



COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Commercial Account Right of Entry Agreement ("Agreement") is by and between the City of Ocala, by and through Ocala International Airport ("Owner"), with a mailing address of 110 SE Watula Avenue, Ocala, FL 34471 and owning real estate located at **100 SW 60th Ave, Ocala, FL 34474** ("Premises"), and **Charter Communications Operating, LLC**, on behalf of itself and its affiliates (collectively, "Charter"), with a mailing address of 12405 Powerscourt Drive, St. Louis, MO 63131, Attn: Commercial Contracts Management. This Agreement commences on the later of the execution dates set forth below ("Effective Date"). Charter and Owner may be referred to herein individually as a "Party" or collectively as the "Parties".

1. RIGHT OF ENTRY AND EQUIPMENT.

- a. In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Charter and its authorized agents a non-exclusive right of entry to the Premises and those buildings of Owner located on the Premises (including building roof top(s)) ("Buildings") for the installation, maintenance, and removal of any equipment, facilities, and other communications accessories (collectively, "Equipment") to provide any of Charter's services ("Services") to any customers who can receive Services by such Equipment. Owner also hereby authorizes Charter to use those conduits and ducts of Owner that Owner may designate as available for Charter's use (collectively "Conduit").
- b. The rights herein granted to Charter include use of available power at the Premises, together with the right to access and use all risers in the Buildings, Building utility entrance facilities, utility closets in the Buildings, and other areas on the Premises and Buildings as is reasonably required for the purpose set forth herein.
- c. Charter shall, at its sole cost, install the Equipment in accordance with generally accepted industry standards, applicable laws and regulations. Charter shall secure all permits necessary for the installation, maintenance, or removal of the Equipment. The Equipment is not a fixture of the Premises. If requested by Owner, Charter shall provide to Owner the proposed route for installation of Equipment on the Premises.
- d. Charter shall at its sole expense, repair and restore all physical damage to portions of the Premises damaged by Charter to its condition existing immediately prior to such damage, normal wear and tear excepted.

2. OWNER REPRESENTATIONS. Owner affirms that it is the legal owner of the Premises, the Building(s), and Conduit (if applicable), and confirms that Charter will be granted all rights under this Agreement. Owner recognizes Charter's right to have exclusive control over its Equipment, and Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, Charter's Equipment for any purpose without Charter's prior written consent.

3. PUBLIC UTILITIES. Charter will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone, and sewer lines) that are located in areas in which Charter intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. Charter shall be responsible for any damage to public utility lines on the Premises to the extent such damage arises from Charter's installation activities.

4. PRIVATE UNDERGROUND LINES. If Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes, and wires (collectively, "Impacted Private Lines"), then both Parties (provided that Owner has knowledge of the location of Impacted Private Lines) shall, in advance of any underground construction performed by Charter, work together to research the existence of all Impacted Private Lines ("Joint Effort"). In order to facilitate the Joint Effort, Owner's authorized representative information is provided below. (Please print clearly)

Name: Matt Grow

Address and/or email: mgrow@ocalafl.gov

Phone: 352-629-8269, cell: 352-427-5737

The Parties will then determine whether to locate and mark Impacted Private Lines, including, but not limited to, the methods and arrangements, and if deemed by the Parties necessary to do so, a qualified Charter contractor shall locate (including verification of) and mark all Impacted Private Lines to the extent required by Charter. Once the Impacted Private Lines have been located and marked, if Charter damages any Impacted Private Lines in the location in which Charter installs any Equipment, and only to the extent such damage(s) arise from Charter's Equipment installation activities, then Charter shall promptly repair such damage(s) to Owner's reasonable satisfaction after receipt of written notice from Owner describing the scope and extent of such damage(s), which written notice shall be provided to Charter no later than thirty (30) days after Charter's initial installation of Equipment.

5. TERM. The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (i) the date that is 5 years after the Effective Date, or (ii) the date that is 6 months after the date that Charter is no longer providing

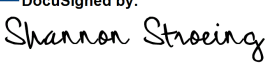


Services to any customer on the Premises (the "Term"). Should any customer on the Premises request Services during such 6-month period, the Agreement shall continue until it expires or is terminated in accordance with the terms of this Agreement. Charter may, within 90 days after the expiration or termination of this Agreement, elect to remove Charter's Equipment or abandon in-place all or certain portions of Charter's Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner with lien free title thereto passing immediately to Owner at no cost to Owner.

6. **ASSIGNMENT.** This Agreement may be freely assigned by either Party, provided that the assignee agrees in writing to assume all of the obligations of assignor hereunder, and be bound by all of the terms and conditions of this Agreement. Notwithstanding anything to the contrary herein, either Party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of the Party related to the Services or applicable Buildings. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives, and assigns.
7. **LIMITATION OF LIABILITY.** CHARTER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CHARTER OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
8. **INDEMNIFICATION.** Charter agrees to indemnify, defend, and hold Owner harmless from and against any and all damages, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising from third party claims for bodily injury, including death, to persons or damage to tangible property caused by or resulting from Charter's acts or omissions in the performance of any work, maintenance, or operation of its Equipment, except to the extent caused by the negligence or willful misconduct of Owner, for which Owner shall remain responsible.
9. **INSURANCE.** Charter shall maintain, at Charter's sole cost and expense, (i) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (a) to the extent caused by acts of Charter, damages to the Premises and (b) the operations of Charter at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident, and (iii) worker's compensation insurance to comply with the applicable laws of the State the Premises is located in.
10. **GOVERNING LAW AND JURY TRIAL WAIVER.** This Agreement shall be governed by the laws of the State where the Premises is located. UNLESS PROHIBITED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY.
11. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the Parties with respect to, and supersedes all prior agreements, promises, and understandings, whether oral or written, with respect to, the subject matter contained herein. This Agreement shall not be modified except by a written document signed by both Parties.
12. **SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had not been contained herein.
13. **NO WAIVER.** To be effective, all waivers under this Agreement must be in writing and signed by the Party making such waiver.
14. **AUTHORIZED SIGNATORY.** If the Owner is not executing this Agreement, the person executing on behalf of Owner represents that the undersigned is Owner's authorized agent and has full authority to bind Owner to this Agreement.
15. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be signed in counterparts, which may be transmitted electronically, each of which will be fully effective as an original and all of which together constitute one and the same instrument.

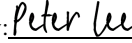
CHARTER COMMUNICATIONS OPERATING, LLC

By: Charter Communications, Inc., its Manager

DocuSigned by:

 By: _____
 06A9408B01BE4A5E (Signature)
 Printed Name: Shannon Stroeing
 Title: Director, Right of Entry
 Date: 1/6/2026

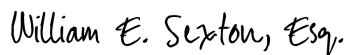
DS Initial
 TS

OWNER OR ITS AUTHORIZED AGENT:

City of Ocala
 (Print name of Owner's legal entity name above)
 By: 
 5BB28E162F2E4C2... (Signature)
 Printed Name: Peter Lee
 Title: City Manager
 Date: 1/6/2026

Approved as to form and legality:

Signed by:



Certificate Of Completion

Envelope Id: 85A55ED8-936A-4570-A221-E78F2C5E65B3
 Subject: SIGNATURE - Spectrum Commercial Right of Entry Agreement - Airport
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Patricia Lewis
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 plewis@ocalafl.org
 IP Address: 216.255.240.104

Record Tracking

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Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.gov
 City Attorney
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

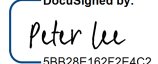
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 Signed: 1/6/2026 9:14:32 AM

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 Accepted: 9/15/2023 9:02:35 AM
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Peter Lee
 plee@ocalafl.org
 City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/6/2026 1:27:58 PM
Signing Complete	Security Checked	1/6/2026 1:28:06 PM
Completed	Security Checked	1/6/2026 1:28:06 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.