

**Time Warner Cable Texas LLC
(CHARTER COMMUNICATIONS)
Utility Relocation Agreement**

**EXHIBIT
"A"**

This Discretionary Service Agreement ("Agreement") is made and entered into this ___ day of _____, 2019, by Time Warner Cable Texas LLC ("Charter Communications" or "Company"), a Delaware Limited Liability Company, and City of Round Rock ("Customer"), a home-rule municipality, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties." In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following services in accordance with this Agreement:

Customer agrees to pay Company for the relocation of its facilities in the Southwest Round Rock area as indicated on attached drawings (Exhibit "A").

2. **Discretionary Service Charges** - Charges for any discretionary services covered by this Agreement are determined by actual costs accumulated in accordance with an established accounting procedure developed by the Company and which the Company uses in its regular operations. Company and Customer agree to comply with any applicable Texas Public Utility Commission ("PUC") or court orders concerning such discretionary service charges. An estimate of Service Charges is attached as Exhibit "B."

3. **Term and Termination** - This Agreement becomes effective the date it is signed by the Customer and continues in effect until the utility relocation is complete. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

4. **No Other Obligations** - This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

5. **Governing Law and Regulatory Authority** - This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

6. **Amendment** - This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable Rules are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

7. **Entirety of Agreement and Prior Agreements Superseded** - This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

8. **Notices** - Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

Charter Communications Attn: Jerry Doyle
CTX Manager
12012 N. MOPAC Expressway
Austin, TX 78758

(b) If to Customer:

Attn: City Manager
City of Round Rock
221 East Main Street
Round Rock, TX 78664

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

9. **Invoicing and Payment** - Invoices or payments for any discretionary services covered by this Agreement will be mailed to the following address (or such other address directed in writing by Customer or Company).

Invoices

City of Round Rock, 221 East Main Street, Round Rock, TX 78664

Payments

Charter Communications

Attn: Terry Doyle

12012 N. MOPAC Expressway

Austin, TX 78758

10. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion n, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

11. **Taxes** - All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

12. **Headings** - The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

13. **Multiple Counterparts** - This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

14. **Other Terms and Conditions** – Customer agrees that payment shall be made within 60 days of the date the project is completed or the date the invoice is received, whichever is later. Charter Communications shall provide notice to Customer when Charter becomes aware that actual costs will exceed the estimate by more than ten (10%) percent.

Time Warner Cable Texas LLC

By: Charter Communications Inc., its Manager

City of Round Rock

BY: _____

BY: _____

TITLE: Area Vice President _____

TITLE: _____

DATE: _____

DATE: _____

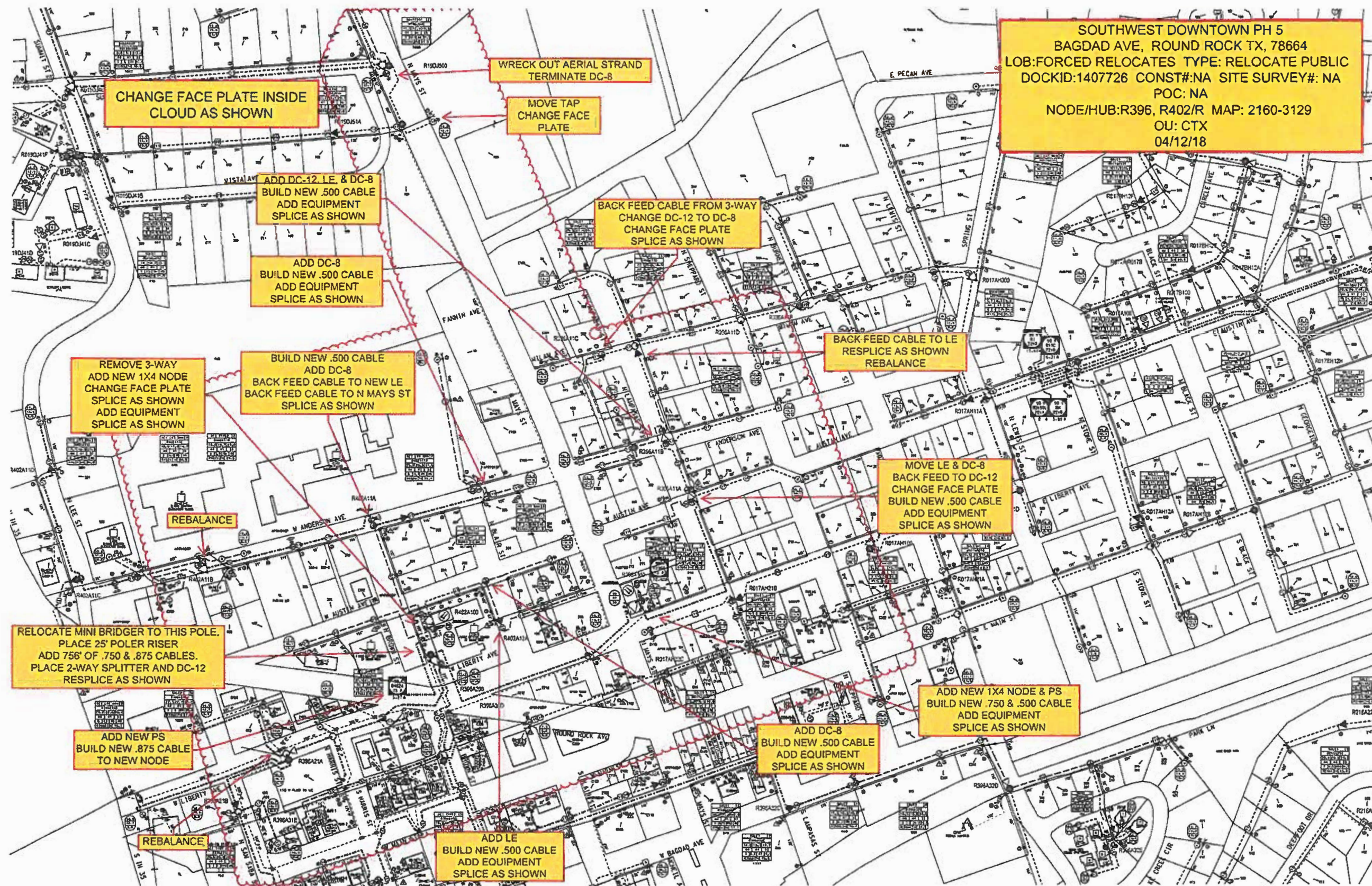


Exhibit "A-2"

Proof & Place 1108, Pull Case Occupied 1105'

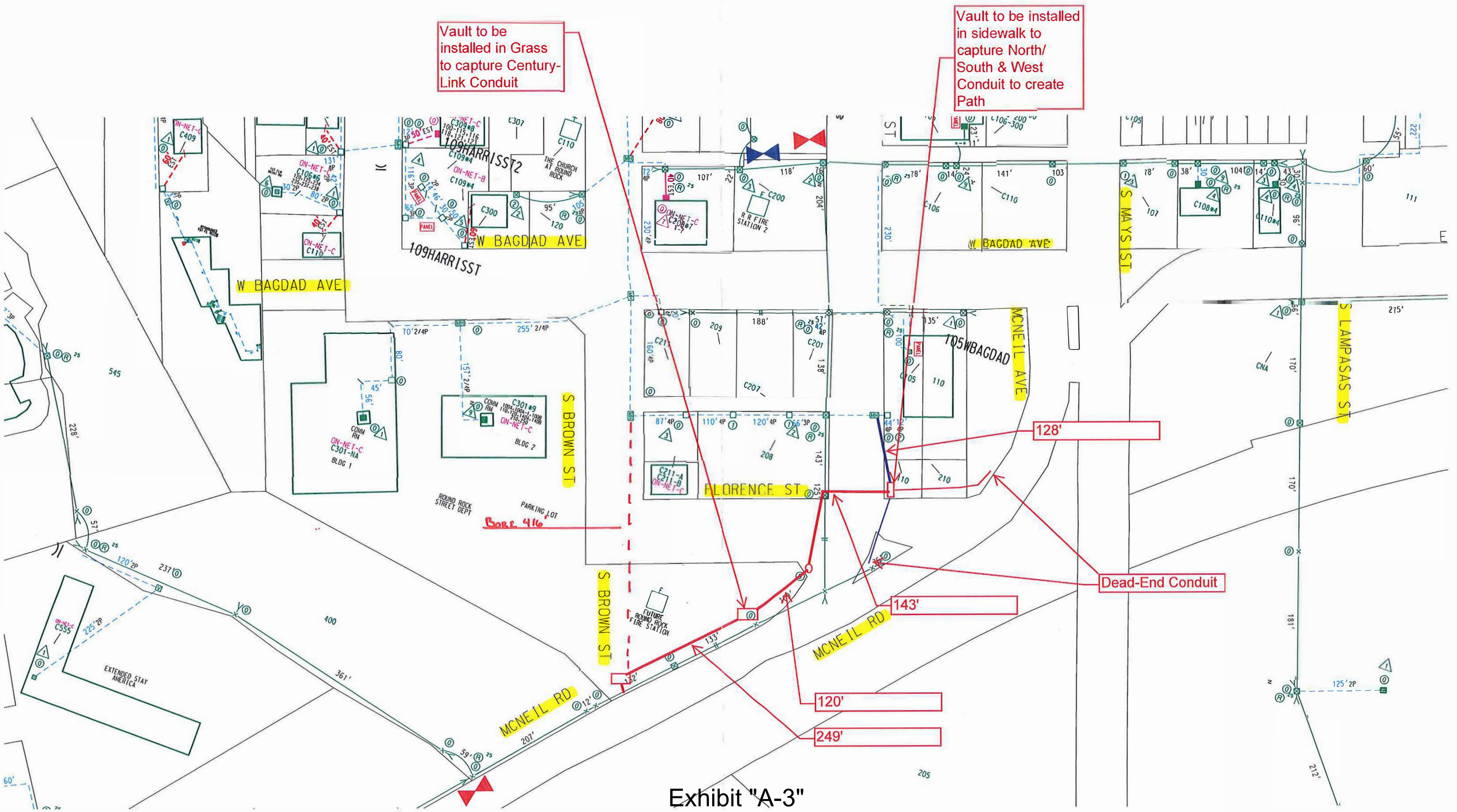


Exhibit "A-3"

Spectrum

Downtown Round Rock Cost Breakdown

Bore @ McNeil

\$91,582.14

206 W Main St

\$3,809.84

298 E Bagdad Avenue

\$549.73

Southwest Downtown Ph 5

\$197,442.00

Grand Total

\$293,383.71

Exhibit "B"