-48	Per Fiber		\$20.00	\$0.00
A14	170	Fiber Splice 49-72	Per Fiber		\$20.00	\$0.00
A14	171	Fiber Splice 73-144	Per Fiber		\$20.00	\$0.00
A14	172	Fiber Splice 145-288	Per Fiber		\$17.00	\$0.00
A14	173	Fiber Splice 289+	Per Fiber		\$17.00	\$0.00
Fiber New Construction - Aerial Total						\$0.00
A15	14	Wreckout - Aerial	Per Ft		\$0.22	\$0.00
A15	31	Install Self Support Cable (Figure 8)	Per Ft		\$1.15	\$0.00
A15	32	Lash (1 Cable) - Coax	Per Ft		\$0.57	\$0.00
A15	33	Lash Each Additional Cable - Coax	Per Ft		\$0.15	\$0.00
A15	40	Delash And Remove (1 Cable)	Per Ft		\$0.60	\$0.00
A15	41	Delash And Remove (Each Additional)	Per Ft		\$0.15	\$0.00
A15	44	Aerial Drop Transfer	Each		\$9.00	\$0.00
A15	246	Hourly Rate- Lineman - Including Vehicle And All Equipment.	Per Hour	8	\$40.00	\$320.00
A15	250	Hourly Rate- Lineman	Per Hour	8	\$40.00	\$320.00

A15	CTX 3	Composite Aerial Coax	Per Ft	2680	\$1.87	\$5,011.60	
A15	CTX 5	Composite Wreck out Aerial	Per Ft	2680	\$0.22	\$589.60	
						Coaxial New Construction - Aerial Total	\$6,241.20
A17	38	Overlash (1 Cable) - Fiber	Per Ft		\$0.68	\$0.00	
A17	39	Overlash Each Additional Cable - Fiber	Per Ft		\$0.37	\$0.00	
						Fiber Overlash - Aerial Total	\$0.00
A18	36	Overlash (1 Cable) - Coax	Per Ft		\$0.62	\$0.00	
A18	37	Overlash Each Additional Cable - Coax	Per Ft		\$0.15	\$0.00	
A18	42	Delash/Relash	Per Ft	2680	\$0.60	\$1,608.00	
A18	43	Delash/Relash Additional wires	Per Ft	2680	\$0.15	\$402.00	
						Coaxial Overlash - Aerial Total	\$2,010.00
U11	ENG103	U/G Profile And Aerial rail road permit	Each		\$13,500.00	\$0.00	
U11	ENG102	ENG WORK and eastman	Each		\$3,500.00	\$0.00	
						Make Ready - UG Total	\$0.00
U12	90	Place Conduit or Cable In Trench Opened By Others	Per Ft		\$0.59	\$0.00	
U12	91	Place Conduit or Cable In Trench Opened By Others (Each Additional)	Per Ft		\$0.25	\$0.00	
U12	75	Install Inner Duct In New Or Existing Empty Conduit	Per Ft		\$0.85	\$0.00	
U12	76	Install Inner Duct In Occupied Conduit	Per Ft		\$1.25	\$0.00	
U12	94	Install Lockbox (Any Size)	Each		\$35.00	\$0.00	
U12	95	Remove/Replace/Repair Lockbox Lid (Any Size)	Each		\$26.00	\$0.00	
U12	96	Remove/Replace Lock Box (Any Size)	Each		\$55.00	\$0.00	
U12	103	Installation Of 4" Emt Bumpers	Each		\$48.00	\$0.00	
U12	128	Install Ground Rod- Underground	Each		\$18.00	\$0.00	
U12	129	Install Ground Rod- Underground - Rock	Each		\$20.38	\$0.00	
U12	143	Install Small Pedestal- Tap/Splitter	Each		\$20.00	\$0.00	
U12	144	Install Med Pedestal- Line Extender	Each		\$32.00	\$0.00	
U12	145	Install Large Pedestal- Amp	Each		\$47.75	\$0.00	
U12	146	Install Extra Large Pedestal	Each		\$47.75	\$0.00	
U12	147	Replacement Small Pedestal - Tap/Splitter	Each		\$24.00	\$0.00	
U12	148	Replacement Med Pedestal - Line Extender	Each		\$41.00	\$0.00	
U12	149	Replacement Large Pedestal - Amp	Each		\$47.75	\$0.00	
U12	150	Replacement Extra Large Pedestal	Each		\$47.75	\$0.00	
U12	151	Remove Small Pedestal - Tap/Splitter	Each		\$15.00	\$0.00	
U12	152	Remove Med Pedestal - Line Extender	Each		\$32.00	\$0.00	
U12	153	Remove Large Pedestal - Amp	Each		\$42.00	\$0.00	
U12	154	Remove Extra Large Pedestal	Each		\$47.75	\$0.00	
U12	220	Install Vault- Any Size	Each		\$195.00	\$0.00	
U12	221	Replace Vault - Any Size	Each		\$275.00	\$0.00	
U12	260	Trip Charge	Each		\$125.00	\$0.00	
U12	CTX 41	Install Load-Bearing TX-Dot Vault	Each		\$687.50	\$0.00	
						Hardware - UG Total	\$0.00
U13	181	Coaxial Splicing Ug- With Activation	Per Ft		\$0.45	\$0.00	
U13	182	Activation After Splice Ug	Per Ft		\$0.13	\$0.00	
U13	185	Coaxial Splicing Ug- Without Activation	Per Ft		\$0.35	\$0.00	
U13	165	Change Face Plate	Each		\$15.94	\$0.00	
U13	166	Swap RF Active Module	Each		\$48.00	\$0.00	
U13	167	Re-balance	Each		\$32.67	\$0.00	
U13	186	Coax Splice New Node	Each		\$140.00	\$0.00	
U13	188	Splice Trunk/Bridger Amp - Ug/Aerial	Each		\$42.50	\$0.00	
U13	189	Splice Trunk/Bridger Amp - Ug/Aerial , Inc. Activation	Each		\$42.50	\$0.00	
U13	190	Splice Line Extender	Each		\$42.50	\$0.00	
U13	191	Splice Line Extender, Inc Activation	Each		\$42.50	\$0.00	

U13	192	Splicing Splitter/Coupler/Power Inserter	Each		\$42.50	\$0.00
U13	193	Splicing Single Tap	Each		\$42.50	\$0.00
U13	194	Splicing Double Tap	Each		\$42.50	\$0.00
U13	195	Splicing Triple Tap	Each		\$42.50	\$0.00
U13	196	Splicing Quad Tap	Each		\$42.50	\$0.00
U13	197	Splicing Existing Tap	Each		\$42.50	\$0.00
U13	198	Splice Bridger Amp Ug/Aerial - Building Attachment	Each		\$42.50	\$0.00
U13	199	Straight Splice - Coax	Each		\$42.50	\$0.00
U13	200	Retro/ re-splice coax	Per Ft		\$0.45	\$0.00
U13	CTX 21	Power Supply Installation U/G- dirt	Each		\$5,000.00	\$0.00
Splicing & Electronics - UG Total						\$0.00
U14	66	Pull Cables- New Or Existing Empty Conduit- Fiber	Per Ft		\$0.64	\$0.00
U14	124	Install/Replace Network Markers	Each		\$36.00	\$0.00
U14	155	Fiber Ring Cut	Each		\$165.00	\$0.00
U14	156	Set Cwdm Filter In Splice Case	Each		\$142.00	\$0.00
U14	157	Place Fiber Enclosure/Includes Storage Loop	Each		\$135.00	\$0.00
U14	158	Replace/Upgrade Splice Enclosure	Each		\$235.00	\$0.00
U14	159	Re-Enter Enclosure	Each		\$135.00	\$0.00
U14	160	Optimize Existing Node	Each		\$165.00	\$0.00
U14	161	Optimize New Node	Each		\$165.00	\$0.00
U14	163	Otdr/Fiber Testing	Per Fiber		\$3.50	\$0.00
U14	164	Node Re-Entry For Coax Extension	Each		\$85.00	\$0.00
U14	168	Fiber Splice 1-12	Per Fiber		\$24.50	\$0.00
U14	169	Fiber Splice 13-48	Per Fiber		\$20.00	\$0.00
U14	170	Fiber Splice 49-72	Per Fiber		\$20.00	\$0.00
U14	171	Fiber Splice 73-144	Per Fiber		\$20.00	\$0.00
U14	172	Fiber Splice 145-288	Per Fiber		\$17.00	\$0.00
U14	173	Fiber Splice 289+	Per Fiber		\$17.00	\$0.00
U14	CTX 22	Composite UG Trench Fiber (per foot) 36"-dirt	Per Ft		\$8.20	\$0.00
U14	CTX 23	Composite UG Trench Fiber (per foot) 48"- dirt	Per Ft		\$8.59	\$0.00
U14	CTX 24	Composite UG Trench Fiber (per foot) 60"- dirt	Per Ft		\$9.33	\$0.00
U14	CTX 30	Composite UG Trench Fiber (per foot) 36"- ROCK	Per Ft		\$9.00	\$0.00
U14	CTX 31	Composite UG Trench Fiber (per foot) 48"- ROCK	Per Ft		\$10.00	\$0.00
U14	65	Utility Exposure Pothole- Asphalt	Each		\$165.00	\$0.00
U14	80	Dig Up Cable/Conduit, Including Repairing Conduit- Dirt	Each		\$200.00	\$0.00
U14	81	Dig Up Cable/Conduit, Including Repairing Conduit- Asphalt	Each		\$210.00	\$0.00
U14	82	Dig Up Cable/Conduit, Including Repairing Conduit- Dirt - Each Additional 6" below 48" depth	Each		\$20.00	\$0.00
U14	83	Dig Up Cable/Conduit, Including Repairing Conduit- Asphalt - Each Additional 6" below 48" depth	Each		\$20.00	\$0.00
U14	84	Dig Up Cable/Conduit, Including Repairing Conduit- Concrete - Up to 48"	Each		\$365.00	\$0.00
U14	85	Dig Up Cable/Conduit, Including Repairing Conduit- Concrete - Each Additional 6" below 48" depth	Each		\$20.00	\$0.00
U14	113	Place Rolled Conduit 2" In Trench	Per Ft		\$0.28	\$0.00
U14	114	Place Rolled Conduit 4" In Trench	Per Ft		\$0.55	\$0.00
U14	115	Place 4" Steel Conduit	Per Ft		\$1.15	\$0.00
U14	125	Rod And Rope- Vacant Duct	Per Ft		\$0.38	\$0.00
U14	126	Rod And Rope- Occupied Duct	Per Ft		\$0.45	\$0.00
U14	134	Directional Bore For 2" Conduit	Per Ft		\$12.00	\$0.00
U14	135	Directional Bore For 3" Conduit	Per Ft		\$14.50	\$0.00
U14	136	Directional Bore For 4" Conduit	Per Ft		\$17.00	\$0.00
U14	140	Rock Adder - 2" Directional Bore	Per Ft		\$16.00	\$0.00
U14	141	Rock Adder - 3" Directional Bore	Per Ft		\$17.50	\$0.00
U14	142	Rock Adder - 4" Directional Bore	Per Ft		\$18.00	\$0.00
U14	201	Hand Trench 24"	Per Ft		\$6.25	\$0.00

U14	202	Hand Trench 36"	Per Ft		\$6.75	\$0.00
U14	203	Hand Trench 48"	Per Ft		\$7.50	\$0.00
U14	204	Machine Trench - 24"	Per Ft		\$4.50	\$0.00
U14	205	Machine Trench- 36"	Per Ft		\$5.00	\$0.00
U14	206	Machine Trench- 48"	Per Ft		\$5.50	\$0.00
U14	207	Trench- Backhoe 24"	Per Ft		\$5.00	\$0.00
U14	208	Trench- Backhoe 36"	Per Ft		\$5.00	\$0.00
U14	209	Trench- Backhoe 48"	Per Ft		\$5.50	\$0.00
U14	210	Trench- Backhoe 60"	Per Ft		\$6.00	\$0.00
U14	CTX 13	Cut streets/driveways/sidewalks (concrete)- dirt	Per Ft		\$36.25	\$0.00
U14	CTX 14	Cut streets/driveways/sidewalks (concrete)- rock	Per Ft		\$36.25	\$0.00
U14	CTX 15	Concrete Cut 0-100 Feet	Per Sq. Ft		\$1.15	\$0.00
U14	CTX 16	Concrete Cut 101-300 Feet	Per Sq. Ft		\$1.15	\$0.00
U14	CTX 17	Concrete Cut 301-500 Feet	Per Sq. Ft		\$1.15	\$0.00
U14	CTX 18	Concrete Cut 501-700 Feet	Per Sq. Ft		\$1.15	\$0.00
U14	CTX 19	Concrete Cut 701 plus Feet	Per Sq. Ft		\$1.15	\$0.00
U14	CTX 38	Conventional Bore 2"	Per Ft		\$15.00	\$0.00
U14	CTX 39	Conventional Bore 3"	Per Ft		\$18.00	\$0.00
U14	CTX 40	Conventional Bore 4"	Per Ft		\$100.00	\$0.00
U14	CTX 6	Cut streets/driveways/sidewalks (asphalt)- dirt	Per Ft		\$31.50	\$0.00
U14	CTX 7	Cut streets/driveways/sidewalks (asphalt)- rock	Per Ft		\$35.25	\$0.00
Fiber New Construction - UG Total						\$0.00
U15	65	Utility Exposure Pothole- Asphalt	Each		\$165.00	\$0.00
U15	67	Pull Cables- New Or Existing Empty Conduit- Coax	Per Ft		\$0.64	\$0.00
U15	80	Dig Up Cable/Conduit, Including Repairing Conduit- Dirt	Each		\$200.00	\$0.00
U15	81	Dig Up Cable/Conduit, Including Repairing Conduit- Asphalt	Each		\$210.00	\$0.00
U15	82	Dig Up Cable/Conduit, Including Repairing Conduit- Dirt - Each Additional 6" below 48" depth	Each		\$20.00	\$0.00
U15	83	Dig Up Cable/Conduit, Including Repairing Conduit- Asphalt - Each Additional 6" below 48" depth	Each		\$20.00	\$0.00
U15	84	Dig Up Cable/Conduit, Including Repairing Conduit- Concrete - Up to 48"	Each		\$365.00	\$0.00
U15	85	Dig Up Cable/Conduit, Including Repairing Conduit- Concrete - Each Additional 6" below 48" depth	Each		\$20.00	\$0.00
U15	92	Place Coax In Trench Opened By Others	Per Ft		\$0.35	\$0.00
U15	93	Place Coax In Trench Opened By Others (Each Additional)	Per Ft		\$0.25	\$0.00
U15	113	Place Rolled Conduit 2" In Trench	Per Ft		\$0.28	\$0.00
U15	114	Place Rolled Conduit 4" In Trench	Per Ft		\$0.55	\$0.00
U15	115	Place 4" Steel Conduit	Per Ft		\$1.15	\$0.00
U15	125	Rod And Rope- Vacant Duct	Per Ft		\$0.38	\$0.00
U15	126	Rod And Rope- Occupied Duct	Per Ft		\$0.45	\$0.00
U15	134	Directional Bore For 2" Conduit	Per Ft		\$12.00	\$0.00
U15	135	Directional Bore For 3" Conduit	Per Ft		\$14.50	\$0.00
U15	136	Directional Bore For 4" Conduit	Per Ft		\$17.00	\$0.00
U15	140	Rock Adder - 2" Directional Bore	Per Ft		\$16.00	\$0.00
U15	141	Rock Adder - 3" Directional Bore	Per Ft		\$17.50	\$0.00
U15	142	Rock Adder - 4" Directional Bore	Per Ft		\$100.00	\$0.00
U15	201	Hand Trench 24"	Per Ft		\$6.25	\$0.00
U15	202	Hand Trench 36"	Per Ft		\$6.75	\$0.00
U15	203	Hand Trench 48"	Per Ft		\$7.50	\$0.00
U15	204	Machine Trench - 24"	Per Ft		\$4.50	\$0.00
U15	205	Machine Trench- 36"	Per Ft		\$5.00	\$0.00
U15	206	Machine Trench- 48"	Per Ft		\$5.50	\$0.00
U15	207	Trench- Backhoe 24"	Per Ft		\$5.00	\$0.00
U15	208	Trench- Backhoe 36"	Per Ft		\$5.00	\$0.00
U15	209	Trench- Backhoe 48"	Per Ft		\$5.50	\$0.00

U15	210	Trench- Backhoe 60"	Per Ft	\$6.00	\$0.00
U15	245	Hourly Rate- Supervisor Or Foreman - Including Vehicle And All Equipment.	Per Hour	\$40.00	\$0.00
U15	247	Hourly Rate- Ground Person - Including Vehicle And All Equipment.	Per Hour	\$40.00	\$0.00
U15	248	Hourly Rate- Underground Laborer - Including Vehicle And All Equipment.	Per Hour	\$40.00	\$0.00
U15	249	Hourly Rate- Supervisor Or Foreman	Per Hour	\$40.00	\$0.00
U15	CTX 13	Cut streets/driveways/sidewalks (concrete)- dirt	Per Ft	\$36.25	\$0.00
U15	CTX 14	Cut streets/driveways/sidewalks (concrete)- rock	Per Ft	\$38.25	\$0.00
U15	CTX 15	Concrete Cut 0-100 Feet	Per Sq. Ft	\$1.15	\$0.00
U15	CTX 16	Concrete Cut 101-300 Feet	Per Sq. Ft	\$1.15	\$0.00
U15	CTX 17	Concrete Cut 301-500 Feet	Per Sq. Ft	\$1.15	\$0.00
U15	CTX 18	Concrete Cut 501-700 Feet	Per Sq. Ft	\$1.15	\$0.00
U15	CTX 19	Concrete Cut 701 plus Feet	Per Sq. Ft	\$1.15	\$0.00
U15	CTX 20	Composite UG Trench Coax- dirt	Per Ft	\$8.68	\$0.00
U15	CTX 25	Composite UG Maintenance/Replacement Coax- 0 to 500	Per Ft	\$9.00	\$0.00
U15	CTX 26	Composite UG Maintenance/Replacement Coax- 501 to 999	Per Ft	\$8.58	\$0.00
U15	CTX 27	Composite UG Maintenance/Replacement Coax- 1000 plus	Per Ft	\$8.58	\$0.00
U15	CTX 38	Conventional Bore 2"	Per Ft	\$15.00	\$0.00
U15	CTX 39	Conventional Bore 3"	Per Ft	\$18.00	\$0.00
U15	CTX 40	Conventional Bore 4"	Per Ft	\$21.00	\$0.00
U15	CTX 6	Cut streets/driveways/sidewalks (asphalt)- dirt	Per Ft	\$31.50	\$0.00
U15	CTX 7	Cut streets/driveways/sidewalks (asphalt)- rock	Per Ft	\$35.25	\$0.00
Coaxial New Construction - UG Total					\$0.00
U17	69	Pull Fiber Cables- Occupied Conduit	Per Ft	\$0.86	\$0.00
U17	71	Pull Additional Fiber In Conduit	Per Ft	\$0.38	\$0.00
Fiber Overtrench - UG Total					\$0.00
U18	68	Pull Coax Cables- Occupied Conduit	Per Ft	\$0.85	\$0.00
U18	70	Pull Additional Coax In Conduit	Per Ft	\$0.38	\$0.00
U18	CTX 36	Pull, Splice, & Activate w/out Return	Per Ft	\$1.79	\$0.00
U18	CTX 37	Pull, Splice, & Activate w/ Return	Per Ft	\$1.79	\$0.00
Coaxial Overtrench - UG Total					\$0.00
IN100		Home Run Cable PREWIRE	Each	\$23.00	\$0.00
		Install and ID drop cables using existing EMT conduits including firestop, tone, tag	Each	\$23.00	\$0.00
		Install and ID drop cables using existing EMT conduits , EXCLUDING home run feeds	Each	\$23.00	\$0.00
		Wall Plate (re-work separate from new build)	Each	\$7.00	\$0.00
		Rework Existing Wiring	Each	\$17.50	\$0.00
		Wreck out existing wiring including drops, hardware, and sealing holes	Each	\$20.00	\$0.00
		Solid Core Bore up to 2"	Each	\$82.00	\$0.00
		Solid Core Bore over 2"	Each	\$110.00	\$0.00
		Hollow Core Bore up to 2"	Each	\$41.00	\$0.00
		Hollow Core Bore over 2"	Each	\$50.00	\$0.00
		Install conduit in drop ceiling	FT	\$7.00	\$0.00
		Installing cable in drop ceiling - without conduit	FT	\$3.00	\$0.00
		Install/wrap PVC on outside of building, includes installing cable(s)	FT	\$7.00	\$0.00
		Building Entries/Conduit Riser	Each	\$70.00	\$0.00
		Commercial Drop Placed	FT	\$0.65	\$0.00
Interior - New Connects Total					\$0.00
Grand Total					\$39,031.88

SHEET INDEX:

GENERAL	
1	COVER SHEET
AERIAL UTILITY PLAN	
2	AERIAL UTILITY PLAN
3	AERIAL UTILITY PLAN
4	AERIAL UTILITY PLAN

Charter
COMMUNICATIONS
CHARTER COMMUNICATIONS
658366
RM 620 RELO
AERIAL IMPROVEMENTS

PROJECT INFORMATION:

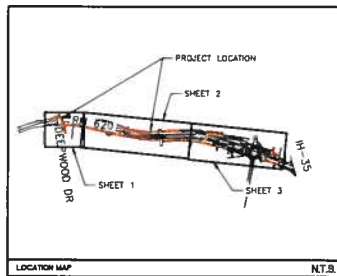
OWNER: JON RODGERS CHARTER COMMUNICATIONS 800 W HOWARD LN AUBURN, TX 76708	CONTACT: BOB MARIE ADAMS, EIT LJA ENGINEERING, INC 829 HWY 290 WEST, SUITE 150 AUBURN, TX 76708
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SUBMITTAL PREPARED BY:

LJA Engineering, Inc. 
PRJ: F-1386

5316 HWY 290 W, SITE 150
AUSTIN, TEXAS 78725
(512) 439-4755
TBP# FRM REGISTRATION F-1386

CONTACT:
DRIAN YOUNG, PE
PHONE:
(512) 439-4731

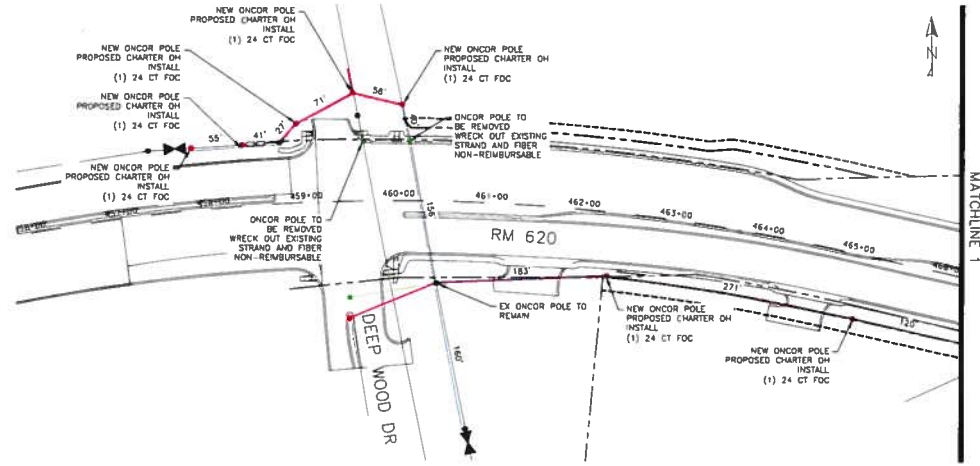


TOTALS
TOTAL REMOVAL = 4309 LF
TOTAL REPLACE = 6241 LF
DIFFERENCE OF = 2297 LF

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- LEGEND**
- EXISTING ROW
 - - - PROP ROW
 - PROP NEW FIBER
 - PROP STRAND
 - EX STRAND TO BE REMOVED
 - EX POLE TO BE REMOVED
 - EX POLE TO REMAIN IN PLACE
 - PROP SLACK LOOPS
 - PROP FIBER OPTIC SPLICE



TOTALS	
REMOVALS FOC / COAX INSTALL 24 CT FOC	1178 LF 1790 LF

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LJA Engineering, Inc.

CHARTER COMMUNICATIONS
 658366
 RM 620 RELO
 AERIAL IMPROVEMENTS
 PLAN

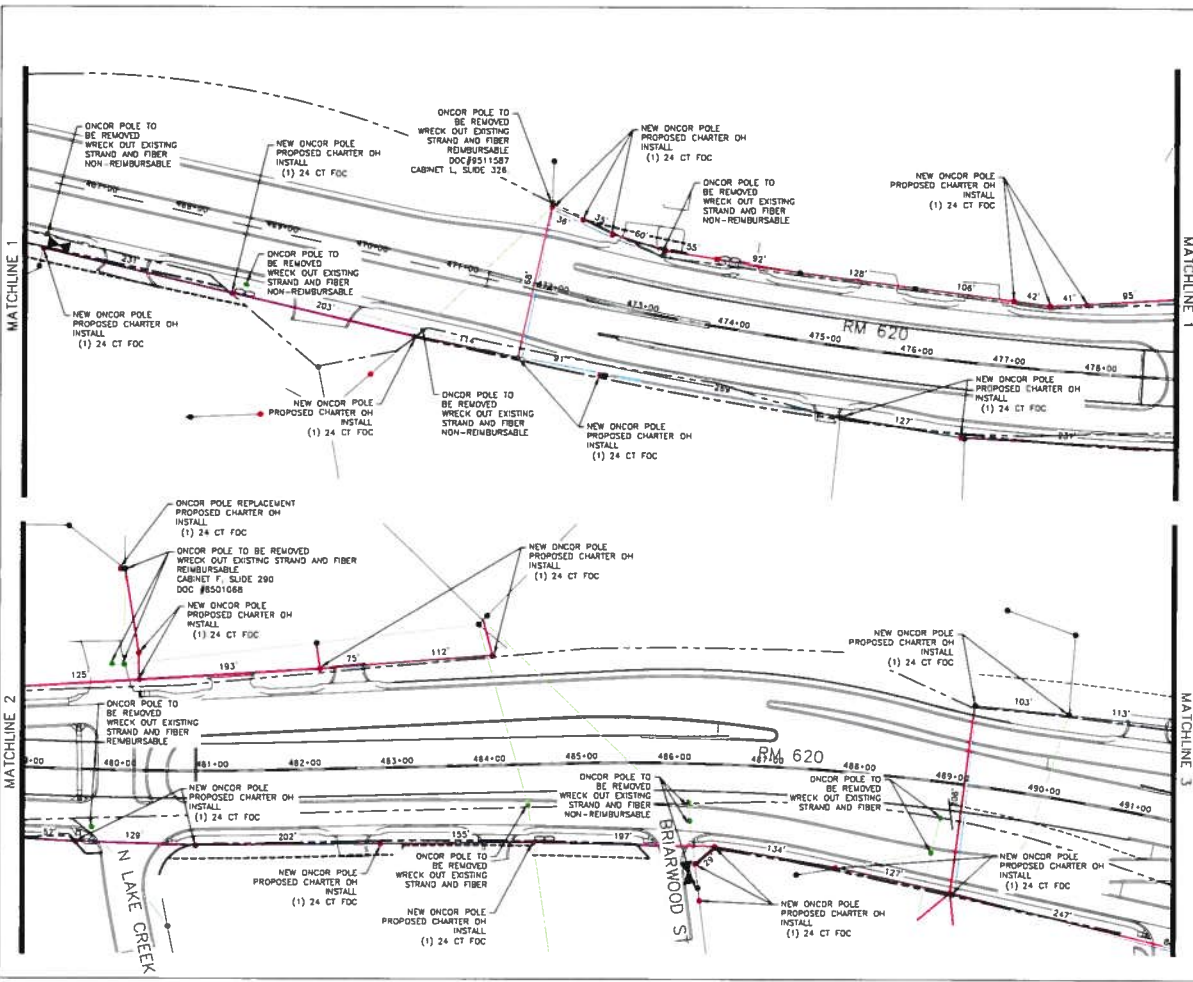
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DRAWN BY	RS	VERTICAL	N/A
CHECKED BY	SA		
APPROVED BY	SA	SHEET	1 OF 3
PROJECT NO	2480-1801-008	PAGE	2
DATE	3/8/2019		



LEGEND

- EXISTING ROW
- - - - - PROP ROW
- PROP NEW FIBER
- PROP STRAND
- EX STRAND TO BE REMOVED
- EX POLE TO BE REMOVED
- EX POLE TO REMAIN IN PLACE
- PROP SLACK LOOPS
- PROP FIBER OPTIC SPLICE

	TOTALS
REMOVALS	2447 LF
FDC / CDAX	
INSTALL	3984 LF
24 CT FDC	



LJA Engineering, Inc.

CHARTER COMMUNICATIONS
658366
RM 620 RELO

AERIAL IMPROVEMENTS PLAN

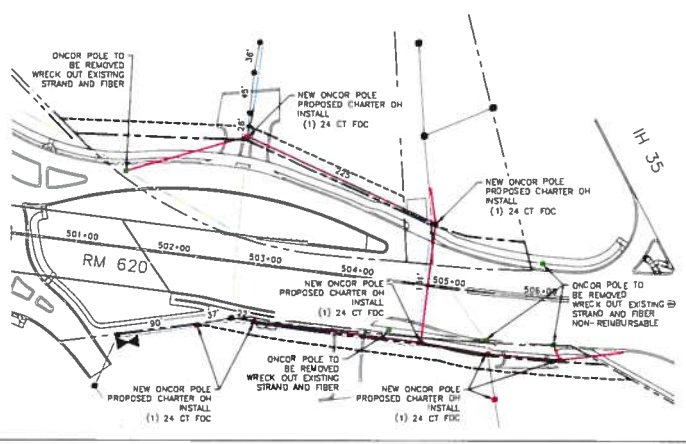
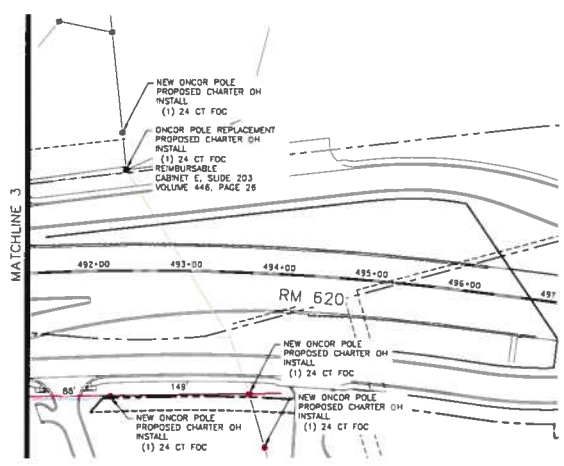
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DATE:	3/6/2019	PAGE:	3

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- LEGEND**
- EXISTING ROW
 - - - - - PROP ROW
 - PROP NEW FIBER
 - PROP STRAND
 - EX STRAND TO BE REMOVED
 - EX POLE TO BE REMOVED
 - PROP POLE
 - EX POLE TO REMAIN IN PLACE
 - PROP SLACK LOOPS
 - PROP FIBER OPTIC SPLICE

REMOVALS	TOTALS	
FDC / COAX	886	LF
INSTALL	1032	LF
24 CT FDC		



Charter
COMMUNICATIONS

LJA Engineering, Inc.

CHARTER COMMUNICATIONS
658366
RM 620 RELO

AERIAL IMPROVEMENTS
PLAN

DESIGN BY	RS	SCALE	HORIZONTAL 1"=100'
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APPROVED BY	SA		
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DATE	3/8/2019		
		SHEET	3 OF 3
		PAGE	4

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(Attachment “B”)

Utility’s Accounting Method

Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and

The utility proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

(Attachment “C”)

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

Start Date: 02/04/2019

Estimated Duration (days): 60

Completion Date: 04/05/2019

(Attachment “D”)

Statement Covering Contract Work

ROW – U – 48



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 9/18)
Page 1 of 1

U-Number: U14696

ROW CSJ Number: 0683-01-092 District: Austin
 County: Williamson Highway No.: RM 620
 Federal Project No.: N/A

I, Gordon Harp, a duly authorized and qualified representative of Charter Communications, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.
- B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. A copy of the existing contract will be provided to the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.
- D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway RM 620 in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

Gordon Harp
Signature

~~12/21/2018~~ 4/18/2019
Date

AVP, Field Operations, Field OPS
Title

Attachment “E”

Utility Joint Use Acknowledgment

ROW – U – JUAA

UIR Permit: AUS20190115143955

(Attachment “F”)

Eligibility Ratio

Eligibility is established at 41.67% %

The key determining factors for eligibility ratio are:

- line length for underground pipelines and cables, and
- main line pole location for power and overhead communication facilities. Guy poles, push braces, and down guys must be excluded from the ratio as these items are considered as supporting structures.

If a facility is outside of existing right of way, in conflict, and within an easement (PUE or private); then that facility is eligible. Any facilities in existing right of way, in conflict; would not be eligible.

To determine eligibility; total the line length or number of locations eligible for reimbursement and divide by the total number of required relocations.

Please include a breakdown sheet showing each location and whether they are considered eligible or not (inside ROW or outside ROW).

Oncor_RM620_agreement calculations_03.06.19

Existing Pole Analysis

sheet #	Pole #	Station #	Reimbursable	Non-Reimbursable	Comments
1	1	459+50		X	In ROW
	2	460+10		X	In ROW
2	1	466+65		X	In ROW
	2	468+95		X	In ROW
	3	470+90		X	In ROW
	4	471+90	X		Out of ROW
	5	473+00		X	In ROW
	6	480+00	X		Out of ROW
	7	480+10	X		Out of ROW
	8	480+10	X		Out of ROW
3	1	492+10	X		Out of ROW
	2	506+10		X	In ROW

TOTAL:	5	7
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TOTAL: 12

Eligibility:	41.67%
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Attachment "G" Betterment Calculation and Estimate

- Elective Betterment Ratio established: %
(Calculation attached)

- Forced Betterment
(Provide supporting documentation)

- Not Applicable

Initial Date
TxDOT



Initial Date
Utility 4/18/2017

Attachment "H" Proof of Property Interest

Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest documented through applicable affidavits and required attachments.

ROW-U-1A **and**

ROW-U-1B

Or

ROW-U-1C

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

Initial Date
TxDOT

CSA *4/18/2017*
Initial Date
Utility



AFFIDAVIT
 (for Utility Owner)
 U-No. 15717

THE STATE OF TEXAS

§
§
§

District: Austin
 County: Williamson
 Federal Project No.: N/A
 ROW CSJ No.: 0683-01-092
 Highway No.: RM 620
 From: Deepwood Dr
 To: IH-35

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Gordon Harp of the Charter Communications, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Gordon Harp am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct. The following easements and Public Utility Easements named for the City of Austin apply to Charter Communications by attachment agreement with Austin Energy.

1. Hammock Restaurants, R347942, Williamson County, Texas.
2. Krause Holdings LLC, R051466, Williamson County, Texas.
3. CCS Asset Management, R061886, Williamson County, Texas
 [legal description of land]

Listing of poles with Charter Communications attachments can be found attached to this document
 [facts indicating affiant's familiarity with subject land, including inspection and surveys]

1. Easement filed in Williamson County Deed Records office, Document No. 9511587; Cabinet L, Slide 326
2. Easement filed in Williamson County Deed Records office, Document No. 8501068; Cabinet F, Slide 290
3. Easement filed in Williamson County Deed Records office, Volume 446, Page 26; Cabinet E, Slide 226
 [facts attesting to ownership, including claims through deeds, etc.]

Charter Communications is attached to Austin Energy poles by agreement;
 [facts showing use of property]

Current operational facilities will be removed and relocated;
 [facts showing nature and state of repair of enclosures or fencing]

1. Easement has been in use since filing in Williamson County Deed Records on March 27, 1995;
2. Easement has been in use since filing in Williamson County Deed Records on January 11, 1985;
3. Easement has been in use since filing in Williamson County Deed Records on April 28, 1983;
 [facts showing continuous possession for statutory period].

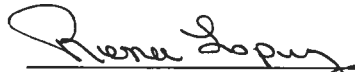
"Further affiant sayeth not."

Signature: 

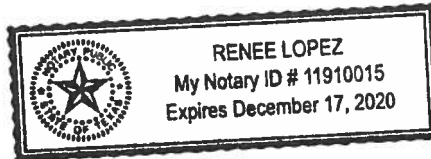
Gordon Harp
 AVP, Field Operations, Field Ops.
 Gordon.Harp@charter.com
 Office: 1 512-485-6218

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared Gordon Harp, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the 18th day of April, 20 19.



Notary Public's Signature



WILLIAMSON COUNTY CLERK
OFFICIAL PUBLIC RECORDS

DOCUMENT NUMBER 8501068

WAS ASSIGNED TO A SUBDIVISION AND

CAN BE FOUND IN THE PLAT RECORDS

IN CABINET F SLIDE(S) 290

RM 620
EASEMENT AGREEMENT

POLE @ STA 480+00 LT
POLE @ STA 480+10 LT
POLE @ STA 480+10 LT

OWNER:
KRAUSE HOLDINGS LLC,
SITE ADDRESS:
1300 ROUND ROCK AVE, ROUND
ROCK, TX 78681

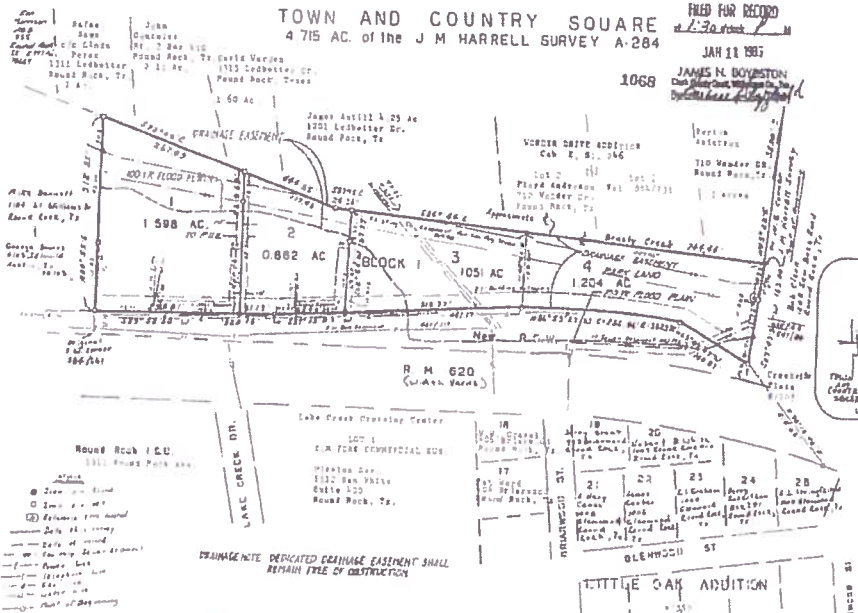
LJA Engineering, Inc. 

Cabinet F, Sheet 770

TOWN AND COUNTRY SQUARE 4.715 AC. of the J M HARRELL SURVEY A-284

FILED FOR RECORD
JAN 11 1985

1068 JAMES N. BOVINGTON
Civil Engineer, Registered Professional Engineer
No. 1068



CITY: Michael E. Bennett (by deed recorded in Vol. 158, Pg. 161)
 ADDRESS: 1300 W. Williams Drive, Round Rock, Texas 78661
 INCREASE: 4.715 Acres
 CLIENT: J.M. HARRELL SURVEY ABSTRACT No. 254
 NO. PLACES: One
 NO. LOTS: 4
 LITERAL PART OF STREET: 84
 DATE: 8-30-1984



SUBJECT: V.P. Forest 1007 Oak St., Georgetown, Texas 78626
 State of Texas, County of Williamson
 I, James N. Bovington, do hereby certify that the information contained
 in this report complies with the subdivision ordinance and the subdivision
 drainage policy adopted by the City of Round Rock, Texas,
 on 10-31-84. Date

DEDICATION AND SUBMITTAL

STATE OF TEXAS, COUNTY OF WILLIAMSON: I HEREBY CERTIFY THAT THE INFORMATION CONTAINED
 IN THIS REPORT COMPLIES WITH THE SUBDIVISION ORDINANCE AND THE SUBDIVISION
 DRAINAGE POLICY ADOPTED BY THE CITY OF ROUND ROCK, TEXAS, ON 10-31-84.
 DATE: 10-31-84

WITNESSE my hand and seal of office on the 2nd day of October, 1984, A.D.
Michael E. Bennett MICHAEL E. BENNETT, Mayor
 1300 West Williams Drive
 Round Rock, Texas 78661

STATE OF TEXAS, COUNTY OF WILLIAMSON: I HEREBY CERTIFY THAT THE INFORMATION CONTAINED
 IN THIS REPORT COMPLIES WITH THE SUBDIVISION ORDINANCE AND THE SUBDIVISION
 DRAINAGE POLICY ADOPTED BY THE CITY OF ROUND ROCK, TEXAS, ON 10-31-84.
 DATE: 10-31-84

WITNESSE my hand and seal of office on the 2nd day of October, 1984, A.D.
James N. Bovington JAMES N. BOVINGTON, Registered Professional Engineer
 No. 1068
 1300 West Williams Drive
 Round Rock, Texas 78661

APPROVED AND APPROVED December 20, 1984 Date by the City Council of the City of Round Rock, Texas,
James Lead James Lead, City Secretary, City of Round Rock, Texas

STATE OF TEXAS, COUNTY OF WILLIAMSON: I HEREBY CERTIFY THAT THE INFORMATION CONTAINED
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James N. Bovington JAMES N. BOVINGTON, Registered Professional Engineer
 No. 1068
 1300 West Williams Drive
 Round Rock, Texas 78661

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James Lead James Lead, City Secretary, City of Round Rock, Texas

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James N. Bovington JAMES N. BOVINGTON, Registered Professional Engineer
 No. 1068
 1300 West Williams Drive
 Round Rock, Texas 78661

APPROVED AND APPROVED December 20, 1984 Date by the City Council of the City of Round Rock, Texas,
James Lead James Lead, City Secretary, City of Round Rock, Texas

**RM 620
EASEMENT AGREEMENT**

POLE @ STA 480+00 LT
 POLE @ STA 480+10 LT
 POLE @ STA 480+10 LT

OWNER:
 KRAUSE HOLDINGS LLC,
 SITE ADDRESS:
 1300 ROUND ROCK AVE, ROUND
 ROCK, TX 78681

LJA Engineering, Inc.

PLAT MAP RECORDING SHEET
DOC# 9511587

INSTRUMENT # —

DEDICATOR — 620 Auto Exchange Inc.

Doc# : 9511587
Rec. # 56.00
Date : 03-27-1995
Time : 08:54:20 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELABE BIZZELL
COUNTY CLERK

SUBDIVISION NAME — Will Geller Subdivision

MAP RECORDED IN CABINET L-326 SLIDE 326

PROPERTY FORMERLY KNOWN AS: 5.632 acres J.M. Harrell sy., A 284 WCT 2568-891 OR

H - city of RR

INSTRUMENT DATE — 2/6/95

FILE DATE — 3/24/95

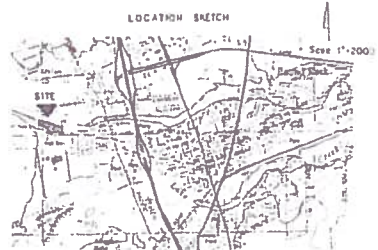
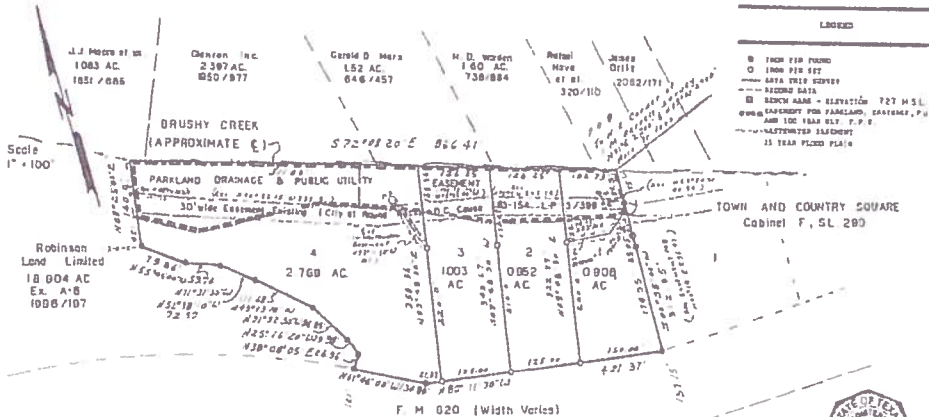
RM 620
EASEMENT AGREEMENT

POLE @ STA 480+00 LT

OWNER:
HAMMOCK RESTAURANTS
SITE ADDRESS:
1410 ROUND ROCK AVE, ROUND
ROCK, TX 78681

LJA Engineering, Inc. 

Doc # 9511587



Approved this 21st day of February, 1995, by the City Council and the Board of Commissioners of the City of Round Rock, Texas, and authorized to be filed and recorded by the County Clerk of Williamson County, Texas.

David D. Baker
City Clerk

Approved this 21st day of February, 1995, by the City Council and the Board of Commissioners of the City of Round Rock, Texas.

David D. Baker
City Clerk

Doc# 9511587

Notary Public for the State of Texas
W. W. W. W.
City of Round Rock, Texas

Notary Public for the State of Texas
W. W. W. W.
City of Round Rock, Texas

Notary Public for the State of Texas
W. W. W. W.
City of Round Rock, Texas

FINAL PLAT
WILL GALLER SUBDIVISION

OWNER: 620 Auto Exchange Inc.
Michael E. Benetti, Vice President
5.431 Acres

ACREAGE: 5.431 Acres

SURVEY: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

NUMBER OF BLOCKS: 4

NUMBER OF LOTS: 0

NEW STREET: 0

DATE: JANUARY 1995

SURVEYOR: W. F. FOREST JR.
ENGINEER: DANIEL A. SHAMAHIAN
Brass cap in concrete monument
Location: E 1/2 Sec 12, T200N, R100E, S. 1/4 Corner
Elevation: 127 ft. ±

RM 620
EASEMENT AGREEMENT

POLE 4 Sheet 2 @ STA 471+90 LT

OWNER:
HAMMOCK RESTAURANTS
SITE ADDRESS:
1410 ROUND ROCK AVE, ROUND ROCK, TX 78681

LJA Engineering, Inc.

- PLAT NOTES:**
- Building setbacks will be in accordance with the City of Round Rock zoning ordinance.
 - Setbacks will be constructed in accordance with the City of Round Rock subdivision ordinance.
 - A Fifteen foot (15') wide public utility easement is dedicated adjacent to all residential property lines of all lots shown herein.
 - A thirty foot (30') wide public utility easement is dedicated on each interior lot line to the north line of P.M. 412 to the south line of the Parkland Drainage and Public Utility easement shown herein. A Fifteen foot (15') wide public utility easement is dedicated along the east line of Lot 1 of this subdivision from the north line of P.M. 412 to the south line of the Parkland Drainage and Public Utility easement shown herein. A thirty foot (30') wide easement is dedicated along the west line of Lot 4 a distance of 85 feet.
 - This plat is limited to 3 acres plus or minus, 1/4 Sec. 12 and 2 will each have an acreage portion. Lots 3 and 4 will have a shared acreage portion.
 - Obstructions within any easement shown herein are prohibited.

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, *William F. Forest Jr.*, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and correct and up-to-date survey of the land shown hereon and that the corner monuments and monuments shown hereon were properly placed under my personal supervision. In accordance with the Statutes in force and effect of the City of Round Rock, Texas.

William F. Forest, Jr.
Date: 1-21-95

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, *Daniel A. Shamahian*, do hereby certify that the information herein and on this plat comply with the subdivision ordinance and the subdivision design policy adopted by the City of Round Rock, Texas.

Daniel A. Shamahian 1-21-95
Surveyor

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, *Michael E. Benetti*, Vice President of 620 Auto Exchange Inc., the owner of the certain tract of land contained in the Official Survey of Williamson County, Texas, do hereby consent to the subdivision of 5.431 acres of land situated in the City of Round Rock, Williamson County, Texas, and do hereby certify that I, the owner, have executed and caused to be delivered to the public use of the County of Williamson County, Texas, and all other lands intended for public dedication as shown herein.

Michael E. Benetti
620 Auto Exchange Inc.
Round Rock, Texas 78681

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 21st day of January, 1995, by *Michael E. Benetti*, Vice President of 620 Auto Exchange Inc., on behalf of said 620 Auto Exchange Inc.

Michael E. Benetti
Vice President
620 Auto Exchange Inc.

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 21st day of January, 1995, by *William F. Forest Jr.*, Registered Professional Land Surveyor, on behalf of said 620 Auto Exchange Inc.

William F. Forest, Jr.
Registered Professional Land Surveyor
620 Auto Exchange Inc.

Case E. 11/11/2002

4572

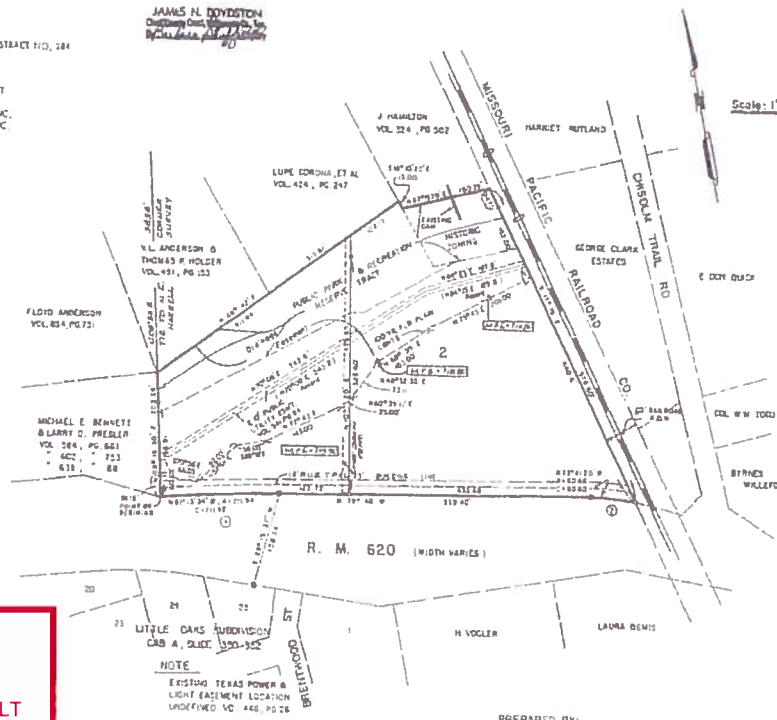
CREEKSIDE PLAZA

FILED FOR RECORD 6.696 Acres
 December, 1982

APR 27 1983

JAMES H. BOYDSTON
 Surveyor

OWNER: CREEKSIDE PLAZA, INC.
 ACREAGE: 6.696 AC.
 SURVEY: JACOB M. HARBELL SURVEY ABSTRACT NO. 284
 NO. OF BLOCKS: 9 BLOCKS
 NO. OF LOTS: 2 LOTS
 ZONING: C-1 DISTRICT
 I.T. OR NEW STRIPE: 0 - LINEAS FEIT
 DATE: DECEMBER 1982
 SURVEYOR: MEYER-LYTON-ALLEN, INC.
 ENGINEER: MEYER-LYTON-ALLEN, INC.



Scale: 1" = 100'

LEGEND

- P --- 1/4" Pin Found
- 0 --- Iron Pin Set
- R --- Conc. Man. Found
- D --- Conc. Man. Set
- EL --- Existing Line
- PL --- Proposed Line



CURVE DATA

Curve No.	Radius (ft)	Chord (ft)	Angle (deg)
1	3107.46'	7157.16'	157.16°
2	3879.72'	580.81'	150.81°
3	211.98'	80.64'	100.64°
4	211.98'	80.64'	100.64°
5	108.00'	40.40'	40.40°

LAND USE DATA

LOT	ACREAGE	PROPOSED USE
1	2.446	COMMERCIAL
2	4.250	COMMERCIAL
TOTAL	6.696	

NOTE:
 EXISTING TEXAS POWER &
 LIGHT EASEMENT LOCATION
 UNDEFINED VC 440, PG 26

PREPARED BY:
 MEYER-LYTON-ALLEN, INC.
 201 ANCHOR LANE
 AUSTIN TEXAS 78723
 ENGINEERS/SURVEYORS 812/476-4051

OWNER:
 CREEKSIDE PLAZA, INC.
 1205 SAN BASIL ROAD
 ROUND ROCK, TEXAS 78664
 512/251-2500

**RM 620
 EASEMENT AGREEMENT**

POLE 1 Sheet 3 @ STA 492+10 LT

OWNER:
 CCS ASSET MANAGEMENT
 SITE ADDRESS:
 910 ROUND ROCK AVE, ROUND
 ROCK, TX 78681

LJA Engineering, Inc.

**RM 620
EASEMENT AGREEMENT**

POLE @ STA 480+00 LT

**OWNER:
CCS ASSET MANAGEMENT
SITE ADDRESS:
910 ROUND ROCK AVE, ROUND
ROCK, TX 78681**

LJA Engineering, Inc. 

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

CREEKSIDE PLAZA

6.698 Acres
December, 1982

FLOOD NOTES FOR CREEKSIDE PLAZA

BEING 6.698 acres of land, more or less, out of the Jacob M. Harrell survey, Abstract No. 184 situated in the City of Round Rock, Williamson County, Texas, and being more particularly described by the metes and bounds which follow:

BEGINNING at an iron pin set on the north R.O.W. line of N.M. Highway No. 420, for the southeast corner of the herein described 6.698 acre tract of land;

THENCE N 89° 10' 30" E, along the 6.196 acre west line, passing an iron pin set at 136.91 feet, and continuing a total distance of 283.56 feet to a point;

THENCE N 66° 42' E, 537.01 feet to a point;

THENCE S 10° 10' 20" E, 13.00 feet to a point;

THENCE N 61° 19' 20" E, 340.19 feet to a point for the northeast corner of the herein described tract of land;

THENCE S 13° 19' E, along the east line of the said 6.698 acre tract, passing an iron pin found at 34.10 feet and continuing a total distance of 325.40 feet to an iron pin set in the north R.O.W. line of R.M. Highway No. 620;

THENCE 80.66 feet along an arc of a circle to the left, having a center angle = 7° 57' 24", a radius = 350.37 feet, a tangent = 69.50 feet, and a chord which bears N 75° 41' 20" W, a distance of 65.48 feet, to a concrete highway monument found;

THENCE N 22° 10' W, 517.46 feet to a concrete highway monument found;

THENCE 83.84 feet along an arc of a circle to the left, having a center angle = 3° 07' 48", a radius = 359.72 feet, a tangent = 211.91 feet, and a chord which bears N 81° 53' 18" W, a distance of 211.91 feet, to the PLACE OF BEGINNING, containing 6.698 acres of land, more or less.

NOTE:

The lot on this subdivision should be a possible water supply and a waterway provided by the City of Round Rock.

FLOOD PLAIN NOTE:

In accordance with drainage analysis calculations performed by Meyer, Lyman & Allen, Inc., the 100 year Flood plain is contained within the drainage easement shown herein.

RESTRICTIONS:

1. Prior to construction, drainage plans will be submitted to the City of Round Rock Public Works Department for review. Drainage plans will be limited to maximum rate at discharge status by detention at their approved structure.

2. Outlying slab elevation shall be 1 ft. above any point on the lot within 5 ft. of the perimeter of the building. The first 10 ft. of driveway shall have the same or greater elevation from the top of the curb.

3. Prior to grading, any type of earth moving, construction of, on or under the land in this subdivision, shall be submitted for the proposed development, and modifications thereof in the Engineering Department of the City of Round Rock and the Commissioners' Court of Williamson County for review and approval.

APPROVED FOR ACCEPTANCE:

Approved this 20th day of January, 1983, by the City Planning and zoning Commission of the City of Round Rock, Texas:

H. J. Wright
Secretary - City

Wanda
Cynthia Ann C. Bass

PASSED AND APPROVED:

This the 20th day of January, 1983 A.D.

APPROVED:

Larry L. Tom, Mayor

ATTEST:

James L. Tom, City Secretary

AUTHORIZED TO BE FILED FOR RECORD BY WILLIAMSON COUNTY TEXAS

STATE OF TEXAS

COUNTY OF WILLIAMSON

I, James W. Whitaker, Clerk of the County Court of Williamson County, do hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in my office on this day of January, 1983, A.D., at 1:00 o'clock P.M., and this record is in Book 207 of said County, and this record is in Page 103 of said County Court.

WITNESS my hand and seal of the County Court of said County, at office in Georgetown, the date last above written.

James W. Whitaker
Clerk

James W. Whitaker
County Court, Williamson
County, Texas

That Creekside Plaza, Inc., a corporation organized and existing under the laws of the State of Texas with office at Round Rock, Texas, acting herein by its President, Robert C. Clark, owner of 6.210 acres of land covered to him by deed recorded in volume 284, Page 829, of the Deed Records of Williamson County, Texas, and that Robert W. Dewey, Trustee, owner of 0.488 acres of land conveyed to him by deed recorded in volume 284, Page 829, of the Deed Records of Williamson County, Texas, do hereby subdivide a total of 6.698 acres of land out of the Jacob M. Harrell survey, Abstract No. 184 situated in the City of Round Rock, Williamson County, Texas, to be known as CREEKSIDE PLAZA, and do hereby dedicate to the use of the public all streets, alleys, parks, water courses, drains, easements, and public places shown thereon.

And, it is further understood that the enforcement of the plat restriction is the responsibility of the developer; however, the City of Round Rock and the Commissioners' Court of Williamson County shall have the right and authority to enforce the plat restrictions through appropriate legal procedure to prevent the construction, completion or utilization or causing of projects unless or until the requirements of the plat restrictions have been observed.

WITNESSES my hand this 20 day of Jan, 1983, A.D.
Robert C. Clark
Robert W. Dewey
Trustee

STATE OF TEXAS
COUNTY OF WILLIAMSON
Know all men, the undersigned authority on this day personally appeared Robert C. Clark, Trustee for Creekside Plaza, Inc., 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 and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL of office this the 20 day of Jan, 1983, A.D.
Notary Public in and for Williamson County, Texas
by Commission Expires 2-15-83
(Print Name) DORRIS MORRIS

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS
Before me, the undersigned authority on this day personally appeared Robert W. Dewey, Trustee, 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 and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL of office this the 20 day of Jan, 1983, A.D.
Notary Public in and for Williamson County, Texas
by Commission Expires 2-15-83
(Print Name) DORRIS MORRIS

In approving this plat by the Commissioners' Court of Williamson County, Texas, it is understood that the building of all streets, roads and other public thoroughfares and any bridge necessary to be constructed or placed in the street in accordance with the plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas, and said any of the streets, roads or other public thoroughfares shown on this plat or of constructing any of the bridges or culverts in connection therewith. It is further understood that upon completion of the streets obligations of the Developer and upon occupancy of the lots along the roads and streets in the area shown, an entire responsibility for maintenance of said streets, roads and drainage facilities.

PREPARED BY
MAYNARD, LITTLE, WILCOX, INC.
2011 Amber Lane
Austin, Texas 78761

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, John W. Whitaker, do hereby certify that the information contained on this plat, together with the subdivision ordinance and the plat map of the same, as adopted by the City of Round Rock, Texas.

John W. Whitaker, III, P.E., Surveyor
12/21/82
STATE OF TEXAS
COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENTS
That I, Kirby L. Meyer, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Standard Regulations of the City of Round Rock, Texas.

Kirby L. Meyer
Kirby L. Meyer, R.P.S., Plater
STATE OF TEXAS
COUNTY OF WILLIAMSON