

POLE ATTACHMENT AGREEMENT

This Agreement, dated _____, between City of Leesburg, with its principal office located at 500 Meadow St, Leesburg, Florida, 34748, herein referred to as "COL", and Embarras Florida, Inc. d/b/a Century Link, maintaining its an office at 5454 W. 110th Street, Mailstop: KSOPKJ0902-9057, Overland Park, KS 66211, herein referred to as the "Licensee" and "Century Link";

WITNESSETH

WHEREAS, Licensee provides broadband communications services and proposes to erect, maintain and attach broadband communication facilities for commercial lease or other for-profit purposes to Poles owned by COL; and

WHEREAS, COL, to the extent required by federal, state and local law, agrees to permit the Attachment of such communications facilities to its Poles, in strict accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises aforesaid and the mutual covenants and agreements hereinafter set forth, the parties hereby mutually agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Section 1.0 Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

- 1.01 "Attachment" shall mean COL authorized contact(s) on a pole to accommodate Century Link's cables, strands, wires, and associated apparatus and equipment, including service drops and multiple contacts where required. A single Attachment includes the vertical space 6" above and 6" below the point of Attachment. Multiple service drops attached to a single pole and positioned in close proximity to one another will be considered as one Attachment. Any other appurtenance affixed to a pole not herein defined, with the exception of guy and ground wires, shall be considered as a separate Attachment.
- 1.02 "Licensee and its Contractors" shall mean the Licensee and any persons or entities who provide labor, services or materials in connection with the Attachment and maintenance of Licensee's Attachments to COL's Poles (hereinafter defined), including, but not limited to, contractors, subcontractors, sub-subcontractors, material men, agents of any kind and their respective officers, supervisors, agents and employees.
- 1.03 "Communication Facilities" shall mean all cables, support wires, bonding wire, grounds, guy wires, power supplies or other equipment of Licensee which is attached to COL's Poles.
- 1.04 "Distribution Pole(s)" are defined as a wood, concrete, or metal pole on which is supported supply conductors of less than 50KV, included in FERC Account 364 "Distribution Plant Poles, Towers & Fixtures." Normally this pole will have a length of less than 55 feet. This includes lift (drop) Poles which normally support only service drops to the customer.
- 1.05 "COL's Poles" are defined as either Distribution Poles or Transmission Poles to which COL has agreed to permit Attachment pursuant to this Agreement

1.06 "NESC" shall mean the current edition of the "National Electrical Safety Code" as amended, including all retroactive provisions, if any.

1.07 "Transmission Pole(s)" are defined as a wood, concrete or metal pole on which is supported supply conductors energized above 50KV included in FERC Account 355, "Transmission Plant, Poles & Fixtures." Normally, this will be a pole having a length of 55 feet or more.

Section 1.1 Effective Date

This Agreement shall not become effective and binding upon COL until it is approved and executed by the City of Leesburg Commission and Mayor and until a fully executed copy hereof is delivered to Licensee.

Section 1.2 Term

This Agreement shall continue for a period of **ten (10) years** from the Effective Date and will continue year to year unless terminated by either party by at least 180 days written notice.

ARTICLE II - AUTHORITY TO ATTACH

Section 2.0 Authority to Attach

This Agreement shall be in effect in any area in Florida for which Licensee holds a valid franchise license or certificate as required by state and local laws, or as otherwise authorized by a governmental authority to provide broadband communication services to such areas in which COL's Poles are located. Upon compliance with all relevant terms and provisions of said franchise or license and this Agreement, Licensee is authorized to attach its broadband communications facilities to COL's Poles.

Section 2.1 Denial of Attachment

To the extent permitted under federal, state and local law, COL reserves the right to deny Attachment or order removal of existing Attachments of communications facilities to any of COL's Poles including, but not limited to, Poles which in the reasonable judgment of COL (i) are required for the immediate or planned use of COL, (ii) are not acceptable for Attachment because of safety considerations and compatibility with existing or committed Attachments of others within the available communication space on existing Poles, (iii) have been installed primarily for the use of a third party, or (iv) Attachments of communications facilities to the Attachments of third parties presently attached to COL's without the permission of the third party to so attach, or (v) are scheduled to be removed due to an overhead to underground conversion project.

Section 2.2 Unauthorized Attachments

Any unauthorized Attachment to COL Poles shall be subject to removal. COL will provide written notice to Licensee allowing sixty (60) days in which to remove or make suitable arrangements to permit the unauthorized Attachments. If no arrangements have been made within the time allowed, COL

shall have the right to remove the unauthorized Attachments at the sole cost and expense of Licensee. If uncured after sixty (60) day period as set forth herein, Licensee agrees to pay an unauthorized Attachment fee of five times the current annual rental fee per pole if the violation is self-reported or discovered through a joint inspection, with an additional \$200 per pole if the violation is found by COL in an inspection in which the pole occupant has declined to participate. Licensee will have an opportunity to avoid sanction by submitting plans of correction within sixty (60) calendar days of receipt of notification of a violation or by correcting the violation and providing notice of the correction to COL within one hundred eighty (180) calendar days of receipt of the notification of the violation.

ARTICLE III - GUIDELINES FOR ATTACHMENTS

Section 3.01 *Permitting of Attachment*

Before making any initial or additional Attachment of its facilities to any pole of COL, Licensee shall make application to COL for a permit in the form of **Exhibit A**, attached hereto. In addition to the permit, the following items shall be included.

- General location map, showing nearest cross streets.
- A map detailing existing and proposed pole Attachments. COL pole numbers and heights of Poles to be shown on this map.
- Wind-loading calculations performed by the Licensee for existing and proposed Attachments.
- Copies of any permits required by outside entities (FDOT, Lake County, City, when applicable.)

Failure to include these items will result in the permit being denied. No Attachment shall be made by Licensee prior to receipt from COL of an approved permit, which will be processed in the time frame required by the FCC (**see Exhibit D**). Service drops on Poles may be permitted monthly on one "after the fact" permit. Additional Attachments made during an emergency repair shall be reported as soon as practically possible. Licensee shall ensure that each permitted new Attachment is made in accordance with the terms of this Agreement as well as the specific provisions, if any, contained in the permit. The failure of Licensee to obtain such a permit prior to making an Attachment shall constitute an unauthorized Attachment per *Section 2.2*. Recurrent violations of this Section may result in default (*Section 7.01*) of this Agreement.

Section 3.02 *Permit Forms*

Beginning with the commencement date of this Agreement, the submittal of Attachment Request (*Exhibit A*) and Removal Request (*Exhibit B*) forms shall be the exclusive procedure to be used by Licensee in obtaining permits to attach or remove its facilities to/from COL Poles. These Exhibits will also

adjust the inventory of Attachments from which annual billings will be generated. All Attachment Request and Attachment Removal forms must be submitted to:

City of Leesburg Electric Department
Attn Senior Electric Service Planner
Pole Attachment/Removal Request
2010 Griffin Road
Leesburg, FL 34748

Section 3.03 Time to Complete Installation

Except as otherwise agreed to by COL and the Licensee, Licensee shall complete the installation of its Attachments upon the pole(s) covered by each approved permit within ninety (90) days of approval by COL or by a date both parties agree for larger/complex projects. In the event Licensee should fail to complete the installation of its Attachments within the prescribed time limit, the permit granted by COL to place such Attachments upon COL's pole or Poles shall terminate and Licensee shall not have the right to place such Attachments upon the pole or Poles without first reapplying for and receiving a permit to do so, all as prescribed in *Section 3.02* as applicable to the initial application. Licensee shall notify COL in writing that the work on the permit has been completed. Include a copy of the "approved" Attachment request with the written or electronic notification.

Section 3.03 Pre-Attachment Inspection

COL shall have the right, but not the obligation, to conduct a pre-Attachment field inspection of all proposed Attachment locations described in the permit application. COL's inspections shall not excuse Licensee's non-compliance with, or inspection obligation under, this Agreement. Licensee shall reimburse COL upon written demand for all reasonable costs of such inspection.

Section 3.04 Make-Ready Work

In the event that any of COL's Poles, to which Licensee desires to make Attachments, are inadequate to support Licensee's facilities, COL will so notify Licensee in writing, including a detailed description of the make-ready work necessary to permit such Attachment. This may include, but is not limited to, the increased cost of larger Poles, cost of removal and the expense of transferring COL's facilities, from the old to the new Poles, together with the estimated cost of such make-ready work, to Licensee, and any other specifications with which the Attachment must comply as a condition(s) for approval of the permit.

Where COL installs a new, intermediate (in line) pole solely for Licensee, all reasonable material, labor and overhead costs, including the cost of transferring facilities, shall be paid to COL by Licensee.

Before COL will proceed with any make-ready work, Licensee shall provide written confirmation (see **Exhibit E**) that it wishes COL to proceed with such make-ready work. Such writing obligates Licensee to reimburse COL for the entire actual cost and expense of such make-ready work; provided, however, that such costs shall not exceed 110% of the make-ready estimate and Licensee shall not be required to pay

more than 110% of the make-ready estimate. Upon completion, COL will provide Licensee with written authorization to attach. Where Licensee's desired Attachments can be accommodated on present Poles of COL by rearranging COL's facilities thereon, Licensee shall pay COL for the entire reasonable cost and expense of completing such rearrangement. Such work shall be completed before Licensee attaches its Communications Facilities to COL's Poles. Any additional support of Poles, including, but not limited to, guying required to accommodate the Attachments of Licensee, shall be provided by and at the expense of Licensee. Licensee shall not set any Poles under or in close proximity to COL's facilities which location would be in violation of NESC requirements. Licensee may, however, request COL to set such Poles as Licensee may desire, and COL may accept such request unless such Poles would unreasonably interfere with COL's or other owners' use of their facilities. If such request is granted, Licensee shall pay COL for the entire reasonable cost of setting such Poles.

Section 3.05 Installation Standards

Licensee's communications facilities shall be erected and maintained in accordance with NESC and the current requirements of COL, which COL shall provide to Licensee, and as may be amended or revised upon a minimum of thirty (30) days written notice to Licensee. COL shall provide copies of such amended or revised requirements to Licensee. Existing facilities which comply with NESC requirements at the time the Attachment was made may be operated in place until rebuild, relocation, etc., provides opportunity to upgrade to current COL requirements. *Drawing 2-3* are incorporated herein, and unless otherwise specified by COL, describe minimum construction requirements under typical conditions.

Section 3.06 Guying

Any guying required, by reason of the Attachments of licensee, shall be installed by and at the expense of Licensee and shall meet requirements of all applicable codes of regulations and if no code or regulation is applicable, or if COL has established generally applicable guying standards more stringent than code requirements, shall meet COL's Standards, which COL shall provide to Licensee in advance. Use of COL's guys and anchors by Licensee is strictly prohibited at all times. All additional guying required for Licensee's Attachments shall be installed within existing easements held by Licensee, or if additional easements are required to accommodate the guying, they shall be obtained by Licensee, at its sole expense, prior to installation of the guying.

Section 3.07 Riser Installation

COL reserves the right to approve or not approve the installation of any riser to an existing or new pole. If Licensee desires to install a riser to a new or existing pole, Licensee shall submit the installation design, including the size of the proposed riser and adequate loading data to assess the impact on the existing pole, in writing. COL shall evaluate the proposed riser installation and approve, deny or recommend changes to the proposal within thirty (30) days of receipt of the proposal. COL shall not

approve a PHONE riser on an existing pole that has an electric primary riser installed on the pole. COL shall not approve a PHONE riser on a deadend pole. All PHONE risers approved will be installed in conduit, with clamps every three (3) feet attaching the riser to the pole or be covered with riser guards to within twenty four (24) inches of strand. Loose cable risers will not be permitted. See attached Drawing #1.

Section 3.08 Maintenance of Attachments

Licensee shall, at its own expense make and maintain its Attachments to COL's Poles in a safe and workmanlike manner in accordance with this Agreement, industry standards and all applicable codes and laws, including the NESC. Violations of COL or NESC requirements which are discovered by COL shall be corrected by Licensee within sixty (60) days, at its expense. Failure by Licensee to so maintain its Attachments may result in termination of this Agreement pursuant to Article VII.

Section 3.09 Relocation of Attachments Due to Conflicts or Unreasonable Interference

Licensee's Attachments shall not conflict with the primary use of COL's Poles by COL, or by any other prior party using the Poles, or unreasonably interfere with the operation of other pre-existing facilities thereon. Licensee shall within thirty (30) days of written notice or mutually agreed upon time period (see **Exhibit "H", Request to Transfer or Remove Attachment**) and at its own expense, remove, relocate, replace, rebuild or renew its facilities placed on any Poles, or transfer them to substituted Poles, or perform any other work in connection with its facilities that may be required by COL, the NESC or other applicable codes and laws.

However, in case of any emergency involving the safety of persons or protection of property, or non-response within above 30 day provision, COL may, but shall not be obligated to, remove, relocate, replace, rebuild or renew the facilities placed on Poles by Licensee, transfer them to substituted Poles, or perform any other work in connection with said facilities that may be required for COL's reasonable maintenance, replacement, removal or relocation of said Poles or the facilities thereon. Licensee shall, on written demand, reimburse COL for all reasonable expenses incurred by COL pursuant to the provisions of this Section. Nothing in this Section shall be construed to relieve Licensee from maintaining adequate work forces readily available to promptly repair, service and maintain Licensee's facilities as herein required.

Section 3.10 Abandonment of Pole

When COL abandons the use of any pole hereunder and licensee wishes to purchase the pole and COL agrees with such purchases, which agreement shall not be unreasonably conditioned, withheld or delayed, Licensee, upon the receipt of a proper Bill of Sale, (see **Exhibit F**) from COL and the payment to COL in

an amount mutually agreed to by the parties, shall become the owner of said pole and shall be solely responsible for any and all liability, cost or expense arising thereafter out of the location, use, condition or disposal of said pole.

Section 3.11 Areas Converted from Overhead to Underground

COL has established areas that are "future underground" areas or designated "underground areas". At the request of the Licensee, COL will provide maps of those areas. Additional overhead Attachments will not be approved in these areas. In these areas, or other areas that have underground electric distribution, COL will provide a written notice to Licensee to remove or convert all of Licensee's overhead Attachments to underground. Licensee shall have 60 days to complete the conversion or removal as required. Licensee can request an extension of 60 days with a written request to COL. Failure to remove or convert the Attachments to underground will result in additional charges per month.

Section 3.12 Pole Maintenance and Facilities Operation

COL reserves to itself, its successors and assigns, the right to maintain its Poles and to operate its facilities thereon in such manner as will enable it to fulfill its own electric service and maintenance requirements.

Section 3.13 Tree Trimming and Brush Cutting

All tree trimming and brush cutting in connection with the initial placement of wires or other equipment shall be borne entirely by the Party placing wires or other equipment. Unless agreed otherwise in writing, Licensee shall be responsible for any and all additional tree trimming and brush cutting related to wires or equipment it owns. COL shall notify the Licensee in the event that failure to trim said lines, results in an unsafe condition. Licensee shall have 30 days to clear said lines, or COL will trim and bill Licensee the actual reasonable costs for said work.

Section 3.14 Updated Location Maps

It shall be the duty and responsibility of Licensee to maintain accurate, up-to-date location maps and records of all its Attachments on COL's Poles. COL shall have the right to inspect, and upon request, obtain a copy of said location maps and records at any time during regular business hours with reasonable notice.

Section 3.15 Identification of Attachments

Licensee shall identify all of its facilities on COL Poles by tagging, marking, etc., pursuant to COL identification requirements, which COL shall provide in writing to Licensee.

Section 3.16 Voluntary Removal of Attachments

Licensee may at any time at its sole discretion remove its communication facilities, in whole or in part, from COL's Poles and it shall promptly give COL written notice of such removal with the submission of **Exhibit B** attached hereto. No refund or proration of any prepaid Attachment fee shall be given on

account of such removal. Licensee shall continue to be responsible for payment of the applicable Attachment fee for previously permitted facilities until the end of the billing period during which notice of removal of said communications facilities is received by COL. COL will notify Century Link of all attachments removed from Century Link Poles by sending Exhibit J to Century Link.

Section 3.17 Governmental Challenge to Attachment

Upon sixty (60) days notice from COL to Licensee that any governmental authority has objected to or disputed the right of Licensee to use any of COL's Poles, or the method in which Licensee exercises such right, the permit covering the use of such Poles shall terminate and the communications facilities of Licensee shall be removed from the specified Poles unless, at COL's sole discretion, it receives COL's permission to maintain such Attachments during the pendency of formal proceedings.

ARTICLE IV - LOCAL GOVERNMENT FRANCHISES AND EASEMENTS

Section 4.1 Legal Right to Attach

By submission of a permit application, Licensee affirmatively warrants and affirms to COL that it has the legal right to operate in the area of the permit by having first obtained currently valid franchise and/or license agreements issued by any local government having jurisdiction over the area within which COL's Poles are located.

Section 4.2 No Assignment of COL's Interests

It shall be the sole responsibility of Licensee to obtain and maintain for itself such easements or licenses as may be appropriate for the placement and maintenance of its Attachments to COL's Poles located on public or private property. Nothing in this Agreement shall constitute or create an assignment to Licensee by COL of any easement or license held by COL or of any rights under any easement or license held by COL. To the extent required by federal, state or local law, COL agrees to provide reasonable assistance to Licensee in identifying the owners of private property on which COL's Poles are located. Licensee affirmatively warrants and represents to COL that it has the legal right to attach and maintain its communications facilities on the property of all persons owning or claiming any interest in the property over which its facilities will be located pursuant to the terms of this Agreement and any permit issued hereunder.

ARTICLE V - FIELD INVENTORIES

Section 5.1 Field Inventories

In order to verify the number of Attachments made by Licensee to COL's Poles, COL shall have the right to obtain a field inventory no more than once every five (5) years. COL shall provide thirty (30) days' written notice to Licensee before conducting such field inventory, and Licensee may, at its election, have a

representative present during such field inventory. Licensee shall reimburse COL, upon written demand, for the actual costs of any such inventory only if conducted by a third party contractor and Licensee will pay its prorated share of the cost which should include all other third party attachers. This field inventory shall not operate to relieve Licensee of any responsibility, obligation or liability under this Agreement.

Section 5.2 Cost of Field Inventories

Bills for field inventories conducted pursuant to this Article shall be payable within thirty (30) days after the count is reconciled and mutually agreed upon by both parties. Non-payment shall constitute a default under this Agreement.

Section 5.3 Field Inventory True-Up

If COL obtains a field inventory of the facilities of Licensee in accordance with *Section 5.1* of this Agreement, and COL finds that the total number of Attachments is greater than the number reflected in current Attachment permits, then upon completion of such inventory, COL's Attachment record will be adjusted accordingly and subsequent billing will be based on the actual number of Attachments. Retroactive billing will be prorated from the date of the previous field inventory or the effective date of this Agreement, whichever is more recent, based on the current Attachment rate. In no event will retroactive billing be for a period of more than five (5) years. Should the field inventory reveal that Licensee has made Attachments without a permit or without having paid the proper rental charge by correcting an invoice to reflect such additional Attachments, see Section 2.2 Unauthorized Attachment.

ARTICLE VI - RENTAL AND PROCEDURE FOR PAYMENTS

Section 6.1 Rental Payments

Rental Rates are based on the FCC recommendations. Licensee offers cable, phone and internet service. The rate formula will be based on the FCC's Telecom rate (Section 224(c). See **Exhibit I**. The average height of pole will be 39 feet. Unusable space is 24.8 feet, as determined by pole height, NESC clearances, and COL construction specifications. The number of attaching entities, including COL is four (4). Rental rates are per attachment per year.

Licensee shall pay to COL an annual Attachment rental fee. As of the signing of this contract, the fee will be ***\$13.40 per pole attachment as described in section 1.01***. This fee will be adjusted annually on January 1st of each year. Rental fees and all applicable sales or use taxes shall be payable annually in advance on the 15th day of January. Such annual payments shall be based upon the actual number of Attachments which are being maintained or permitted as of the first day of the year.

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Section 6.2 Invoice Accuracy

Licensee's acceptance and payment of annual invoices issued by COL shall constitute Licensee's verification that the invoice is correct as to the number of actual Attachments.

Section 6.3 Payment Due Date

All billings by COL under this Agreement are due within forty-five (45) days of receipt. Invoices outstanding after forty-five (45) days shall incur interest on such unpaid amount from the date such invoice is due until it is paid at the rate of 18% per annum or the maximum permitted by law.

Section 6.4 Revision of Rental Rate

COL may revise the Attachment rental rates as set forth in *Section 6.1* in accordance with federal, state or local laws, if applicable, by giving written notice to Licensee of such revision not less than ninety (90) days prior to the effective date of any such revision. The anticipated effective date will be January 1 and rates will remain in effect through December 31 of the following year.

ARTICLE VII - TERMINATION

Section 7.1 Suspension of Rights for Default

If Licensee shall fail to comply with the material provisions of this Agreement, or default in any of its material obligations under this Agreement, and such default or non-compliance shall continue for thirty (30) days after notice thereof in writing to the Licensee from COL to correct such default or non-compliance, all rights of Licensee to apply for additional Attachment permits shall be suspended. If such default shall continue for a period of sixty (60) days, COL may, at its option, terminate this Agreement in whole or in part, or may revoke the permit to which such default or non-compliance is directed. In case of such termination, Licensee's obligations hereunder shall survive and no refund of prepaid rentals shall be made.

Section 7.2 Processing of Permits during Suspension

During any period of suspension of Licensee's rights pursuant to *Section 7.1* above, COL will not process or approve any application for a permit for additional Attachments until Licensee has corrected such underlying default or non-compliance.

Section 7.3 Termination

Licensee may terminate this Agreement by giving to COL at least ninety (90) days written notice. COL may terminate this Agreement as described in *Section 7.1*. Upon termination of this Agreement by Licensee, Licensee shall commence, within 60 days, the removal of its Attachments from COL's Poles. Completion will be within 120 days or at a minimum rate of 5,000 Attachments per month. If not so removed, COL shall have the right to remove them at the sole cost and expense of Licensee and without any liability to Licensee. All such equipment shall be released by COL to Licensee at the site where it is being stored upon the payment by Licensee to COL of all amounts owed to COL hereunder.

ARTICLE VIII - INDEMNIFICATION, LIABILITY AND INSURANCE

Section 8.01 Indemnification

Each Party shall assure to the other party that its facilities are and remain in full compliance with this Agreement. Each Party shall defend and hold the other party harmless against and indemnify the other party for any and all accidents, damages, claims, causes of action of whatsoever kind or nature for injury or death to any person (including indemnitee' employees) and for damage to or destruction of property (including indemnitee' property), costs and reasonable attorneys' fees, including attorneys' fees in connection with any appellate proceedings, resulting wholly, or in part, directly from any and all grossly negligent acts or omissions of such party, or their subcontractors or material men or any other person or entity employed in connection with the performance of the work and maintenance required by this Agreement. Provided, however, that each party shall not be obligated to indemnify the other party from any such claims, liabilities, obligations, damages or causes of action to the extent such are the result of the sole negligence of such party arising within the scope of or in carrying out this Agreement. Anything to the contrary in this Agreement notwithstanding, under no circumstances shall the liability of COL under this Agreement or any claim arising out of this Agreement or Licensee's activities permitted hereunder, exceed the maximum amount provided in Sec. 768.28, Fla. Stat. (2011), for the waiver of sovereign immunity by a local government in Florida.

If any member of the public, or of the Licensee and its Contractors is injured or killed, or if any property including COL's or the public's is damaged in the course of work being performed by or under the direction of Licensee under the provisions of this Agreement, Licensee shall notify COL's Human Resources Department at 352-728-9786. Such notifications shall be made promptly upon knowledge of such an event, either in person or by telephone and promptly confirmed in writing within twenty-four (24) hours and shall include all pertinent data, including, but not limited to, name of injured party, location of accident, description of accident, nature of injuries, names of witnesses, disposition status of injured or deceased person(s).

Section 8.02 Damage by a Party

Each Party shall exercise proper precautions to avoid damage to the facilities of COL and others supported on the Poles, and hereby assume all responsibility for any and all loss or damage directly and solely caused by the Party. Each Party shall make a prompt report to the other Party of the occurrence of any damage caused directly and solely by the other Party and hereby agrees to reimburse the other Party for any related reasonable expense incurred in making repairs. Licensee hereby assumes full responsibility for any and all damages to its own plant or facilities and damages to any appliances or equipment of any subscriber to Licensee's service, arising from accidental contact with COL's energized conductors. Licensee

hereby agrees to indemnify and hold COL harmless against any such damages, together with all reasonably and actual attorneys' fees and costs incurred by COL in the defense of any claim for such damages, including reasonable and actual attorneys' fees and costs related to appellate proceedings.

Section 8.3 Minimum Insurance Requirements

During the term of this Agreement, Licensee shall maintain the following minimum levels of insurance on forms and with insurers having an A.M. Best's rating of A-VII or better and a license to do business in the state:

- (1) Workers Compensation Insurance - Statutory limits.
- (2) Employer's Liability Insurance - \$1,000,000 each occurrence and \$1,000,000 each employee as respects disease claims.
- (3) Commercial General Liability Insurance, including blanket contractual liability - \$5,000,000 combined single limit per occurrence.
- (4) Automobile Liability Insurance - \$1,000,000 combined single limit per accident.

With respect to the requirement for Commercial General Liability Insurance, the City of Leesburg shall be named as Additional Insured to the extent of the agreement, contract or lease. Prior to the commencement of any Attachment of facilities or any work hereunder, Licensee and its Contractors shall furnish COL with certificates of insurance evidencing the required insurance coverage which shall include a provision that such insurance shall not be canceled without prior written notice in accordance with policy provisions to COL. The contractual liability coverage shall insure the performance of all obligations assumed hereunder, including specifically, but without limitation, the indemnity provisions in this Agreement. All policies shall include a waiver of subrogation in favor of COL.

ARTICLE IX - DANGER! NOTICE TO LICENSEE AND ITS CONTRACTORS

Section 9.1 Electricity is a Natural Hazard

Licensee and its Contractors are hereby advised that the generation, transmission and/or distribution of electrical energy involves the handling of a natural force which, when uncontrolled, is inherently hazardous to life and property. Licensee and its Contractors are further hereby advised that, due to the nature of the work of attaching its facilities to COL's Poles hereunder, other hazardous or dangerous conditions (not necessarily related to the inherent danger of electricity) may also be involved in the work. Accordingly, prior to the commencement of the Attachment of any Licensee facilities to COL's Poles, Licensee and its Contractors shall inspect the work area on or near COL's Poles specifically to ascertain the actual and potential existence and extent of any hazardous or dangerous conditions. It shall be the sole and exclusive duty of the Licensee and its Contractors to instruct its supervisors and employees, with respect to any such conditions and the safety measures to be taken in connection therewith; and during the course of the work, Licensee and its Contractors shall take all such measures as may be deemed necessary or prudent to protect

and safeguard the person and property of their employees and of the general public against all hazardous or dangerous conditions as the same may arise.

Section 9.2 *Precautions before Commencing Work*

Licensee and its Contractors shall, before climbing Poles or structures, exercise commercially reasonable efforts to make certain that the Poles or structures are strong enough to safely sustain workmen's weight in the performance of the required work on the Poles or structures. Licensee and its Contractors shall have the affirmative duty to identify and comply with pole marking procedures undertaken by COL (or its contractors) in the ordinary course of business, which procedures may indicate a hazardous pole condition prohibiting any work on such Poles. All work designated in any Application and Permit under this Agreement to be performed near energized electrical conductors shall be performed under the conditions and at the place as stated, but only with the specific understanding that if Licensee and its Contractors in their sole discretion regard the location where such work is to be performed, or where such work is being performed, as an unsafe place to work, Licensee and its Contractors shall immediately cease and desist from performing all work in such hazardous area. Licensee shall then request, in writing, that COL make such change or changes as may be necessary or desirable to render the place of performance at the job site a safe place to work for Licensee and its Contractors before Licensee and its Contractors are permitted to proceed with any work.

ARTICLE X - OWNERSHIP AND ASSIGNMENT

Section 10.1 Assignment

This Agreement shall not be assigned without the written permission of COL, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that Licensee may assign this Agreement without the necessity of consent to any person acquiring all or substantially all of Licensee's assets or stock. A new **Exhibit C** certifying the current Attachment count will be required at such time.

Section 10.2 No Ownership Right Created

No use of COL's Poles under this Agreement shall create or vest in Licensee any ownership or property rights in COL's Poles or any ownership, property or other right to use COL's Poles except in accordance with the terms and conditions of this Agreement. Licensee's rights herein shall be and remain limited to attaching its communications facilities to COL's Poles in strict accordance with the terms and conditions of this Agreement. Nothing herein contained shall be construed to compel COL to maintain in operation any of COL's Poles as a result of a change in COL's own service requirements.

ARTICLE XI - BONDING TO ELECTRIC COMPANY GROUND

Section 11.1 Definitions

For *Section 11.1 to 11.5*, inclusive, the following terms when used herein shall have the following meaning:

- 11.1.1 "Vertical ground wire" shall mean a wire conductor of COL attached vertically to the pole and extended from COL's multi-grounded neutral (defined below) through Licensee's space to the base of the pole where it may be either butt wrapped on the pole or attached to a grounded electrode.
- 11.1.2 "Multi-grounded neutral" shall mean a COL conductor located in COL's space which is bonded to all COL's "vertical ground wires".
- 11.1.3 "Bonding Wire" shall mean a number 6 AWG copper wire conductor connecting equipment of Licensee and COL to the "vertical ground wire".

Section 11.2 Installation of Bonding Wire

At the time Licensee support wire and communication cable are installed, Licensee shall install a "bonding wire" on every pole where a "vertical ground wire" exists, in accordance with NESC. Any piece of Licensee equipment attached to COL's Pole which does not have a "vertical ground wire" shall be bonded to Licensee cable support wire and properly grounded.

Section 11.3 Absolute Grounding Requirement

Under no condition may COL's vertical ground wire be broken, cut, disconnected, severed, removed, un-bonded or damaged. If COL's Vertical Ground Wire is broken, cut, disconnected, severed, removed, un-bonded or damaged, no work shall be allowed on COL's Poles until COL is notified, in writing, and the condition is corrected. Licensee and its Contractors shall assure that Licensee's facilities constantly remain

properly grounded, either to COL's vertical ground wire or through the use of jumper cables or temporary grounds until such permanent ground is affixed.

Section 11.4 Additional Bonding Provisions:

COL reserves the right, but is not obligated to, install, at Licensee's expense, a "bonding wire" to any piece of Licensee equipment where, in the reasonable opinion of COL, a safety hazard exists or may exist in the future.

Section 11.5 Licensee's Duty to Warn

It shall be the responsibility of Licensee and its Contractors to warn and instruct its personnel working on COL's Poles of the requirement of bonding its wires to COL's Vertical Ground Wire" and the dangers associated with ungrounded and un-bonded facilities and to furnish adequate protective equipment to protect its personnel from bodily harm during work on its communications facilities. COL assumes no responsibility for warning, instructing, for furnishing equipment to, or for the training or job qualifications of Licensee and its Contractors or their personnel, including supervisors or employees working on COL's Poles.

ARTICLE XII - MISCELLANEOUS PROVISIONS

Section 12.1 Court Jurisdiction

Unless otherwise provided by law, any and all litigation between the parties hereto arising out of this Agreement shall be instituted and maintained in a court of Lake County, Florida.

Section 12.2 Governing Law

This Agreement and the rights and obligations of the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of laws where the giving of effect to any such principles would result in the laws of any other state or jurisdiction being applied to this Agreement.

Section 12.3 Headings

It is the parties understanding that the headings contained in this Agreement are for convenience only and not for purposes of interpreting this Agreement.

Section 12.4 Changes to Agreement

COL may make alterations or additions to the form or content of the Exhibits and Attachments to this Agreement upon mutual agreement with the Licensee.

Section 12.5 Existing Attachments

In the event that this Agreement is applicable to Attachments previously made to COL's Poles by Licensee or its predecessors and said existing Attachments will continue to be used by Licensee in its operations, Licensee shall furnish to COL a Certificate of Existing Cable Attachments on COL's Poles on the form attached hereto as **Exhibit C**.

Section 12.6 Rights of Other Parties

Nothing herein contained shall be construed to confer on Licensee an exclusive right to make Attachments to COL's Poles or confer any rights to any third party not specifically identified herein by name.

Section 12.7 Non-Waiver

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Section 12.8 Change in Law

This Agreement is governed by and construed in accordance with the laws of the State of Florida and the United States of America (collectively, "Applicable Rules"). In the event of an amendment to any of the Applicable Rules, any effective legislative or regulatory action, or judicial order, rule, regulation, award or other legal action purporting to apply the provisions of any Applicable Rules to the parties, or in which the Federal Communication Commission or, if applicable, the appropriate state public service commission, public utilities commission, administrative body or court makes a determination during the Term that adopts new rules or revises, modifies or reverses the Applicable Rules, any of which affects adversely the interests of either party under this Agreement or which causes any term of this Agreement to be rendered unlawful, either party may, by providing written notice to the other, require that the affected provisions be renegotiated in good faith. This Agreement will then be amended accordingly to reflect the changes to the Applicable Rules or adoption of new rules.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, by their respective officers thereunto duly authorized on the dates indicated below.

CITY OF LEESBURG, FLORIDA

By _____

Title _____

Date _____

Witness

Witness

LaRae D. Dawson
Licensee

By LaRae D. Dawson

Title VP - Real Estate

Date 5-6-13

Neil Hyl
Witness

MA Perrellon - Fisher
Witness



**List of Exhibits
To Attachment Agreement**

- Exhibit A- "Attachment Request"
- Exhibit B- "Removal Request" by Licensee
- Exhibit C- "Attachment Certificate" by Licensee
- Exhibit D- "Time line for Attachment request"
- Exhibit E- "Approval of "Make Ready Charges" and notification to proceed"
- Exhibit F – "Bill of Sale For abandoned pole(s)"
- Exhibit G- "30 Day notice"
- Exhibit H- "Request to Transfer or Remove Attachments By City of Leesburg"
- Exhibit I- "Pole Attachment Rate Formula"



Exhibit "A"
Attachment Request

Company Name: _____

General location of Attachments _____

Work order or reference # (licensee) _____

Type of Work:

New () : Overlash 3rd Party () : Overlash Self () : Rebuild () : Service Drop ()

Cable to be installed: () Coaxial () Fiber Optic Cable Size: _____ Messenger size: _____

*Existing Cable () Coaxial () Fiber Optic Cable Size: _____ Messenger size: _____

Total # Attachments requested: _____ Construction map attached ()

* Required when permitting additional circuits or over-lashing new cable to existing cable.

Submitted by: _____ Title _____

Address: _____

City _____ State _____

Phone # (____) _____-____ Date Submitted _____

In accordance with the terms and conditions of the existing Attachment Agreement, application is made for a permit to attach facilities to COL's Poles as indicated below and on construction drawing(s) attached. Applicant represents it has secured all necessary permits under its franchise and easements or licenses from owners of private property.

Attach #	COL Pole number	Street	Existing Attachment Height information							Proposed Attachment Height
			Power Facilities				PHONE		PHONE	
			Neut/ Cable	X-former	Street Light	Riser/Service Drop	Comp A.	Comp B.		
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										

Date Received by COL _____ Approved () - **Permit #** _____

"Make ready work" required (). Estimated \$ amount: \$ _____

Notification sent (date) _____ "Make Ready" fees paid on _____

Electric Service Planner _____ Date _____

GIS Mapping updated on _____ By _____

Permit is good for ninety (90) days from the date of approval. If the work is not completed by this time, the permit is void and Licensee must resubmit. Please return this permit to COL at the mailing address in the agreement upon completion.

Date of completion _____ by _____

Last update 08/10/12



**Exhibit B
Removal Request**

Company Name: _____
 General location of Attachments _____
 _____ Work order or reference # (licensee) _____

In accordance with the terms and conditions of the existing Attachment Agreement, remove from your records the following Attachment(s) from the Poles listed below:

Description of Removals

Attachment #	Pole #	General Location
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Applicant has removed **all** facilities previously attached to the above referenced Poles.

Total # Attachments removed: _____

Submitted by: _____ Title _____

Address: _____

City _____ State _____

Phone # (____) _____-_____ Date Submitted _____

Date Received by COL _____ GIS Mapping updated on _____

By _____



**Exhibit C
ATTACHMENT CERTIFICATE
CITY OF LEESBURG, FLORIDA**

CERTIFICATE OF EXISTING COMMERCIAL ATTACHMENTS ON COL POLES

The undersigned officer of _____
(Licensee) does hereby certify as follows:

1. As of the date of this Certificate, Licensee owns and/or operates a commercial communication system and acknowledges _____ **TOTAL** Attachments on **COL DISTRIBUTION** Poles. (See *Section 2.1* for definition of Attachment).
2. As of the date of this Certificate, Licensee owns and/or operates a commercial communication system and acknowledges _____ Total Attachments of COL TRANSMISSION POLES. (See *Section 2.1* for definition of Attachment).
3. As of the date of this Certificate, Licensee owns and/or operates a commercial communication system and acknowledges _____ Total Attachments by COL on Licensee's Poles. (See *Section 2.1* for definition of Attachment).
4. The count of Attachments in paragraphs 1, 2 and 3 above is based upon current maps and records in the possession of Licensee and verified as accurate and current, to the best of my knowledge.
5. COL is attached to _____ on Century Link Poles.

The total of COL attachments to Century Link poles will be credited to Century Link for billing purposes. (Total Century Link Attachments to COL Poles minus COL attachment to Century Link poles equals the TOTAL number of attachments to be billed.

BY: _____ Date _____

Title _____

Date _____



Exhibit D
Time line for Attachment request
CITY OF LEESBURG, FLORIDA

Stage 1 – Survey – pole owners have up to 45 days to conduct an engineering study to determine “whether and where Attachment is feasible, and what make-ready is required.” (For large orders, utilities have up to 60 days)¹

Stage 2 – Estimate – pole owners must provide “an estimate of the make-ready charges within 14 days of receiving the results of the engineering study.”

Stage 3 – Attacher Acceptance – attachers have “up to 14 days to approve the estimate and provide payment.”

Stage 4 – Make-Ready – pole owners have up to 60 days to notify existing attachers that make-ready for a new attacher needs to be performed (for large orders, utilities have up to 105 days). For wireless Attachments above the communications space, the make-ready period can last up to 90 days (135 days for large orders).

¹ The timeline applies to orders up to the lesser of .5% of a utility’s total Poles in a state or 300 Poles within a state during any 30 day period. Large orders are up to the lesser of 5% of a utility’s Poles or 3,000 Poles within a state. Orders above 3,000 Poles within a state require good faith negotiations regarding the timeframe for completing the job.



Exhibit E
Approval of "Make Ready Charges"
And notification to proceed.

Company Name: _____
 General location of Attachments _____
 Permit # _____ Work order or reference # (licensee) _____
 COL Work order # _____

In accordance with the terms and conditions of the existing Attachment Agreement, The Licensee has submitted a permit for Attachment to COL Poles. COL has determined that "Make Ready" charges apply. Licensee has 14 days to approve and submit a check for the "Make Ready" charges listed below.

Description of "Make Ready Charges"

General Location-

The estimated total cost of "Make Ready" Charges is \$ _____
 Approved by: _____ Title _____
 Address: _____
 City _____ State _____
 Phone # (____) _____ - _____ Date Submitted _____

Date Received by COL _____



**Exhibit F
Bill of Sale
For abandoned pole(s)**

The City of Leesburg has removed all of its facilities from the pole #'s listed below. In accordance with the terms and conditions of the existing Attachment Agreement, Section 3.11, The Licensee has agreed to purchase said pole(s) from the City of Leesburg. The Licensee shall become owner of said pole and shall be solely responsible for any and all liability, cost or expense arising thereafter out of the location, use, condition or disposal of said pole(s).

Pole Descriptions and locations

Pole #	Height/class	year	General Location

Cost per pole \$ _____ Total cost of purchase of abandoned Poles \$ _____

Amount paid \$ _____ Check # _____ Date _____

By signature below, City of Leesburg transfers ownership of said Poles to the licensee,

Printed name of COL employee authorized to sign _____

Job title _____

COL Signature _____ Date _____



**Exhibit G
30 Day notice**

In accordance with the terms and conditions of the existing Attachment Agreement, you are hereby notified in writing of;

Please correct this within the 30 days required in the Attachment Agreement.

Notification sent (date) _____
Electric Service Planner _____ Date _____
Please return this NOTICE to COL at the mailing address in the agreement upon completion.

Date of completion _____ by _____



Exhibit H
Request to Transfer or Remove Attachments
By City of Leesburg

To: _____
 Company Name: _____
 General location of Attachments _____
 City of Leesburg Work Order # _____

In accordance with the terms and conditions of the existing Attachment Agreement, You are hereby request to () Transfer, or () Remove your Attachments on the following pole(s).

Description of Removals

Attachment #	Pole #	General Location
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Per Section 3.10 Relocation of Attachments Due to Conflicts or Unreasonable Interference

"Licensee shall within Thirty (30) days of written notice (see exhibit "H", Request to transfer or remove Attachment") and at its own expense, remove, relocate, replace, rebuild or renew its facilities placed on any Pole, or transfer them to substituted Poles, or perform any other work in connection with its facilities that may be required by COL, the NIEJC or other applicable codes and laws.

However, in case of any emergency, or non-response within above 30 day provision, COL may, but shall not be obligated to, remove, relocate, replace, rebuild or renew the facilities placed on Poles by Licensee, transfer them to substituted Poles, or perform any other work in connection with said facilities that may be required for COL's maintenance, replacement, removal or relocation of said Poles or its facilities thereon. Licensee shall, on written demand, reimburse COL for all reasonable expenses incurred by COL, pursuant to the provisions of this Section."

In accordance to the existing Attachment Agreement, you have 30 days in which to transfer or remove the above mentioned Attachments.

Submitted by: _____ Title _____

Date request sent _____ Estimated completion date _____

Date completed by Licensee _____

Completed by _____



**Exhibit I
Pole Attachment Rate Formula**

*Appendix E-2
Section 224(d) Telecom Formula for Determining Maximum Rate For Use of Electric Utility Poles
Using FERC Form 1 Accounts*

$$\text{Maximum Rate} = \left[\frac{\left(\frac{\text{Space Occupied}}{\text{Pole Height}} + \left(\frac{2}{3} \times \frac{\text{Unusable Space}}{\text{No. of Attaching Entities}} \right) \right)}{\text{Pole Height}} \right] \times \frac{\text{Net Pole Investment}}{\text{Number of Poles}} \times \left[\frac{\text{Carrying Charge Rate}}{\text{Rate}} \right]$$

Where:

Space Occupied = 1 foot (presumed, but rebuttable)

Unusable Space = 24 feet (presumed, but rebuttable)

Number of Attaching Entities = 3 (non-urbanized) and 5 (urbanized) (presumed, but rebuttable)

Pole Height = 37.5 feet (average, presumed, but rebuttable)

$$\text{Net Pole Investment} = \text{Gross Pole Investment (Account 364)} - \text{Accumulated Depreciation (Account 108)/(Poles)} - \text{Accumulated Deferred Income Taxes (Account 190, 281-283)/(Poles)}$$

$$\text{Carrying Charge Rate} = \text{Administrative} + \text{Maintenance} + \text{Depreciation} + \text{Taxes} + \text{Return}$$

$$\text{Administrative Element} = \frac{\text{Total General and Administrative}}{\text{Gross Plant Investment (Electric) - Accumulated Depreciation (Account 108) - Taxes (Plant)/(Accounts 190, 281 - 283)}}$$

$$\text{Maintenance Element} = \frac{\text{Account 593}}{\text{Pole Investment in Accounts 364, 365, & 369 - Depreciation (Poles) Related to Accounts 364, 365, & 369 - Accumulated Deferred Income Taxes related to Accounts 364, 365, & 369}}$$

$$\text{Depreciation Element} = \frac{\text{Gross Pole Investment (Account 364)}}{\text{Net Pole Investment}} \times \text{Depreciation Rate for Gross Pole Investment}$$

$$\text{Taxes Element} = \frac{\text{Accounts 408.1 + 409.1 + 410.1 + 611.4 - 411.1}}{\text{Gross Plant Investment (Total Plant) - Accumulated Depreciation (Account 108) - Accumulated Deferred Taxes (Plant) (Account 190, 281 - 283)}}$$

$$\text{Return Element} = \text{Applicable Rate of Return (default = 11.25\%)}$$



**Exhibit J
Notice of Removal
By City of Leesburg**

To: _____
 Company Name: _____
 General location of Attachments _____
 City of Leesburg Work Order # _____

In accordance with the terms and conditions of the existing Attachment Agreement, You are notified that COL has removed COL attachments from your poles.

Description of Removals

Attachment #	Pole #	General Location
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Submitted by: _____ Title _____

Date sent _____

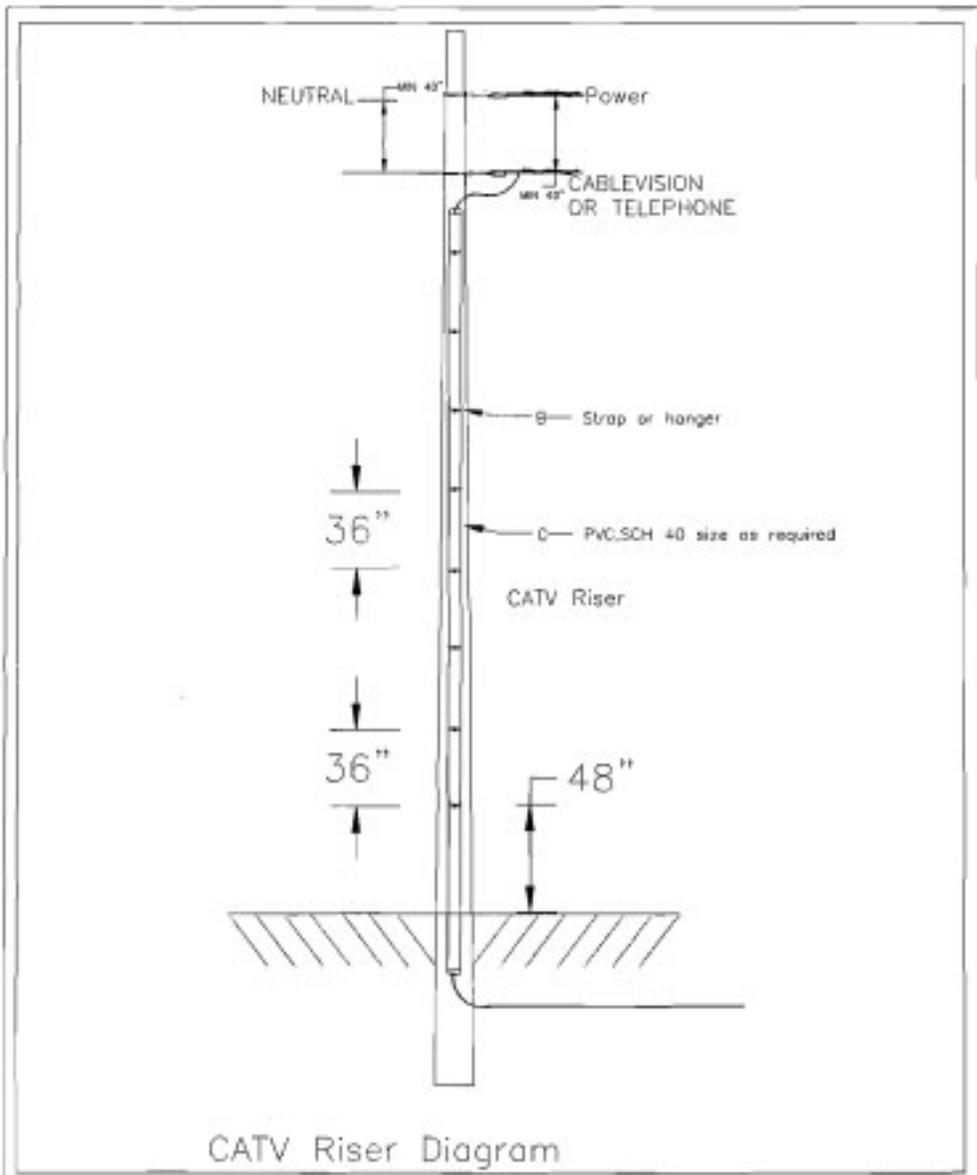
List of Drawings To Attachment Agreement

Drawing #1- "Riser Diagram"

Drawing #2 "Typical Three phase vertical construction"

Drawing #3 "Typical single phase vertical construction"

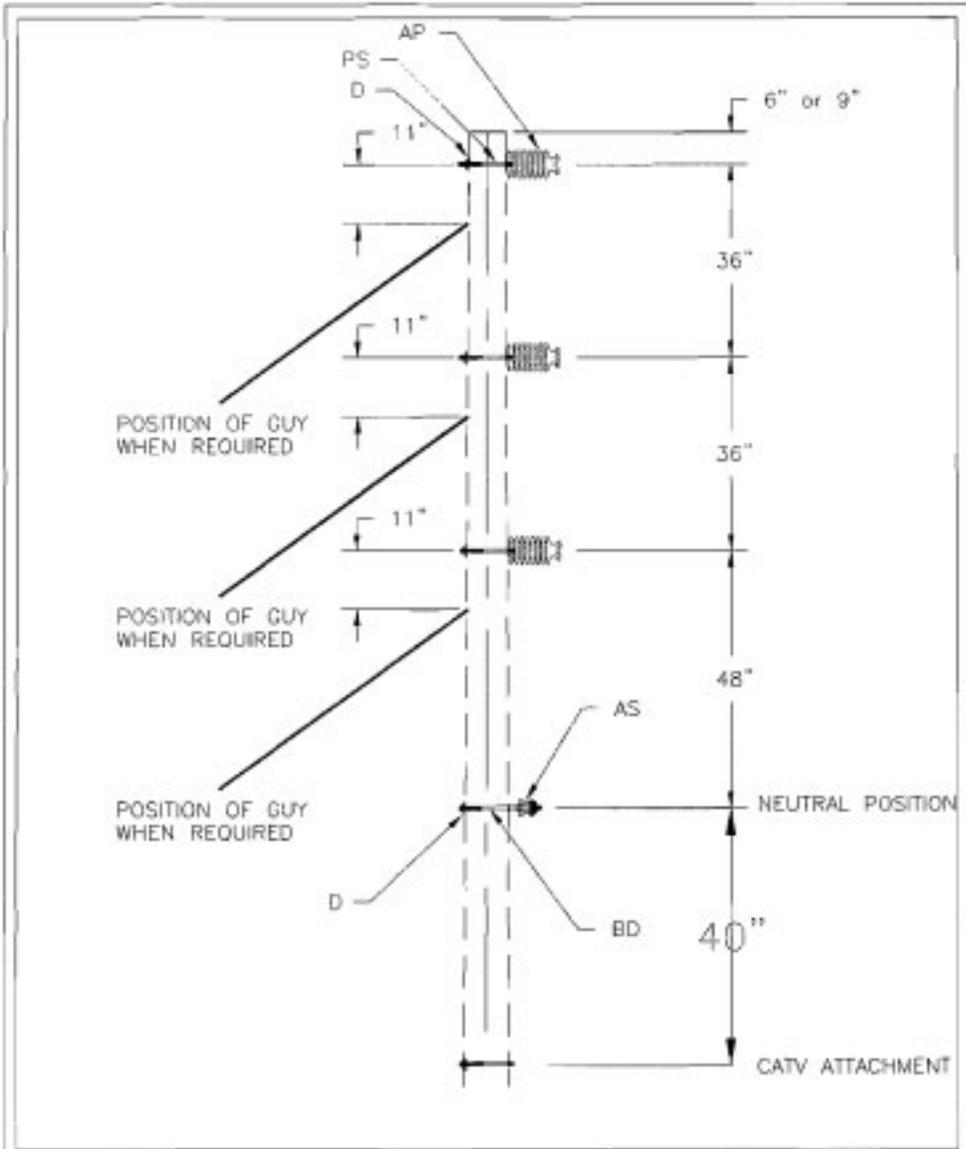
Drawing #3 "Typical vertical construction with transformer"



Pole Attachment Drawing



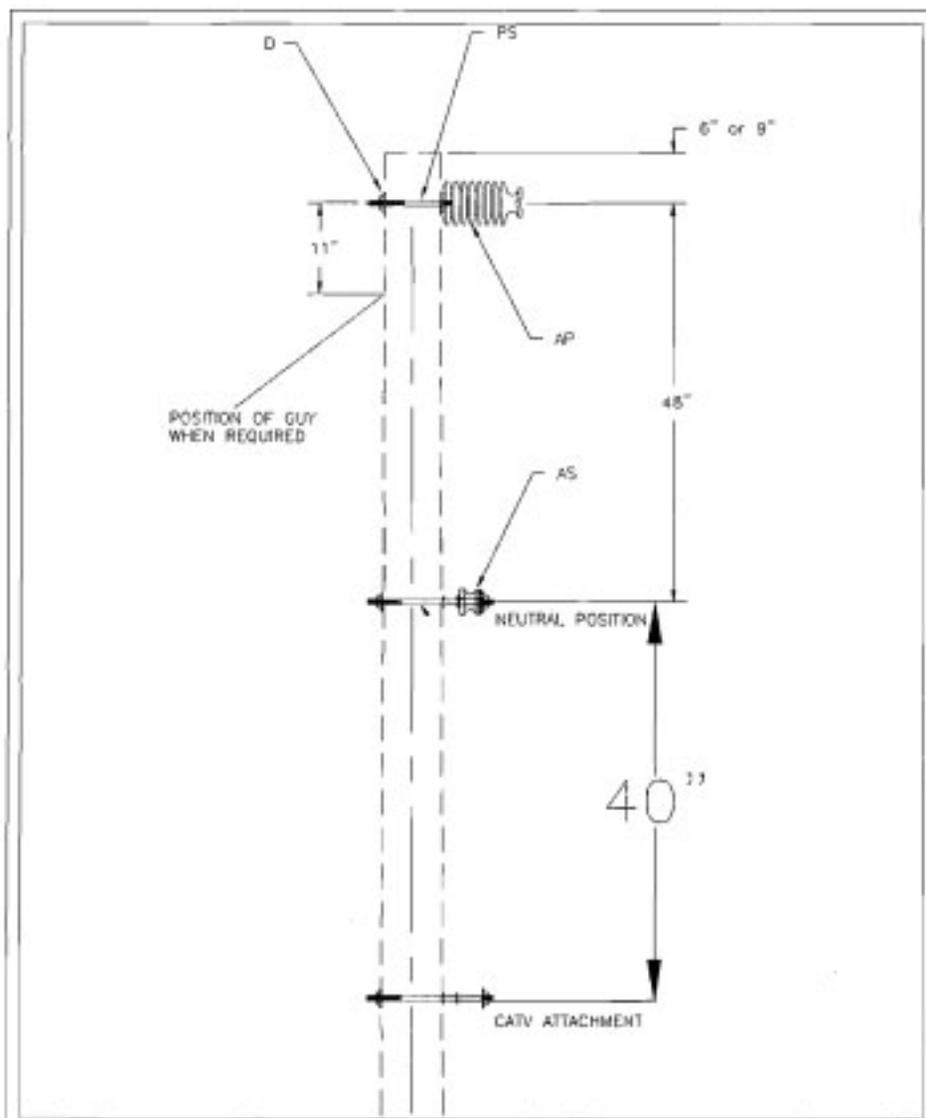
Drawing # 1



CATV Pole Attachment



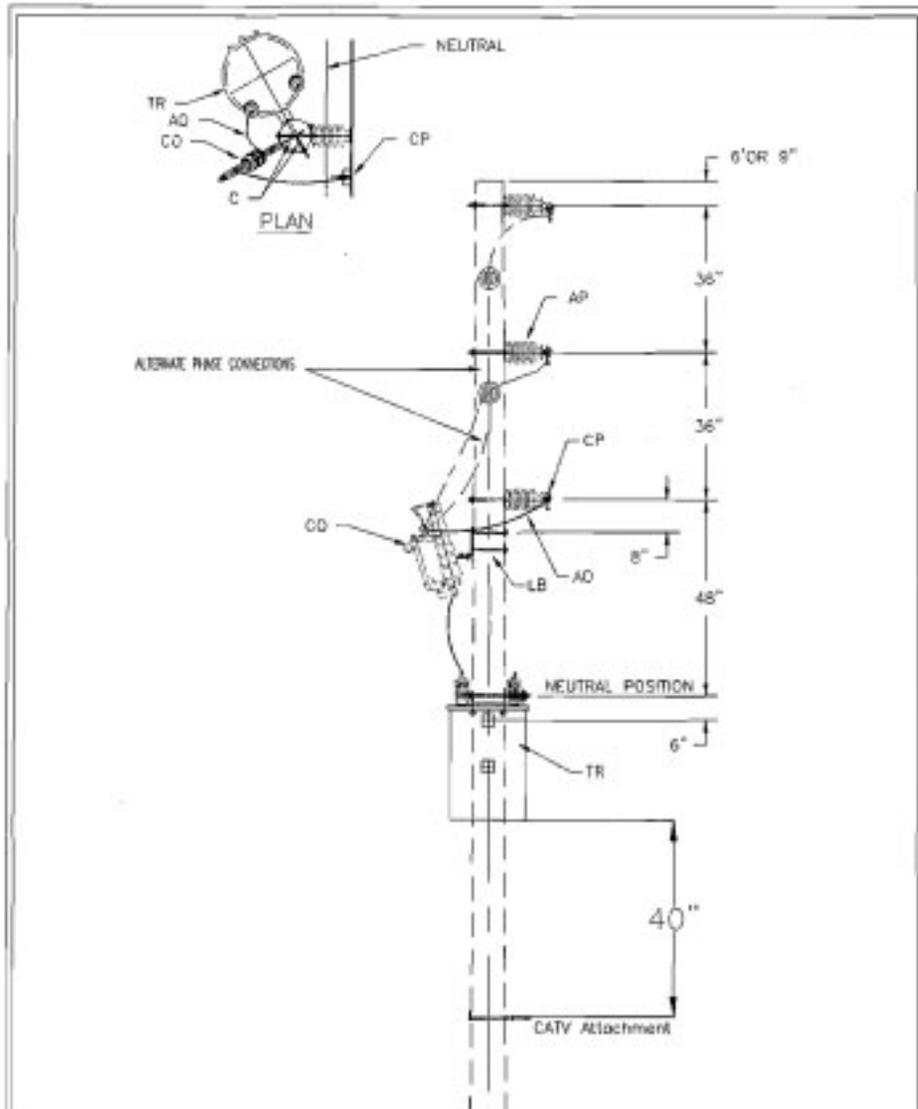
Sheet #2



CATV POLE ATTACHMENT



Drawing
#3



CATV ATTACHMENT

LEESBURG
ELECTRIC UTILITY

Sheet #4

POLE ATTACHMENT AGREEMENT

This Agreement, dated _____, between City of Leesburg, with its principal office located at 500 Meadow St, Leesburg, Florida, 34748, herein referred to as "COL", and Embarras Florida, Inc. d/b/a Century Link, maintaining its an office at 5454 W. 110th Street, Mailstop: KSOPKJ0902-9057, Overland Park, KS 66211, herein referred to as the "Licensee" and "Century Link";

WITNESSETH

WHEREAS, Licensee provides broadband communications services and proposes to erect, maintain and attach broadband communication facilities for commercial lease or other for-profit purposes to Poles owned by COL; and

WHEREAS, COL, to the extent required by federal, state and local law, agrees to permit the Attachment of such communications facilities to its Poles, in strict accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises aforesaid and the mutual covenants and agreements hereinafter set forth, the parties hereby mutually agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Section 1.0 Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

- 1.01 "Attachment" shall mean COL authorized contact(s) on a pole to accommodate Century Link's cables, strands, wires, and associated apparatus and equipment, including service drops and multiple contacts where required. A single Attachment includes the vertical space 6" above and 6" below the point of Attachment. Multiple service drops attached to a single pole and positioned in close proximity to one another will be considered as one Attachment. Any other appurtenance affixed to a pole not herein defined, with the exception of guy and ground wires, shall be considered as a separate Attachment.
- 1.02 "Licensee and its Contractors" shall mean the Licensee and any persons or entities who provide labor, services or materials in connection with the Attachment and maintenance of Licensee's Attachments to COL's Poles (hereinafter defined), including, but not limited to, contractors, subcontractors, sub-subcontractors, material men, agents of any kind and their respective officers, supervisors, agents and employees.
- 1.03 "Communication Facilities" shall mean all cables, support wires, bonding wire, grounds, guy wires, power supplies or other equipment of Licensee which is attached to COL's Poles.
- 1.04 "Distribution Pole(s)" are defined as a wood, concrete, or metal pole on which is supported supply conductors of less than 50KV, included in FERC Account 364 "Distribution Plant Poles, Towers & Fixtures." Normally this pole will have a length of less than 55 feet. This includes lift (drop) Poles which normally support only service drops to the customer.
- 1.05 "COL's Poles" are defined as either Distribution Poles or Transmission Poles to which COL has agreed to permit Attachment pursuant to this Agreement

1.06 "NESC" shall mean the current edition of the "National Electrical Safety Code" as amended, including all retroactive provisions, if any.

1.07 "Transmission Pole(s)" are defined as a wood, concrete or metal pole on which is supported supply conductors energized above 50KV included in FERC Account 355, "Transmission Plant, Poles & Fixtures." Normally, this will be a pole having a length of 55 feet or more.

Section 1.1 Effective Date

This Agreement shall not become effective and binding upon COL until it is approved and executed by the City of Leesburg Commission and Mayor and until a fully executed copy hereof is delivered to Licensee.

Section 1.2 Term

This Agreement shall continue for a period of **ten (10) years** from the Effective Date and will continue year to year unless terminated by either party by at least 180 days written notice.

ARTICLE II - AUTHORITY TO ATTACH

Section 2.0 Authority to Attach

This Agreement shall be in effect in any area in Florida for which Licensee holds a valid franchise license or certificate as required by state and local laws, or as otherwise authorized by a governmental authority to provide broadband communication services to such areas in which COL's Poles are located. Upon compliance with all relevant terms and provisions of said franchise or license and this Agreement, Licensee is authorized to attach its broadband communications facilities to COL's Poles.

Section 2.1 Denial of Attachment

To the extent permitted under federal, state and local law, COL reserves the right to deny Attachment or order removal of existing Attachments of communications facilities to any of COL's Poles including, but not limited to, Poles which in the reasonable judgment of COL (i) are required for the immediate or planned use of COL, (ii) are not acceptable for Attachment because of safety considerations and compatibility with existing or committed Attachments of others within the available communication space on existing Poles, (iii) have been installed primarily for the use of a third party, or (iv) Attachments of communications facilities to the Attachments of third parties presently attached to COL's without the permission of the third party to so attach, or (v) are scheduled to be removed due to an overhead to underground conversion project.

Section 2.2 Unauthorized Attachments

Any unauthorized Attachment to COL Poles shall be subject to removal. COL will provide written notice to Licensee allowing sixty (60) days in which to remove or make suitable arrangements to permit the unauthorized Attachments. If no arrangements have been made within the time allowed, COL

shall have the right to remove the unauthorized Attachments at the sole cost and expense of Licensee. If uncured after sixty (60) day period as set forth herein, Licensee agrees to pay an unauthorized Attachment fee of five times the current annual rental fee per pole if the violation is self-reported or discovered through a joint inspection, with an additional \$200 per pole if the violation is found by COL in an inspection in which the pole occupant has declined to participate. Licensee will have an opportunity to avoid sanction by submitting plans of correction within sixty (60) calendar days of receipt of notification of a violation or by correcting the violation and providing notice of the correction to COL within one hundred eighty (180) calendar days of receipt of the notification of the violation.

ARTICLE III - GUIDELINES FOR ATTACHMENTS

Section 3.01 *Permitting of Attachment*

Before making any initial or additional Attachment of its facilities to any pole of COL, Licensee shall make application to COL for a permit in the form of **Exhibit A**, attached hereto. In addition to the permit, the following items shall be included.

- General location map, showing nearest cross streets.
- A map detailing existing and proposed pole Attachments. COL pole numbers and heights of Poles to be shown on this map.
- Wind-loading calculations performed by the Licensee for existing and proposed Attachments.
- Copies of any permits required by outside entities (FDOT, Lake County, City, when applicable.)

Failure to include these items will result in the permit being denied. No Attachment shall be made by Licensee prior to receipt from COL of an approved permit, which will be processed in the time frame required by the FCC (see **Exhibit D**). Service drops on Poles may be permitted monthly on one "after the fact" permit. Additional Attachments made during an emergency repair shall be reported as soon as practically possible. Licensee shall ensure that each permitted new Attachment is made in accordance with the terms of this Agreement as well as the specific provisions, if any, contained in the permit. The failure of Licensee to obtain such a permit prior to making an Attachment shall constitute an unauthorized Attachment per *Section 2.2*. Recurrent violations of this Section may result in default (*Section 7.01*) of this Agreement.

Section 3.02 *Permit Forms*

Beginning with the commencement date of this Agreement, the submittal of Attachment Request (*Exhibit A*) and Removal Request (*Exhibit B*) forms shall be the exclusive procedure to be used by Licensee in obtaining permits to attach or remove its facilities to/from COL Poles. These Exhibits will also

adjust the inventory of Attachments from which annual billings will be generated. All Attachment Request and Attachment Removal forms must be submitted to:

City of Leesburg Electric Department
Attn Senior Electric Service Planner
Pole Attachment/Removal Request
2010 Griffin Road
Leesburg, FL 34748

Section 3.03 Time to Complete Installation

Except as otherwise agreed to by COL and the Licensee, Licensee shall complete the installation of its Attachments upon the pole(s) covered by each approved permit within ninety (90) days of approval by COL or by a date both parties agree for larger/complex projects. In the event Licensee should fail to complete the installation of its Attachments within the prescribed time limit, the permit granted by COL to place such Attachments upon COL's pole or Poles shall terminate and Licensee shall not have the right to place such Attachments upon the pole or Poles without first reapplying for and receiving a permit to do so, all as prescribed in *Section 3.02* as applicable to the initial application. Licensee shall notify COL in writing that the work on the permit has been completed. Include a copy of the "approved" Attachment request with the written or electronic notification.

Section 3.03 Pre-Attachment Inspections

COL shall have the right, but not the obligation, to conduct a pre-Attachment field inspection of all proposed Attachment locations described in the permit application. COL's inspections shall not excuse Licensee's non-compliance with, or inspection obligation under, this Agreement. Licensee shall reimburse COL upon written demand for all reasonable costs of such inspection..

Section 3.04 Make-Ready Work

In the event that any of COL's Poles, to which Licensee desires to make Attachments, are inadequate to support Licensee's facilities, COL will so notify Licensee in writing, including a detailed description of the make-ready work necessary to permit such Attachment. This may include, but is not limited to, the increased cost of larger Poles, cost of removal and the expense of transferring COL's facilities, from the old to the new Poles, together with the estimated cost of such make-ready work, to Licensee, and any other specifications with which the Attachment must comply as a condition(s) for approval of the permit.

Where COL installs a new, intermediate (in line) pole solely for Licensee, all reasonable material, labor and overhead costs, including the cost of transferring facilities, shall be paid to COL by Licensee.

Before COL will proceed with any make-ready work, Licensee shall provide written confirmation (see **Exhibit E**) that it wishes COL to proceed with such make-ready work. Such writing obligates Licensee to reimburse COL for the entire actual cost and expense of such make-ready work; provided, however, that such costs shall not exceed 110% of the make-ready estimate and Licensee shall not be required to pay

more than 110% of the make-ready estimate. Upon completion, COL will provide Licensee with written authorization to attach. Where Licensee's desired Attachments can be accommodated on present Poles of COL by rearranging COL's facilities thereon, Licensee shall pay COL for the entire reasonable cost and expense of completing such rearrangement. Such work shall be completed before Licensee attaches its Communications Facilities to COL's Poles. Any additional support of Poles, including, but not limited to, guying required to accommodate the Attachments of Licensee, shall be provided by and at the expense of Licensee. Licensee shall not set any Poles under or in close proximity to COL's facilities which location would be in violation of NESC requirements. Licensee may, however, request COL to set such Poles as Licensee may desire, and COL may accept such request unless such Poles would unreasonably interfere with COL's or other owners' use of their facilities. If such request is granted, Licensee shall pay COL for the entire reasonable cost of setting such Poles.

Section 3.05 Installation Standards

Licensee's communications facilities shall be erected and maintained in accordance with NESC and the current requirements of COL, which COL shall provide to Licensee, and as may be amended or revised upon a minimum of thirty (30) days written notice to Licensee. COL shall provide copies of such amended or revised requirements to Licensee. Existing facilities which comply with NESC requirements at the time the Attachment was made may be operated in place until rebuild, relocation, etc., provides opportunity to upgrade to current COL requirements. *Drawings 2-3* are incorporated herein, and unless otherwise specified by COL, describe minimum construction requirements under typical conditions.

Section 3.06 Guying

Any guying required, by reason of the Attachments of licensee, shall be installed by and at the expense of Licensee and shall meet requirements of all applicable codes of regulations and if no code or regulation is applicable, or if COL has established generally applicable guying standards more stringent than code requirements, shall meet COL's Standards, which COL shall provide to Licensee in advance. Use of COL's guys and anchors by Licensee is strictly prohibited at all times. All additional guying required for Licensee's Attachments shall be installed within existing easements held by Licensee, or if additional easements are required to accommodate the guying, they shall be obtained by Licensee, at its sole expense, prior to installation of the guying.

Section 3.07 Riser Installations

COL reserves the right to approve or not approve the installation of any riser to an existing or new pole. If Licensee desires to install a riser to a new or existing pole, Licensee shall submit the installation design, including the size of the proposed riser and adequate loading data to assess the impact on the existing pole, in writing. COL shall evaluate the proposed riser installation and approve, deny or recommend changes to the proposal within thirty (30) days of receipt of the proposal. COL shall not

approve a PHONE riser on an existing pole that has an electric primary riser installed on the pole. COL shall not approve a PHONE riser on a deadend pole. All PHONE risers approved will be installed in conduit, with clamps every three (3) feet attaching the riser to the pole or be covered with riser guards to within twenty four (24) inches of strand. Loose cable risers will not be permitted. See attached Drawing #1.

Section 3.08 Maintenance of Attachments

Licensee shall, at its own expense make and maintain its Attachments to COL's Poles in a safe and workmanlike manner in accordance with this Agreement, industry standards and all applicable codes and laws, including the NESC. Violations of COL or NESC requirements which are discovered by COL shall be corrected by Licensee within sixty (60) days, at its expense. Failure by Licensee to so maintain its Attachments may result in termination of this Agreement pursuant to Article VII.

Section 3.09 Relocation of Attachments Due to Conflicts or Unreasonable Interference

Licensee's Attachments shall not conflict with the primary use of COL's Poles by COL, or by any other prior party using the Poles, or unreasonably interfere with the operation of other pre-existing facilities thereon. Licensee shall within thirty (30) days of written notice or mutually agreed upon time period (see **Exhibit "H", Request to Transfer or Remove Attachment**) and at its own expense, remove, relocate, replace, rebuild or renew its facilities placed on any Poles, or transfer them to substituted Poles, or perform any other work in connection with its facilities that may be required by COL, the NESC or other applicable codes and laws.

However, in case of any emergency involving the safety of persons or protection of property, or non-response within above 30 day provision, COL may, but shall not be obligated to, remove, relocate, replace, rebuild or renew the facilities placed on Poles by Licensee, transfer them to substituted Poles, or perform any other work in connection with said facilities that may be required for COL's reasonable maintenance, replacement, removal or relocation of said Poles or the facilities thereon. Licensee shall, on written demand, reimburse COL for all reasonable expenses incurred by COL pursuant to the provisions of this Section. Nothing in this Section shall be construed to relieve Licensee from maintaining adequate work forces readily available to promptly repair, service and maintain Licensee's facilities as herein required.

Section 3.10 Abandonment of Poles

When COL abandons the use of any pole hereunder and licensee wishes to purchase the pole and COL agrees with such purchases, which agreement shall not be unreasonably conditioned, withheld or delayed, Licensee, upon the receipt of a proper Bill of Sale, (see **Exhibit F**) from COL and the payment to COL in

an amount mutually agreed to by the parties, shall become the owner of said pole and shall be solely responsible for any and all liability, cost or expense arising thereafter out of the location, use, condition or disposal of said pole.

Section 3.11 Areas Converted from Overhead to Underground

COL has established areas that are "future underground" areas or designated "underground areas". At the request of the Licensee, COL will provide maps of those areas. Additional overhead Attachments will not be approved in these areas. In these areas, or other areas that have underground electric distribution, COL will provide a written notice to Licensee to remove or convert all of Licensee's overhead Attachments to underground. Licensee shall have 60 days to complete the conversion or removal as required. Licensee can request an extension of 60 days with a written request to COL. Failure to remove or convert the Attachments to underground will result in additional charges per month.

Section 3.12 Pole Maintenance and Facilities Operation

COL reserves to itself, its successors and assigns, the right to maintain its Poles and to operate its facilities thereon in such manner as will enable it to fulfill its own electric service and maintenance requirements.

Section 3.13 Tree Trimming and Brush Cutting

All tree trimming and brush cutting in connection with the initial placement of wires or other equipment shall be borne entirely by the Party placing wires or other equipment. Unless agreed otherwise in writing, Licensee shall be responsible for any and all additional tree trimming and brush cutting related to wires or equipment it owns. COL shall notify the Licensee in the event that failure to trim said lines, results in an unsafe condition. Licensee shall have 30 days to clear said lines, or COL will trim and bill Licensee the actual reasonable costs for said work.

Section 3.14 Updated Location Maps

It shall be the duty and responsibility of Licensee to maintain accurate, up-to-date location maps and records of all its Attachments on COL's Poles. COL shall have the right to inspect, and upon request, obtain a copy of said location maps and records at any time during regular business hours with reasonable notice.

Section 3.15 Identification of Attachments

Licensee shall identify all of its facilities on COL Poles by tagging, marking, etc., pursuant to COL identification requirements, which COL shall provide in writing to Licensee.

Section 3.16 Voluntary Removal of Attachments

Licensee may at any time at its sole discretion remove its communication facilities, in whole or in part, from COL's Poles and it shall promptly give COL written notice of such removal with the submission of **Exhibit B** attached hereto. No refund or proration of any prepaid Attachment fee shall be given on

account of such removal. Licensee shall continue to be responsible for payment of the applicable Attachment fee for previously permitted facilities until the end of the billing period during which notice of removal of said communications facilities is received by COL. COL will notify Century Link of all attachments removed from Century Link Poles by sending Exhibit J to Century Link.

Section 3.17 Governmental Challenge to Attachment

Upon sixty (60) days notice from COL to Licensee that any governmental authority has objected to or disputed the right of Licensee to use any of COL's Poles, or the method in which Licensee exercises such right, the permit covering the use of such Poles shall terminate and the communications facilities of Licensee shall be removed from the specified Poles unless, at COL's sole discretion, it receives COL's permission to maintain such Attachments during the pendency of formal proceedings.

ARTICLE IV - LOCAL GOVERNMENT FRANCHISES AND EASEMENTS

Section 4.1 Legal Right to Attach

By submission of a permit application, Licensee affirmatively warrants and affirms to COL that it has the legal right to operate in the area of the permit by having first obtained currently valid franchise and/or license agreements issued by any local government having jurisdiction over the area within which COL's Poles are located.

Section 4.2 No Assignment of COL's Interest

It shall be the sole responsibility of Licensee to obtain and maintain for itself such easements or licenses as may be appropriate for the placement and maintenance of its Attachments to COL's Poles located on public or private property. Nothing in this Agreement shall constitute or create an assignment to Licensee by COL of any easement or license held by COL or of any rights under any easement or license held by COL. To the extent required by federal, state or local law, COL agrees to provide reasonable assistance to Licensee in identifying the owners of private property on which COL's Poles are located. Licensee affirmatively warrants and represents to COL that it has the legal right to attach and maintain its communications facilities on the property of all persons owning or claiming any interest in the property over which its facilities will be located pursuant to the terms of this Agreement and any permit issued hereunder.

ARTICLE V - FIELD INVENTORIES

Section 5.1 Field Inventories

In order to verify the number of Attachments made by Licensee to COL's Poles, COL shall have the right to obtain a field inventory no more than once every five (5) years. COL shall provide thirty (30) days' written notice to Licensee before conducting such field inventory, and Licensee may, at its election, have a

representative present during such field inventory. Licensee shall reimburse COL, upon written demand, for the actual costs of any such inventory only if conducted by a third party contractor and Licensee will pay its prorated share of the cost which should include all other third party attachers. This field inventory shall not operate to relieve Licensee of any responsibility, obligation or liability under this Agreement.

Section 5.2 Cost of Field Inventories

Bills for field inventories conducted pursuant to this Article shall be payable within thirty (30) days after the count is reconciled and mutually agreed upon by both parties. Non-payment shall constitute a default under this Agreement.

Section 5.3 Field Inventory True-Up

If COL obtains a field inventory of the facilities of Licensee in accordance with *Section 5.1* of this Agreement, and COL finds that the total number of Attachments is greater than the number reflected in current Attachment permits, then upon completion of such inventory, COL's Attachment record will be adjusted accordingly and subsequent billing will be based on the actual number of Attachments. Retroactive billing will be prorated from the date of the previous field inventory or the effective date of this Agreement, whichever is more recent, based on the current Attachment rate. In no event will retroactive billing be for a period of more than five (5) years. Should the field inventory reveal that Licensee has made Attachments without a permit or without having paid the proper rental charge by correcting an invoice to reflect such additional Attachments, see Section 2.2 Unauthorized Attachment.

ARTICLE VI - RENTAL AND PROCEDURE FOR PAYMENTS

Section 6.1 Rental Payments

Rental Rates are based on the FCC recommendations. Licensee offers cable, phone and internet service. The rate formula will be based on the FCC's Telecom rate (Section 224(c). See **Exhibit I**. The average height of pole will be 39 feet. Unusable space is 24.8 feet, as determined by pole height, NESC clearances, and COL construction specifications. The number of attaching entities, including COL is four (4). Rental rates are per attachment per year.

Licensee shall pay to COL an annual Attachment rental fee. As of the signing of this contract, the fee will be ***\$13.40 per pole attachment as described in section 1.01***. This fee will be adjusted annually on January 1st of each year. Rental fees and all applicable sales or use taxes shall be payable annually in advance on the 15th day of January. Such annual payments shall be based upon the actual number of Attachments which are being maintained or permitted as of the first day of the year.

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Section 6.2 Invoice Agency

Licensee's acceptance and payment of annual invoices issued by COL shall constitute Licensee's verification that the invoice is correct as to the number of actual Attachments.

Section 6.3 Payment Due Date

All billings by COL under this Agreement are due within forty-five (45) days of receipt. Invoices outstanding after forty-five (45) days shall incur interest on such unpaid amount from the date such invoice is due until it is paid at the rate of 18% per annum or the maximum permitted by law.

Section 6.4 Revision of Rental Rate

COL may revise the Attachment rental rates as set forth in *Section 6.1* in accordance with federal, state or local laws, if applicable, by giving written notice to Licensee of such revision not less than ninety (90) days prior to the effective date of any such revision. The anticipated effective date will be January 1 and rates will remain in effect through December 31 of the following year.

ARTICLE VII - TERMINATION

Section 7.1 Suspension of Rights for Default

If Licensee shall fail to comply with the material provisions of this Agreement, or default in any of its material obligations under this Agreement, and such default or non-compliance shall continue for thirty (30) days after notice thereof in writing to the Licensee from COL to correct such default or non-compliance, all rights of Licensee to apply for additional Attachment permits shall be suspended. If such default shall continue for a period of sixty (60) days, COL may, at its option, terminate this Agreement in whole or in part, or may revoke the permit to which such default or non-compliance is directed. In case of such termination, Licensee's obligations hereunder shall survive and no refund of prepaid rentals shall be made.

Section 7.2 Processing of Permits during Suspension

During any period of suspension of Licensee's rights pursuant to *Section 7.1* above, COL will not process or approve any application for a permit for additional Attachments until Licensee has corrected such underlying default or non-compliance.

Section 7.3 Termination

Licensee may terminate this Agreement by giving to COL at least ninety (90) days written notice. COL may terminate this Agreement as described in *Section 7.1*. Upon termination of this Agreement by Licensee, Licensee shall commence, within 60 days, the removal of its Attachments from COL's Poles. Completion will be within 120 days or at a minimum rate of 5,000 Attachments per month. If not so removed, COL shall have the right to remove them at the sole cost and expense of Licensee and without any liability to Licensee. All such equipment shall be released by COL to Licensee at the site where it is being stored upon the payment by Licensee to COL of all amounts owed to COL hereunder.

ARTICLE VIII - INDEMNIFICATION, LIABILITY AND INSURANCE

Section 8.1 Indemnification

Each Party shall assure to the other party that its facilities are and remain in full compliance with this Agreement. Each Party shall defend and hold the other party harmless against and indemnify the other party for any and all accidents, damages, claims, causes of action of whatsoever kind or nature for injury or death to any person (including indemnitee' employees) and for damage to or destruction of property (including indemnitee' property), costs and reasonable attorneys' fees, including attorneys' fees in connection with any appellate proceedings, resulting wholly, or in part, directly from any and all grossly negligent acts or omissions of such party, or their subcontractors or material men or any other person or entity employed in connection with the performance of the work and maintenance required by this Agreement. Provided, however, that each party shall not be obligated to indemnify the other party from any such claims, liabilities, obligations, damages or causes of action to the extent such are the result of the sole negligence of such party arising within the scope of or in carrying out this Agreement. Anything to the contrary in this Agreement notwithstanding, under no circumstances shall the liability of COL under this Agreement or any claim arising out of this Agreement or Licensee's activities permitted hereunder, exceed the maximum amount provided in Sec. 768.28, Fla. Stat. (2011), for the waiver of sovereign immunity by a local government in Florida.

If any member of the public, or of the Licensee and its Contractors is injured or killed, or if any property including COL's or the public's is damaged in the course of work being performed by or under the direction of Licensee under the provisions of this Agreement, Licensee shall notify COL's Human Resources Department at 352-728-9786. Such notifications shall be made promptly upon knowledge of such an event, either in person or by telephone and promptly confirmed in writing within twenty-four (24) hours and shall include all pertinent data, including, but not limited to, name of injured party, location of accident, description of accident, nature of injuries, names of witnesses, disposition status of injured or deceased person(s).

Section 8.02 Damage by a Party

Each Party shall exercise proper precautions to avoid damage to the facilities of COL and others supported on the Poles, and hereby assume all responsibility for any and all loss or damage directly and solely caused by the Party. Each Party shall make a prompt report to the other Party of the occurrence of any damage caused directly and solely by the other Party and hereby agrees to reimburse the other Party for any related reasonable expense incurred in making repairs. Licensee hereby assumes full responsibility for any and all damages to its own plant or facilities and damages to any appliances or equipment of any subscriber to Licensee's service, arising from accidental contact with COL's energized conductors. Licensee

hereby agrees to indemnify and hold COL harmless against any such damages, together with all reasonable and actual attorneys' fees and costs incurred by COL in the defense of any claim for such damages, including reasonable and actual attorneys' fees and costs related to appellate proceedings.

Section 8.3 Minimum Insurance Requirements

During the term of this Agreement, Licensee shall maintain the following minimum levels of insurance on forms and with insurers having an A.M. Best's rating of A-VII or better and a license to do business in the state:

- (1) Workers Compensation Insurance - Statutory limits.
- (2) Employer's Liability Insurance - \$1,000,000 each occurrence and \$1,000,000 each employee as respects disease claims.
- (3) Commercial General Liability Insurance, including blanket contractual liability - \$5,000,000 combined single limit per occurrence.
- (4) Automobile Liability Insurance - \$1,000,000 combined single limit per accident.

With respect to the requirement for Commercial General Liability Insurance, the City of Leesburg shall be named as Additional Insured to the extent of the agreement, contract or lease. Prior to the commencement of any Attachment of facilities or any work hereunder, Licensee and its Contractors shall furnish COL with certificates of insurance evidencing the required insurance coverage which shall include a provision that such insurance shall not be canceled without prior written notice in accordance with policy provisions to COL. The contractual liability coverage shall insure the performance of all obligations assumed hereunder, including specifically, but without limitation, the indemnity provisions in this Agreement. All policies shall include a waiver of subrogation in favor of COL.

ARTICLE IX - DANGER! NOTICE TO LICENSEE AND ITS CONTRACTORS

Section 9.1 Electricity is a Natural Hazard

Licensee and its Contractors are hereby advised that the generation, transmission and/or distribution of electrical energy involves the handling of a natural force which, when uncontrolled, is inherently hazardous to life and property. Licensee and its Contractors are further hereby advised that, due to the nature of the work of attaching its facilities to COL's Poles hereunder, other hazardous or dangerous conditions (not necessarily related to the inherent danger of electricity) may also be involved in the work. Accordingly, prior to the commencement of the Attachment of any Licensee facilities to COL's Poles, Licensee and its Contractors shall inspect the work area on or near COL's Poles specifically to ascertain the actual and potential existence and extent of any hazardous or dangerous conditions. It shall be the sole and exclusive duty of the Licensee and its Contractors to instruct its supervisors and employees, with respect to any such conditions and the safety measures to be taken in connection therewith; and during the course of the work, Licensee and its Contractors shall take all such measures as may be deemed necessary or prudent to protect

and safeguard the person and property of their employees and of the general public against all hazardous or dangerous conditions as the same may arise.

Section 9.2 *Precautions before Commencing Work*

Licensee and its Contractors shall, before climbing Poles or structures, exercise commercially reasonable efforts to make certain that the Poles or structures are strong enough to safely sustain workmen's weight in the performance of the required work on the Poles or structures. Licensee and its Contractors shall have the affirmative duty to identify and comply with pole marking procedures undertaken by COL (or its contractors) in the ordinary course of business, which procedures may indicate a hazardous pole condition prohibiting any work on such Poles. All work designated in any Application and Permit under this Agreement to be performed near energized electrical conductors shall be performed under the conditions and at the place as stated, but only with the specific understanding that if Licensee and its Contractors in their sole discretion regard the location where such work is to be performed, or where such work is being performed, as an unsafe place to work, Licensee and its Contractors shall immediately cease and desist from performing all work in such hazardous area. Licensee shall then request, in writing, that COL make such change or changes as may be necessary or desirable to render the place of performance at the job site a safe place to work for Licensee and its Contractors before Licensee and its Contractors are permitted to proceed with any work.

ARTICLE X - OWNERSHIP AND ASSIGNMENT

Section 10.1 Assignment

This Agreement shall not be assigned without the written permission of COL, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that Licensee may assign this Agreement without the necessity of consent to any person acquiring all or substantially all of Licensee's assets or stock. A new **Exhibit C** certifying the current Attachment count will be required at such time.

Section 10.2 No Ownership Right Created

No use of COL's Poles under this Agreement shall create or vest in Licensee any ownership or property rights in COL's Poles or any ownership, property or other right to use COL's Poles except in accordance with the terms and conditions of this Agreement. Licensee's rights herein shall be and remain limited to attaching its communications facilities to COL's Poles in strict accordance with the terms and conditions of this Agreement. Nothing herein contained shall be construed to compel COL to maintain in operation any of COL's Poles as a result of a change in COL's own service requirements.

ARTICLE XI - BONDING TO ELECTRIC COMPANY GROUND

Section 11.1 Definitions

For *Section 11.1 to 11.5*, inclusive, the following terms when used herein shall have the following meaning:

- 11.1.1 "Vertical ground wire" shall mean a wire conductor of COL attached vertically to the pole and extended from COL's multi-grounded neutral (defined below) through Licensee's space to the base of the pole where it may be either butt wrapped on the pole or attached to a grounded electrode.
- 11.1.2 "Multi-grounded neutral" shall mean a COL conductor located in COL's space which is bonded to all COL's "vertical ground wires".
- 11.1.3 "Bonding Wire" shall mean a number 6 AWG copper wire conductor connecting equipment of Licensee and COL to the "vertical ground wire".

Section 11.2 Installation of Bonding Wire

At the time Licensee support wire and communication cable are installed, Licensee shall install a "bonding wire" on every pole where a "vertical ground wire" exists, in accordance with NESC. Any piece of Licensee equipment attached to COL's Pole which does not have a "vertical ground wire" shall be bonded to Licensee cable support wire and properly grounded.

Section 11.3 Absolute Grounding Requirement

Under no condition may COL's vertical ground wire be broken, cut, disconnected, severed, removed, un-bonded or damaged. If COL's Vertical Ground Wire is broken, cut, disconnected, severed, removed, un-bonded or damaged, no work shall be allowed on COL's Poles until COL is notified, in writing, and the condition is corrected. Licensee and its Contractors shall assure that Licensee's facilities constantly remain

properly grounded, either to COL's vertical ground wire or through the use of jumper cables or temporary grounds until such permanent ground is affixed.

Section 11.4 Additional Bonding Precautions

COL reserves the right, but is not obligated to, install, at Licensee's expense, a "bonding wire" to any piece of Licensee equipment where, in the reasonable opinion of COL, a safety hazard exists or may exist in the future.

Section 11.5 Licensee's Duty to Warn

It shall be the responsibility of Licensee and its Contractors to warn and instruct its personnel working on COL's Poles of the requirement of bonding its wires to COL's Vertical Ground Wire" and the dangers associated with ungrounded and un-bonded facilities and to furnish adequate protective equipment to protect its personnel from bodily harm during work on its communications facilities. COL assumes no responsibility for warning, instructing, for furnishing equipment to, or for the training or job qualifications of Licensee and its Contractors or their personnel, including supervisors or employees working on COL's Poles.

ARTICLE XII - MISCELLANEOUS PROVISIONS

Section 12.1 Court Jurisdiction

Unless otherwise provided by law, any and all litigation between the parties hereto arising out of this Agreement shall be instituted and maintained in a court of Lake County, Florida.

Section 12.2 Governing Law

This Agreement and the rights and obligations of the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of laws where the giving of effect to any such principles would result in the laws of any other state or jurisdiction being applied to this Agreement.

Section 12.3 Headings

It is the parties understanding that the headings contained in this Agreement are for convenience only and not for purposes of interpreting this Agreement.

Section 12.4 Changes to Agreement

COL may make alterations or additions to the form or content of the Exhibits and Attachments to this Agreement upon mutual agreement with the Licensee.

Section 12.5 Existing Attachments

In the event that this Agreement is applicable to Attachments previously made to COL's Poles by Licensee or its predecessors and said existing Attachments will continue to be used by Licensee in its operations, Licensee shall furnish to COL a Certificate of Existing Cable Attachments on COL's Poles on the form attached hereto as **Exhibit C**.

Section 12.6 Rights of Other Parties

Nothing herein contained shall be construed to confer on Licensee an exclusive right to make Attachments to COL's Poles or confer any rights to any third party not specifically identified herein by name.

Section 12.7 Non-Waiver

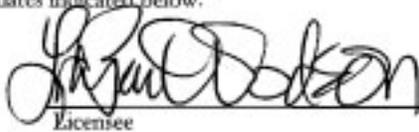
Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Section 12.8 Change in Law

This Agreement is governed by and construed in accordance with the laws of the State of Florida and the United States of America (collectively, "Applicable Rules"). In the event of an amendment to any of the Applicable Rules, any effective legislative or regulatory action, or judicial order, rule, regulation, award or other legal action purporting to apply the provisions of any Applicable Rules to the parties, or in which the Federal Communication Commission or, if applicable, the appropriate state public service commission, public utilities commission, administrative body or court makes a determination during the Term that adopts new rules or revises, modifies or reverses the Applicable Rules, any of which affects adversely the interests of either party under this Agreement or which causes any term of this Agreement to be rendered unlawful, either party may, by providing written notice to the other, require that the affected provisions be renegotiated in good faith. This Agreement will then be amended accordingly to reflect the changes to the Applicable Rules or adoption of new rules.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, by their respective officers thereunto duly authorized on the dates indicated below.

CITY OF LEESBURG, FLORIDA



Licensee

By _____

By Larne D. Dodson

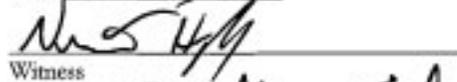
Title _____

Title VP-Real Estate

Date _____

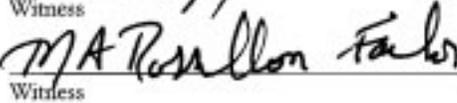
Date 5-6-13

Witness



Witness

Witness



Witness



**List of Exhibits
To Attachment Agreement**

- Exhibit A- "Attachment Request"
- Exhibit B- "Removal Request" by Licensee
- Exhibit C- "Attachment Certificate" by Licensee
- Exhibit D- "Time line for Attachment request"
- Exhibit E- "Approval of "Make Ready Charges" and notification to proceed"
- Exhibit F - "Bill of Sale For abandoned pole(s)"
- Exhibit G- "30 Day notice"
- Exhibit H- "Request to Transfer or Remove Attachments By City of Leesburg"
- Exhibit I- "Pole Attachment Rate Formula"



Exhibit "A"
Attachment Request

Company Name: _____

General location of Attachments: _____

Work order or reference # (licensee) _____

Type of Work:

New () : **Overlash 3rd Party** () : **Overlash Self** () : **Rebuild** () : **Service Drop** ()

Cable to be installed: () Coaxial () Fiber Optic Cable Size: _____ Messenger size: _____

*Existing Cable () Coaxial () Fiber Optic Cable Size: _____ Messenger size: _____

Total # Attachments requested: _____ Construction map attached ()

* Required when permitting additional circuits or over-lashing new cable to existing cable.

Submitted by: _____ Title _____

Address: _____

City _____ State _____

Phone # (____) _____ - _____ Date Submitted _____

In accordance with the terms and conditions of the existing Attachment Agreement, application is made for a permit to attach facilities to COL's Poles as indicated below and on construction drawing(s) attached. Applicant represents it has secured all necessary permits under its franchise and easements or licenses from owners of private property.

Attach #	COL Pole number	Street	Existing Attachment Height information								Proposed Attachment Height
			Power Facilities				PHONE		PHONE		
			Near/Cable	X-former	Street Light	Riser/Service Drop	Comp A.	Comp B.	Main Lin	Service Drop	
1.											
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											
10.											

Date Received by COL _____ Approved () - **Permit #** _____

"Make ready work" required (). Estimated \$ amount: \$ _____

Notification sent (date) _____ "Make Ready" fees paid on _____

Electric Service Planner _____ Date _____

GIS Mapping updated on _____ By _____

Permit is good for ninety (90) days from the date of approval. If the work is not completed by this time, the permit is void and Licensee must resubmit. Please return this permit to COL at the mailing address in the agreement upon completion.

Date of completion _____ by _____

Last update 08/10/12



**Exhibit B
Removal Request**

Company Name: _____
 General location of Attachments _____
 _____ Work order or reference # (licensee) _____

In accordance with the terms and conditions of the existing Attachment Agreement, remove from your records the following Attachment(s) from the Poles listed below:

Description of Removals

Attachment #	Pole #	General Location
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Applicant has removed **all** facilities previously attached to the above referenced Poles.

Total # Attachments removed: _____

Submitted by: _____ Title _____

Address: _____

City _____ State _____

Phone # (____) _____ - _____ Date Submitted _____

Date Received by COL _____ GIS Mapping updated on _____

By _____



Exhibit C
ATTACHMENT CERTIFICATE
CITY OF LEESBURG, FLORIDA

CERTIFICATE OF EXISTING COMMERCIAL ATTACHMENTS ON COL POLES

The undersigned officer of _____
(Licensee) does hereby certify as follows:

1. As of the date of this Certificate, Licensee owns and/or operates a commercial communication system and acknowledges _____ **TOTAL** Attachments on **COL DISTRIBUTION** Poles. (See *Section 2.1* for definition of Attachment).
2. As of the date of this Certificate, Licensee owns and/or operates a commercial communication system and acknowledges _____ Total Attachments of **COL TRANSMISSION POLES**. (See *Section 2.1* for definition of Attachment).
3. As of the date of this Certificate, Licensee owns and/or operates a commercial communication system and acknowledges _____ Total Attachments by **COL** on Licensee's Poles. (See *Section 2.1* for definition of Attachment).
4. The count of Attachments in paragraphs 1, 2 and 3 above is based upon current maps and records in the possession of Licensee and verified as accurate and current, to the best of my knowledge.
5. COL is attached to _____ on Century Link Poles.

The total of COL attachments to Century Link poles will be credited to Century Link for billing purposes. (Total Century Link Attachments to COL Poles minus COL attachment to Century Link poles equals the TOTAL number of attachments to be billed.

BY: _____ Date _____

Title _____

Date _____



Exhibit D
Time line for Attachment request
CITY OF LEESBURG, FLORIDA

Stage 1 – Survey – pole owners have up to 45 days to conduct an engineering study to determine “whether and where Attachment is feasible, and what make-ready is required.”
(For large orders, utilities have up to 60 days)¹

Stage 2 – Estimate – pole owners must provide “an estimate of the make-ready charges within 14 days of receiving the results of the engineering study.”

Stage 3 – Attacher Acceptance – attachers have “up to 14 days to approve the estimate and provide payment.”

Stage 4 – Make-Ready – pole owners have up to 60 days to notify existing attachers that make-ready for a new attacher needs to be performed (for large orders, utilities have up to 105 days). For wireless Attachments above the communications space, the make-ready period can last up to 90 days (135 days for large orders).

¹ The timeline applies to orders up to the lesser of .5% of a utility’s total Poles in a state or 300 Poles within a state during any 30 day period. Large orders are up to the lesser of 5% of a utility’s Poles or 3,000 Poles within a state. Orders above 3,000 Poles within a state require good faith negotiations regarding the timeframe for completing the job.

Last update 08/10/12



**Exhibit E
Approval of "Make Ready Charges"
And notification to proceed.**

Company Name: _____
 General location of Attachments _____
 Permit # _____ Work order or reference # (licensee) _____
 COL Work order # _____

In accordance with the terms and conditions of the existing Attachment Agreement, The Licensee has submitted a permit for Attachment to COL Poles. COL has determined that "Make Ready" charges apply. Licensee has 14 days to approve and submit a check for the "Make Ready" charges listed below.

Description of "Make Ready Charges"

General Location-

The estimated total cost of "Make Ready" Charges is \$ _____
 Approved by: _____ Title _____
 Address: _____
 City _____ State _____
 Phone # (____) _____-_____ Date Submitted _____
 Date Received by COL _____



**Exhibit F
Bill of Sale
For abandoned pole(s)**

The City of Leesburg has removed all of its facilities from the pole #'s listed below. In accordance with the terms and conditions of the existing Attachment Agreement, Section 3.11, The Licensee has agreed to purchase said pole(s) from the City of Leesburg. The Licensee shall become owner of said pole and shall be solely responsible for any and all liability, cost or expense arising thereafter out of the location, use, condition or disposal of said pole(s).

Pole Descriptions and locations

Pole #	Height/class	year	General Location

Cost per pole \$ _____ Total cost of purchase of abandoned Poles \$ _____

Amount paid \$ _____ Check # _____ Date _____

By signature below, City of Leesburg transfers ownership of said Poles to the licensee,

Printed name of COL employee authorized to sign _____

Job title _____

COL Signature _____ Date _____



**Exhibit G
30 Day notice**

In accordance with the terms and conditions of the existing Attachment Agreement, you are hereby notified in writing of,

Please correct this within the 30 days required in the Attachment Agreement.

Notification sent (date) _____
Electric Service Planner _____ Date _____
Please return this NOTICE to COL at the mailing address in the agreement upon completion.

Date of completion _____ by _____



Exhibit H
Request to Transfer or Remove Attachments
By City of Leesburg

To: _____
 Company Name: _____
 General location of Attachments _____
 City of Leesburg Work Order # _____

In accordance with the terms and conditions of the existing Attachment Agreement, You are hereby request to () Transfer, or () Remove your Attachments on the following pole(s).

Description of Removals

Attachment #	Pole #	General Location
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Per Section 3.10 Relocation of Attachments Due to Conflicts or Unreasonable Interference

"Licensee shall within Thirty (30) days of written notice (see exhibit "H", Request to transfer or remove Attachment") and at its own expense, remove, relocate, replace, rebuild or raise its facilities placed on any Poles, or transfer them to substituted Poles, or perform any other work in connection with its facilities that may be required by COL, the NESC or other applicable codes and laws.

However, in case of any emergency, or non-response within above 30 day provision, COL may, but shall not be obligated to, remove, relocate, replace, rebuild or raise the facilities placed on Poles by Licensee, transfer them to substituted Poles, or perform any other work in connection with said facilities that may be required for COL's maintenance, replacement, removal or relocation of said Poles or the facilities thereon. Licensee shall, on written demand, reimburse COL for all reasonable expenses incurred by COL pursuant to the provisions of this Section."

In accordance to the existing Attachment Agreement, you have 30 days in which to transfer or remove the above mentioned Attachments.

Submitted by: _____ Title _____

Date request sent _____ Estimated completion date _____

Date completed by Licensee _____

Completed by _____



**Exhibit I
Pole Attachment Rate Formula**

**Appendix E-2
Section 224(e) Taricom Formula for Determining Maximum Rate For Use of Electric Utility Poles
Using FERC Form 1 Accounts**

$$\text{Maximum Rate} = \left[\frac{\left(\text{Space Occupied} \right) + \left(\frac{2}{3} \times \frac{\text{Unusable Space}}{\text{No. of Attaching Entities}} \right)}{\text{Pole Height}} \right] \times \frac{\text{Net Pole Investment}}{\text{Number of Poles}} \times \left[\text{Carrying Charge Rate} \right]$$

Where:

Space Occupied = 1 foot (presumed, but rebuttable)

Unusable Space = 24 feet (presumed, but rebuttable)

Number of Attaching Entities = 3 (non-urbanized) and 5 (urbanized) (presumed, but rebuttable)

Pole Height = 37.5 feet (average, presumed, but rebuttable)

$$\text{Net Pole Investment} = \text{Gross Pole Investment (Account 364)} - \text{Accumulated Depreciation (Account 108)/(Poles)} - \text{Accumulated Deferred Income Taxes (Account 190, 281-283)/(Poles)}$$

$$\text{Carrying Charge Rate} = \text{Administrative} + \text{Maintenance} + \text{Depreciation} + \text{Taxes} + \text{Return}$$

$$\text{Administrative Element} = \frac{\text{Total General and Administrative}}{\text{Gross Plant Investment (Electric) - Accumulated Depreciation (Account 108) - Taxes (Plant)(Accounts 190, 281 - 283)}}$$

$$\text{Maintenance Element} = \frac{\text{Account 593}}{\text{Pole Investment in Accounts 364, 365, & 369 - Depreciation (Poles) Related to Accounts 364, 365, & 369 - Accumulated Deferred Income Taxes related to Accounts 364, 365, & 369}}$$

$$\text{Depreciation Element} = \frac{\text{Gross Pole Investment (Account 364)}}{\text{Net Pole Investment}} \times \text{Depreciation Rate for Gross Pole Investment}$$

$$\text{Taxes Element} = \frac{\text{Accounts 408.1 + 409.1 + 410.1 + 411.4 - 411.1}}{\text{Gross Plant Investment (Total Plant) - Accumulated Depreciation (Account 108) - Accumulated Deferred Taxes (Plant) (Account 190, 281 - 283)}}$$

$$\text{Return Element} = \text{Applicable Rate of Return (default is 11.25\%)}$$



**Exhibit J
Notice of Removal
By City of Leesburg**

To: _____
Company Name: _____
General location of Attachments _____
City of Leesburg Work Order # _____

In accordance with the terms and conditions of the existing Attachment Agreement, You are notified that COL has removed COL attachments from your poles.

Description of Removals

Attachment #	Pole #	General Location
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Submitted by: _____ Title _____

Date sent _____

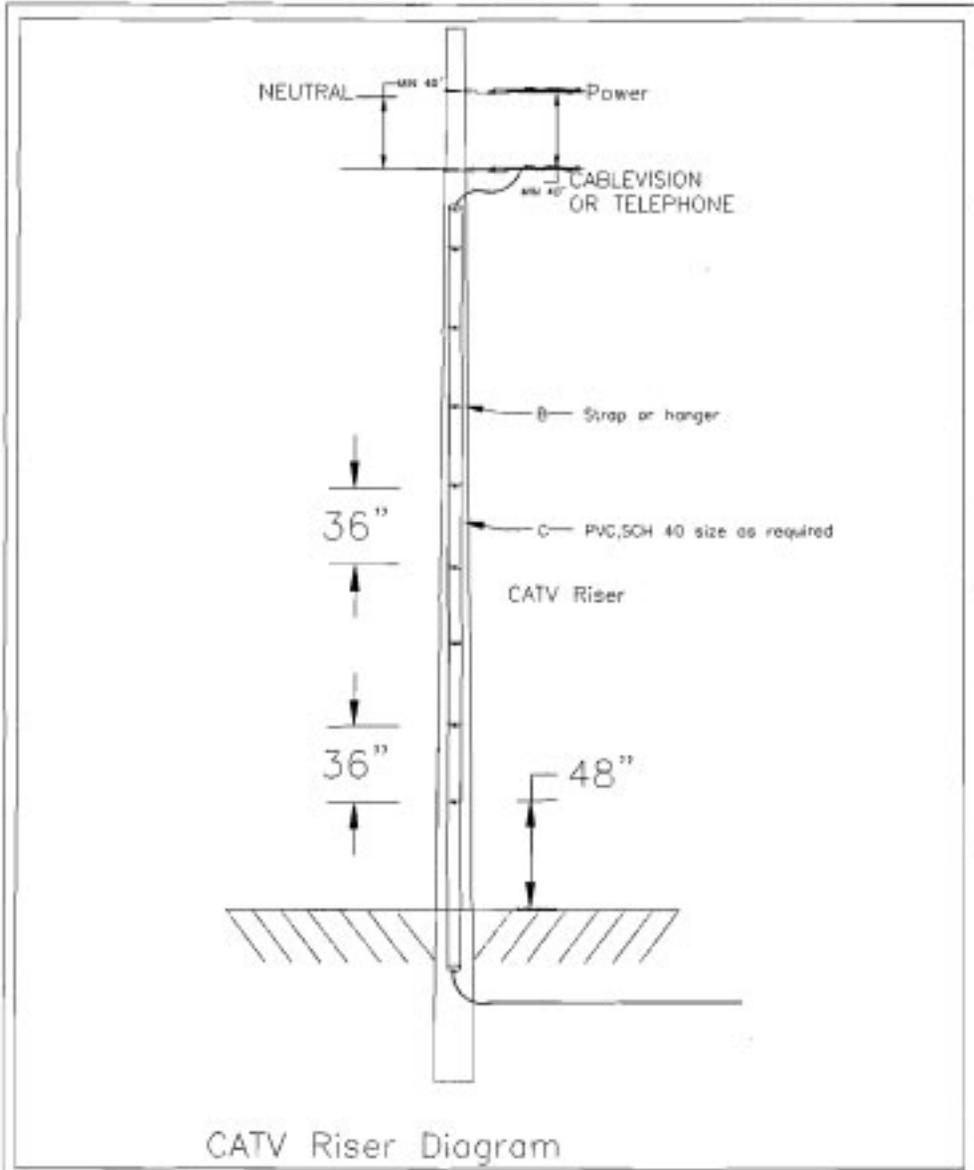
List of Drawings To Attachment Agreement

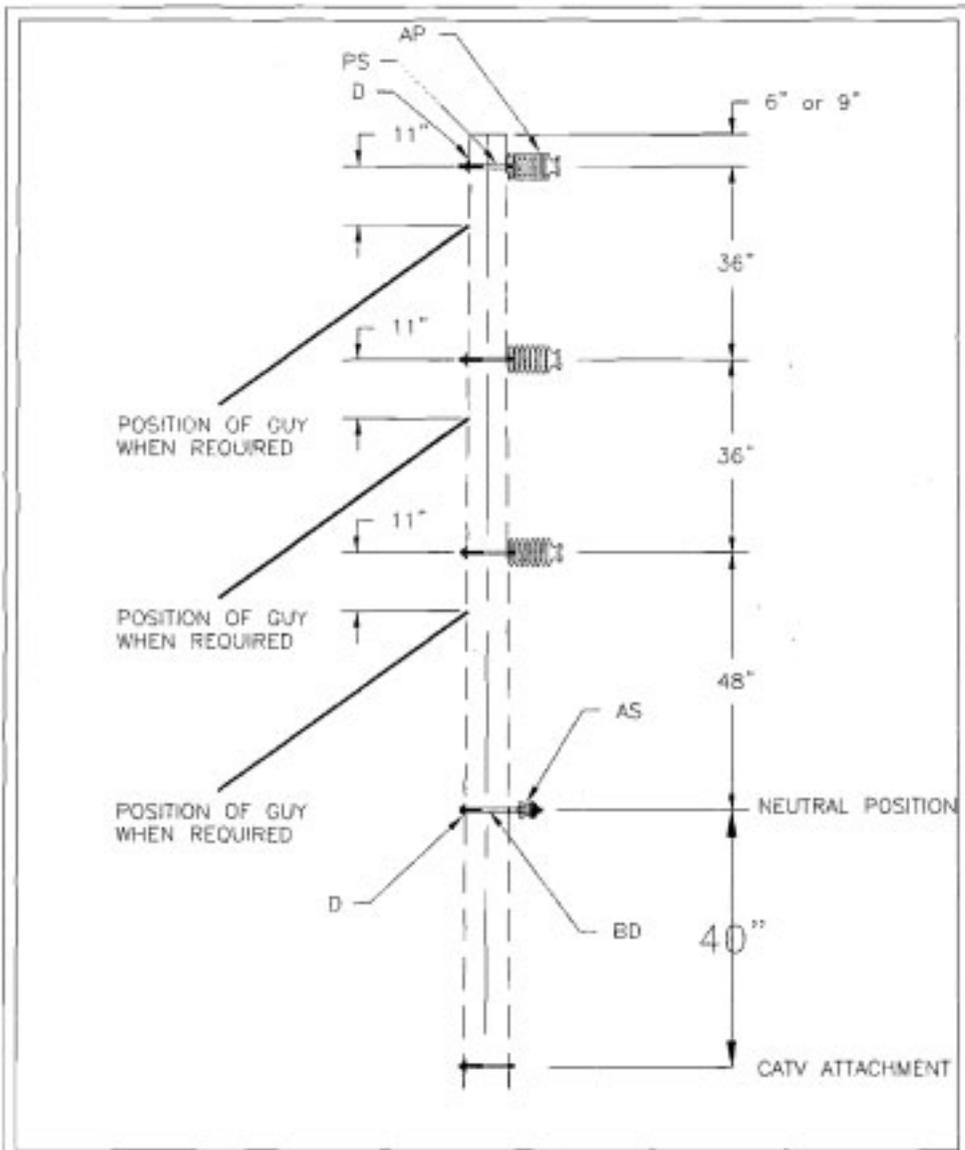
Drawing #1- "Riser Diagram"

Drawing #2 "Typical Three phase vertical construction"

Drawing #3 "Typical single phase vertical construction"

Drawing #3 "Typical vertical construction with transformer"





CATV Pole Attachment



REVISED #2

