

POLE ATTACHMENT AGREEMENT

This Pole Attachment Agreement (“Agreement”) made by and between the City of Ocala through its Ocala Electric Utility (“OEU”), hereinafter called “Owner”, and BellSouth Telecommunications, LLC d/b/a AT&T Florida, duly qualified to do business in the State of Florida, hereinafter called “Attachee.”

WHEREAS, Attachee proposes to erect, maintain, and attach communication facilities to poles owned by Owner; and

WHEREAS, Owner, 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* Owner shall mean the party owning the pole.
- 1.02* Attachee shall mean the company attaching to the Owner’s pole.
- 1.03* “Attachment” shall mean Owner authorized contact(s) on a pole to accommodate a single messenger strand (support wire) system, with or without communication cable(s) lashed to it. This includes service drops and multiple contacts where required for construction on this single messenger strand system. Any additional contact(s) required for a second messenger strand system will be considered as a second attachment. Multiple service drops attached to a single lift (drop) pole or power pole and positioned within 12 inches vertically of one another will be considered as one attachment, other multiple service drops separated by more than 12 inches vertically will be considered as a second attachment. Any other appurtenance affixed to a pole, with the exception of risers, guy and ground wires, shall be considered as a separate attachment. Additionally, an “Attachment” is defined as any attachment by an authorized Attachee to a pole, duct, conduit, or right-of-way owned or controlled by the Owner.
- 1.04* “Attachee and its Contractors” shall mean the Attachee and any persons or entities who provide labor, services, or materials in connection with the establishment and maintenance of attachments to Owner’s poles, including, but not limited to, contractors, subcontractors,

sub-subcontracts, material suppliers, agents of any kind and their respective officers, supervisors, agents, and employees.

- 1.05 “Communication Facilities” shall mean all cables, support wires, bonding wire, grounds, guy wires, or other equipment of Attachee which is attached to Owner’s poles in furtherance of Attachee’s distribution service. This definition does not include power supplies or like equipment.
- 1.06 “Owner’s Poles” are defined as either Distribution Poles or Transmission Poles to which Owner has agreed to permit attachment pursuant to this Agreement.
- 1.07 “Distribution Pole(s)” are defined as support supply conductors of less than 50KV and are included in FERC Account 364 “Distribution Plant Poles, Towers, & Fixtures.” This includes lift (drop) poles, which normally support only service drops to the customer.
- 1.08 “NESC” shall mean the current edition of the “National Electrical Safety Code” as amended, including all retroactive provisions, if any, and recognizing all permitted grandfathering of installations under section 013 of the NESC.
- 1.09 “Notification” shall be defined as any written correspondence, email, or other electronically documented means of notifying any affected party.
- 1.10 “Transmission Pole(s)” are defined as support supply conductors energized above 50KV and are included in FERC Account 355, “Transmission Plant, Poles, & Fixtures.”
- 1.11 “Service Drop” is defined as the service conductor(s) from the last pole or other aerial support to the building or other structure of the subscriber(s).
- 1.12 “Usable Space” is defined as the space on the utility pole above minimum grade level that is usable for the attachment of wires, cables, and related equipment.
- 1.13 “Streetlight Pole(s)” are defined as poles installed primarily for the function of providing street lighting or other private-area lighting, whether electrically served overhead or underground.
- 1.14 “Abandoned or Unused Cable” shall be defined to mean any communication cable or facility of the Attachee which is no longer part of its operational network and for which the Attachee has no documented, commercially reasonable plans for future use. This includes, but is not limited to, cables that have been replaced by a new facility, or those that have been physically disconnected from active network components for a period exceeding ninety (90) days without a plan for repair or reconnection. Upon written notice from the Owner, the Attachee shall have sixty (60) days to provide proof of active use of a suspected abandoned or unused cable.
- 1.15 *“Emergency” refers to any situation with a substantial likelihood of property damage and/or harm, including injury or death, to individuals.*

Section 1.1 Effective Date

This Agreement shall not become effective and binding upon pole Owner until it is approved and executed by City Council and executed by the City Council President of the City of Ocala and until a fully executed copy has been returned by Attachee. One (1) fully executed copy of the Agreement shall be returned to each of the two (2) parties to this Agreement.

Section 1.2 Term

This Agreement shall become effective upon its effective date, and if not terminated in accordance with the provisions of Section 7.1, shall continue in effect for a term of five (5) years. The Agreement shall renew automatically for an additional one year term at the end of the initial term, unless notice is received from Attachee at least one (1) year prior to the end of the term of its intent to not renew. The Agreement shall also automatically renew for additional one year terms; provided that either party may terminate the Agreement at any time thereafter by giving to the other party at least three (3) months written notice.

ARTICLE II-AUTHORITY TO ATTACH

Section 2.0 Authority to Attach

This Agreement shall be in effect in all of the OEU service territory in Florida, for which Attachee holds a valid franchise or license from a local government as required by state and local laws, or as otherwise authorized by a government authority to provide communication services to such areas in which Owner's poles are located. Upon compliance with all relevant terms and provisions of said franchise or license, if applicable, and this Agreement, Attachee is authorized to attach its communications facilities to Owner's poles.

Section 2.1 Denial of Attachment

To the extent permitted under federal, state, and local law, Owner reserves the right to deny attachment or order removal of existing attachments of facilities from any of Owner's poles including, but not limited to, poles which in the reasonable judgment of Owner (i) are required for the immediate or planned sole use of Owner, (ii) are not acceptable for attachment because of safety considerations and compatibility with existing or committed attachments of others within the available usable space on existing poles, (iii) have been installed primarily for the use of a third party, (iv) are considered streetlight poles, or (v) currently support an Abandoned or Unused Cable belonging to the Attachee, unless the permit application includes the removal of said Abandoned or Unused Cable upon completion of the new installation. Under no circumstance, except as may be approved in writing by the Owner in its sole discretion, will cable overlash be permitted that results in an overall diameter of the cable bundle (including messenger cable) that exceeds two (2) inches.

Section 2.2 Unauthorized Attachments

Any unauthorized attachment, including but not limited to power supplies or like equipment to Owner's poles shall constitute a trespass and be subject to removal. Provided however, that attachments made to Owner's poles pursuant to prior pole attachment agreements between licensee shall not be treated as an unauthorized attachment under this agreement, if properly permitted under such prior agreements. Owner shall provide written notice to Attachee allowing 30 days to remove, or make suitable arrangements to permit, the unauthorized attachments. If no arrangements have been made within the time allowed, Owner shall have the right to remove the unauthorized attachments without incurring any liability and at the sole cost and expense of Attachee.

ARTICLE III-GUIDELINES FOR ATTACHMENTS

Section 3.1 Permitting of Attachment

Before making any initial or additional attachment of its facilities to any pole of Owner, including overlashing additional cable(s), Attachee shall make application to Owner for a permit in the form of Exhibit A, attached hereto. Attachee shall make no attachment prior to receipt from Owner of an approved permit. Service drops on poles shall be permitted quarterly after the fact on a single permit as further discussed in Sections 3.2 and 6.1. Additional attachments made during an emergency repair shall be reported as soon as practically possible and a permit obtained. Attachee shall ensure that each permitted attachment is made in accordance with the terms of this Agreement as well as the specified provisions, if any, contained in the permit. The failure of Attachee to obtain such a permit prior to making an attachment (or a permit after an emergency repair) shall constitute a trespass and a willful violation of this Agreement. Recurrent violations of this Section may result in termination of this Agreement. For the purpose of pole load analysis, an attachment permit will be required prior to any overlashing, or existing cable change, that would alter the original load data submitted for an existing attachment. However, this would not be considered a new attachment.

As a condition for the issuance of said permit, the Attachee shall provide, within the permit application, the complete technical specifications of the cable to be installed. Such specifications shall include, at a minimum, the cable type, weight per linear foot, and outside cable diameter. For overlashing permit requests, the Attachee must provide a list of all existing cables that are part of the attachment, along with their weight per linear foot and outside cable diameter (including the messenger cable, if applicable). The Attachee must also confirm that each existing attachment is in active use, which may be subject to auditing in accordance with Section 1.14.

Section 3.2 Permit Forms

Beginning with the effective date of this Agreement, the submittal of Application and Permit (Exhibit A) and Notification of Removal (Exhibit B) forms shall be used by Attachee in obtaining permits to attach or remove its facilities to/from Owner's poles. The Attachment Count (Exhibit C) will be completed quarterly by the Attachee and submitted to the Owner along with the quarterly permit for service drops installed in accordance with Section 3.1. The Owner will adjust the inventory of attachments and generate the annual invoice in accordance with Section 6.1. The Owner reserves the right to modify the Exhibit A and Exhibit B forms as needed to obtain all details for existing and proposed attachments that it deems necessary for pole loading analysis, clearance analysis, and attachment inventory documentation.

Section 3.3 Permit Form Submittal

All Application and Permit (Exhibit A), Notification of Removal (Exhibit B), and Attachment Count (Exhibit C) forms must be submitted to:

City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Avenue Bldg. 400
Ocala, FL 34470-4875

By mutual written consent, the Parties may designate other methods for permit correspondence, such as electronic transmission (email), which shall be considered equally valid.

Section 3.4 Installation Standards

Attachee's Communication Facilities shall be erected and maintained in accordance with NESC and the current requirements of Owner, and as may be amended or revised. Existing facilities, which comply with NESC requirements, may be operated in place until rebuild, relocation, etc., provides opportunity to upgrade to current Owner's requirements.

Attachee attachments shall not conflict with the primary use of Owner's poles by Owner, or by any other prior party using the poles, or unreasonably interfere with the operation of other pre-existing facilities thereon or which may from time to time be placed thereon. No ancillary equipment will be permitted beneath the communication zone on the pole or within 3 feet of the base of the pole to allow for facilities maintenance. Should such a conflict occur, the Attachee shall relocate its facilities within 60 days of notification from the Owner.

No cable point-of-maintenance (POM) slack loop, splicing enclosure, or other attached equipment shall occupy more than twelve (12) inches of total vertical space, centered at the point of Attachment on the pole. Cable slack loops within an aerial span must be secured by a dedicated aerial slack storage system and may not exceed six (6) inches vertically above or below the messenger strand it is affixed to.

Any cable temporarily unlashed from a messenger strand to allow for the installation of a new/upgraded cable must be secured in such a manner that it does not create an NESC or OEU-required clearance violation at any time prior to the removal of the previous cable. The previously unlashed or replaced cable shall be considered an Abandoned or Unused Cable and must be completely removed from the Owner's poles by the Attachee, at the Attachee's sole expense, within ninety (90) days of the installation of the new cable. Attachee shall not overlash new facilities to an existing Abandoned or Unused Cable.

Section 3.4.1 Limitations on Overlashing

While overlashing is not counted as an additional attachment for rental purposes, the Owner, in its reasonable judgment, reserves the right to limit the quantity and size of cables overlashed to a single messenger strand to ensure that: (i) a safety hazard or violation of NESC or Owner's requirements does not occur, (ii) the structural integrity of the Owner's pole is not compromised, or (iii) it is of a size and configuration that is reasonably maintainable, allowing the Attachee to perform repairs or relocations reliably and safely within the notification periods specified elsewhere in this Agreement, including the sixty (60) day period for relocations. In no case shall the overall diameter of the cable bundle exceed two (2) inches.

The Owner may deny a permit for overlashing that, in its reasonable judgment, would result in the Attachee's failure to meet these criteria.

Section 3.4.2 Cable Identification

Attachee shall install and maintain aerial cable markers and equipment labels that provide for the clear identification of its Communication Facilities. Attachee shall place aerial cable markers on its messenger strand or attached cable. At a minimum, one (1) marker shall be placed

not less than every three (3) spans or every five hundred (500) feet, whichever distance is less. These markers shall be of a highly visible color and shall clearly identify the Attachee by name with lettering no less than one-half (1/2) inch tall. Any splicing enclosure or other equipment enclosure attached to Owner's poles or located within an aerial span shall be clearly marked with the Attachee's company name or logo.

Section 3.5 Attachment Inspections

Owner shall have the right, but not the obligation, to conduct a pre-attachment and post-attachment field inspection of all proposed attachment locations described in the permit application. Owner's inspections shall not excuse Attachee's non-compliance with or inspection obligation under, this Agreement. Attachee shall reimburse Owner upon written demand for all costs of such inspection. Failure by Owner to assess or collect such costs at the time of such inspection shall not constitute a waiver of Owner's right to assess or collect such costs. Owner shall perform review of permits within sixty (60) days of documents submission by Attachee. If Owner fails to complete the review within sixty (60) days, the Attachee shall have the right to make attachment but will still be subject to requirements determined once permit review is completed. Attachee will still be responsible for ensuring attachment will not create any NESC violations.

Section 3.6 Make-Ready Work

In the event that any of Owner's poles, to which Attachee desires to make attachments, have NESC clearance violations, or are of a diminished structural integrity due to pre-existing conditions, those poles shall not be eligible for new communication attachments. If the Attachee still desires to attach to an ineligible pole, then the Attachee shall be responsible for 100% of the cost of engineering and construction for any additional increase in pole size or strength class needed to accommodate Attachee's new attachment permit request. Owner will so notify Attachee 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 transferring Owner's facilities from the old to the new poles, and sacrificed life value of poles removed, and any other specifications with which the attachment must comply as a condition(s) for approval of the permit.

Before Owner will proceed with any make-ready work, Attachee shall provide written confirmation that it wishes Owner to proceed with such make-ready work. Such writing obligates Attachee to reimburse Owner for the entire cost and expense of such make-ready work. Where Attachee's desired attachments can be accommodated on present poles of Owner by rearranging Owner's facilities thereon, Attachee shall pay Owner for the entire cost and expense of completing such rearrangement. Attachee shall also make arrangements with the owners of other facilities attached to Owner's poles to reimburse any expense incurred by them in transferring or rearranging the other facilities. Such work shall be completed before Attachee attaches its Communications Facilities to Owner's poles. Any additional support of poles, including, but not limited to, guying required to accommodate the attachments of Attachee shall be provided by and at the expense of Attachee.

Attachee shall not set any poles under or in close proximity to Owner's facilities which location would be in violation of NESC requirements. Attachee may, however, request Owner to set such poles as Attachee may desire, and Owner may accept such request unless such poles would unreasonably interfere with Owner's or other owners' use of their facilities. If such request is

granted, Attachee shall pay Owner for the entire cost of setting such poles.

Section 3.7 Updated Location Maps

It shall be the duty and responsibility of Attachee to maintain accurate, up-to-date location maps and records of all its attachments on Owner's poles. Owner 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 a thirty (30) day notice.

Section 3.8 Maintenance of Attachments

Attachee shall, at its own expense, make and maintain its attachments to Owner's poles in a safe and workmanlike manner in accordance with this Agreement, industry standards, and all applicable codes and laws, including the NESC. Attachee shall, within 24 hours of notification, correct violations of NESC or Owner requirements, which are discovered by Owner and present a safety risk, at its expense. Violations that are not an immediate safety risk must be corrected within sixty (60) days of notification. Failure by Attachee to so maintain its attachments may result in termination of this Agreement pursuant to Article VII.

Section 3.9 Relocation of Attachments

Attachee shall, within sixty (60) days of next to go notice (NTG) through NJUNS from the Owner, at its own expense, remove, relocate, transfer or rebuild facilities placed on any poles, or perform any other work in connection with its facilities that may be required by Owner, the NESC, or other applicable codes and laws. If in the event that the Attachee fails to remove, relocate, transfer, or rebuild its facilities within 60 days, the Attachee shall pay a delay penalty in the amount of \$25.00 per day per attachment. This penalty shall be applied for each day until each attachment is removed, relocated, or transferred. However, in case of a documented public safety Emergency, Owner may, but shall not be obligated to, remove, relocate, replace, rebuild, or renew the facilities placed on poles by Attachee, transfer them to substituted poles, or perform any other work in connection with said facilities that may be required for Owner's maintenance, replacement, removal, or relocation of said poles or the facilities thereon without incurring any liability and provide Owner notification of said work as soon as practicable. Notwithstanding the foregoing, Owner shall not remove, relocate, replace, rebuild, or otherwise perform work on Attachee's Communication Facilities where such work is prohibited under Attachee's then-current collective bargaining agreement, subject to compliance with any applicable laws or regulations that may take precedence over such labor agreement. In the event of non-response or non-completion over 120 days, Owner's remedies shall be limited to: (i) continuation of the per-day attachment penalty at the amount of \$50 per day per attachment; (ii) suspension of Attachee's right to apply for new attachment permits; and (iii) escalation pursuant to the dispute resolution provisions of this Agreement. Penalties will be applied until attachments are relocated, regardless of who performs the work.

Attachee shall, on written demand, reimburse Owner for all reasonable expenses incurred by Owner pursuant to the provisions of this Section. Additionally, Owner shall be entitled to collect and Attachee shall be obligated to pay an administrative fee to Owner in an amount equal

to 30% of all reasonable expenses incurred by Owner to perform any work described under this Section. Notwithstanding the foregoing, if Attachee is delayed from removing, relocating, transferring or rebuilding facilities because of strikes, lockouts, labor troubles, the inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, storms, hurricanes, earthquakes or other natural disasters, war or other reason which is not the fault of or is beyond the reasonable control of the Attachee, then Attachee will not be obligated to pay the administrative fee stated above. Nothing in this Section shall be construed to relieve Attachee from maintaining adequate work forces readily available to promptly repair, service, and maintain Attachee's facilities as herein required.

If the Owner determines there exists a need to convert existing overhead infrastructure (pole line and/or cables) to underground, the Attachee shall remove its attachments from the Owner's poles and shall make its own arrangements for undergrounding its facilities with no expectation of compensation from the Owner.

Furthermore, all relocation or removal notifications, whether by email or use of the National Joint Use Notification System (NJUNS) shall constitute the 60-day notification start. Failure to remove or relocate regardless of Attachee's response by email or NJUNS response will not alleviate the Attachee of the removal requirement timeline and any applicable penalties or forced removal options.

Section 3.10 Pole Maintenance and Facilities Operation

Owner 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. Owner shall not be liable to Attachee, and Attachee hereby waives any claims for negligence, which may cause damage to or interruptions of cable communications service or for interference with the operation of the cables and wires of Attachee. The foregoing notwithstanding, Owner shall be responsible for damage to the Communications Facilities caused by Owners negligence.

Section 3.11 Voluntary Removal of Attachments

Attachee may at any time remove its Communication Facilities in whole or in part, from Owner's poles and it shall immediately give Owner written notice of such removal with the submission of Exhibit B attached hereto. No refund or pro-ration of any prepaid attachment fee shall be given on account of such removal. Attachee 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 Owner.

ARTICLE IV- GOVERNMENT FRANCHISES AND EASEMENTS

Section 4.1 Legal Right to Attach

By submission of a permit application, Attachee affirmatively warrants and affirms to Owner 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, if applicable, issued by any government having jurisdiction over the area within which Owner's poles are located. Upon written request,

Attachee shall make available to Owner copies of all applicable franchise and/or license agreements.

Section 4.2 *No Assignment of Owner's Interests*

It shall be the sole responsibility of Attachee to obtain and maintain for itself such easements or licenses as may be necessary for the placement and maintenance of its attachments to Owner's poles located on public or private property. Nothing in the Agreement shall constitute or create an assignment to Attachee by Owner of any easement or license held by Owner or of any rights under any easement or license held by Owner. Nor shall Attachee assign any rights granted herein without the express written permission of Owner. Attachee affirmatively warrants and represents to Owner 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*

The parties agree to jointly conduct a field survey as soon as practical after executing this agreement, and every five (5) years thereafter from the date of this contract, if the contract is still in force, unless both parties waive this requirement. Owner shall give reasonable advance notice to the Attachee of its intent to conduct a field survey and Attachee shall be permitted to participate in the survey, provided their participation does not impede the normal work flow of the entity performing the field survey. Field surveys may include the collection of other information provided both parties agree to the equitable division of cost. Attachee shall reimburse Owner, upon written demand, for the actual costs of any such inventory. This field inventory shall not operate to relieve Attachee 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 ninety (90) days after receipt by the Attachee. Non-payment shall constitute default under this Agreement.

Section 5.3 *Field Inventory True-Up*

If Owner obtains a field inventory of the facilities of Attachee in accordance with *Section 5.1* of this Agreement, and Owner finds that the total number of attachments is different than the number reflected in current attachment permits, then, upon completion of such inventory, Owner's attachment record will be adjusted accordingly and subsequent billing will be based on the actual number of attachments. Attachee shall be retroactively billed, from the date of the previous field inventory, documented date of attachment provided by Attachee, or the effective date of this Agreement, whichever is more recent, the unpaid attachment fees, based on the current attachment rate plus interest of 10% per year. In no event will retroactive billing be for a period of more than five (5) years. Attachee will have 60 days from the date of being informed of the final adjusted inventory totals to provide documentation of any inventory inaccuracies and request adjustments accordingly. The payment by Attachee of the unauthorized attachment charge shall not serve to waive Owner's right to terminate this Agreement under Article VII.

ARTICLE VI-RENTAL AND PROCEDURE FOR PAYMENTS

Section 6.1 Rental Payments

The Attachee shall pay to the Owner, for attachments made to poles under this agreement, rental payments in the amount of Thirty-one dollars and seventeen cents (\$31.17) per attachment for the year of the execution of this Agreement. Overlashing shall not be counted as an additional attachment subject to rental payments under this agreement. Thereafter, the rental rate shall automatically increase by the percentage equal to the average Consumer Price Index for the previous calendar year. Specifically, each January OEU shall obtain 12-month average CPI-U "All Items" index for the previous year, as published by the U.S. Department of Labor, Bureau of Labor Statistics. That percentage increase will be applied to the previous year's rental rate.

At the end of the year 2025, or anytime thereafter, OEU may re-evaluate the rental rate and make any necessary adjustment to the rate for the next calendar year effective January 1. For each year thereafter the rate shall again be automatically increased based on the Consumer Price Index (CPI-U) for that year. Said rental payments shall be invoiced annually in arrears on the last day of January of the previous year and paid within 30 days after the invoice, discussed below, is received by the Attachee.

The total amount of the annual rental payments shall be based upon the number of attachments to poles that are being maintained on the last day of the month immediately preceding the respective due date for annual payments. On said days, the Attachee shall complete the form attached hereto as Exhibit "C" and deliver same to the Owner, and also submit a quarterly permit for service drops installed in accordance with Section 3.1. Upon receipt of the form, the Owner of the larger number of poles shall send the Owner of the lesser number of poles an invoice, which shall be due, and payable within ninety (90) days of the date received. OEU will send the invoice to BellSouth Telecommunication LLC d/b/a AT&T Florida for the annual pole rental due under this Agreement to the following address:

Bellsouth Telecommunications LLC d/b/a AT&T Florida
Attn: J. D. Ryals
6915 Pine Forest Road
Pensacola, FL 32536

The Parties may at a later date change the addresses to include an electronic invoicing and payment system.

Section 6.2 Rental Credits

If applicable, the Owner shall pay to Attachee for attachments made to Attachee's poles under this agreement, rental payments in the amount equal to the above stated rental rate per attachment for that year. Said rental payments shall be made payable annually on the first day of the following

January of each year during which this agreement remains in effect. This payment will be made in the form of a credit to the pole attachment bill issued by the Ocala Electric Utility.

Section 6.3 Invoice Accuracy

Attachee's acceptance and payment of annual invoices issued by Owner shall constitute Attachee's verification that the invoice is correct as to the number of actual attachments.

Section 6.4 Payment Due Date

All billings to Attachee under this Agreement are due within ninety (90) days of receipt. Invoices outstanding after ninety (90) days shall incur interest on such unpaid amount from the date such invoice is due until it is paid at the lesser of 12% per annum or the maximum amount permitted by law.

Section 6.5 Revision of Rental Rate

After any Rental Rate revision, the revised rental rate shall again be automatically increased based on the Consumer Price Index (CPI-U) for that year.

ARTICLE VII-TERMINATION

Section 7.1 Suspension of Rights for Default

In the event either party deems an event of default has taken place and prior to engaging in the formal default provisions of legal proceedings in this agreement, the Manager of the cable system and the Director of OEU shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either party to meet. In the absence of resolution of the matter and if Attachee 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 sixty (60) days after notice thereof in writing, to the Attachee from Owner, to correct such default or non-compliance, all rights of Attachee to apply for additional attachment permits shall be suspended. If such default shall continue for a period of ninety (90) days, Owner 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, Attachee'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 Attachee's rights pursuant to *Section 7.1* above, Owner will not process or approve any application for a permit for additional attachments until Attachee has corrected such underlying default or non-compliance.

Section 7.3 Termination

Upon termination of this Agreement, Attachee shall commence, within sixty (60) days and complete removal of all facilities from Owner's poles within three-hundred sixty-five (365) days of termination. Thereafter, Owner shall have the right to remove them at the sole cost and expense

of Attachee and without any liability to Attachee. Owner shall have mechanics and possessory liens upon any equipment of Attachee so removed sufficient to cover the cost of removal, transport, and storage, and any other amounts then due to Owner under this Agreement, including costs of enforcement of this Agreement and reasonable attorney's fees. Upon payment by Attachee to Owner, all such equipment shall be released to the Attachee at the site where Owner is storing said equipment.

ARTICLE VIII-INDEMNIFICATION, LIABILITY, AND INSURANCE

Section 8.1 Indemnification

The Attachee assumes full responsibility for the attachment and maintenance of its facilities pursuant to this Agreement, and for any and all damages to its own facilities, the Owner's facilities, third parties facilities, and for any injuries which arise within the scope of work to make such attachments or perform maintenance on said attachments or from any accidental contact with Owner's facilities while making attachments or performing maintenance on attachments. Attachee will hold Owner harmless for any and all accidents, damages, claims, or costs arising within the scope thereof, together with all reasonable attorneys' fees and costs incurred by Owner in the defense of any claim for such damages, except for acts, omissions or willful misconduct of Owner, third-party attachees or other third parties.

Section 8.2 Damage by Attachee

Attachee shall exercise proper precautions to avoid damage to facilities of Owner and others supported on the poles. Attachee shall make an immediate report to Owner, as provided for in Section 8.3, of the occurrence of any damage and hereby agrees to reimburse Owner for any reasonable expense incurred in making repairs.

Section 8.3 Notification

If any member of the public, or the Attachee and its Contractors, is injured or killed, or if any property, including the Owner's or the Public's, is damaged in the course of work being performed under the provisions of this Agreement, the Attachee will notify the following:

Ocala Electric Utility Safety Coordinator (352) 351-6628

Ocala Electric Utility System Control
(After normal business hours) (352) 401-6690

Such notification will be made immediately in person or by telephone and promptly confirmed in writing, and will include all pertinent data such as name of injured party, location of accident, description of accident, nature of injuries, names of witnesses, and disposition of injured or deceased person(s).

Section 8.4 Minimum Insurance Requirements

At all times during the Term of this Agreement, Attachee shall provide, pay for, and maintain insurance policies in conformance with the following:

Attachee shall carry Worker's Compensation and Employer's liability insurance with limits not less than the following:

Worker's Compensation – Florida statutory requirements

Employer's liability - \$500,000.00 limit each accident

\$500,000.00 limit each accident

\$500,000.00 limit per each employee

Attachee shall waive and shall ensure that Attachee's insurance carrier waives all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Attachee's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.

Attachee will also carry insurance policies with respect to:

- (a) Commercial General Liability with Bodily Injury and Property Damage limits not less than \$5,000,000.00 combined single limit each occurrence and in the aggregate.
- (b) Automobile Liability with Bodily Injury and Property Damage limits not less than \$5,000,000.00 combined single limit each accident

All insurance shall be from responsible companies duly authorized to do business in the State of Florida and having a rating reasonably acceptable to the Owner. All liability policies shall provide that the City of Ocala is included as an additional insured by endorsement as to the activities under this Agreement. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the Attachee's broker authorized by the Attachee to bind coverage on its behalf and shall be filed and maintained with the Owner annually. Thirty (30) days advance written notice by registered, certified, or regular or facsimile as determined by the Owner must be given to the Owner of any cancellation, intent not to renew, or reduction in the policy coverages of required policies if not replaced. The insurance requirements must be satisfied by evidence of self-insurance or other types of insurance reasonably acceptable to the Owner. The insurance requirements set forth herein may be satisfied by Attachee through an umbrella insurance policy of the appropriate scope.

Nothing within this Section 8.4 of Article VIII shall be construed as a waiver for the Attachee's requirement to maintain any equal or greater policies and limits of coverage required by any local governmental authority, including the City of Ocala's Code of Ordinances. However, Attachee may use any insurance obtained pursuant to the requirements of the City of Ocala's Communications Rights-of-Way Ordinance (2017), as amended, to satisfy the requirements of this Section 8.4 of Article VIII, so long as such insurance and policy limits equals or exceeds the requirements and limits of this Section 8.4 of Article VIII.

All certificates and notices required by this Section shall be filed with the Owner at the following address:

Attention: Electric Engineering Manager
City of Ocala, d/b/a Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Avenue Bldg. 400
Ocala, FL 34470-4875

ARTICLE IX-DANGER! NOTICE TO ATTACHEE AND ITS CONTRACTORS

Section 9.1 Electricity is a Natural Hazard

Attachee 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. Attachee and its contractors are further hereby advised that, due to the nature of the work of attaching its facilities to Owner'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 Attachee facilities to Owner's poles, Attachee and its contractors shall inspect the work area on or near Owner'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 Attachee 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. During the course of the work, Attachee 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 hazards or dangerous conditions as they may arise.

Section 9.2 Precautions before Commencing Work

The Attachee and its contractors shall, before climbing poles or structures, exercise their best 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. The Attachee and its contractors shall have the affirmative duty to identify and comply with pole marking or tagging procedures undertaken by Owner (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 with the specific understanding that if Attachee and its contractors, in their sole discretion, regard the location where such work is being performed as an unsafe place to work, Attachee and its contractors shall immediately cease and desist from performing all work in such hazardous area. The Attachee shall then request, in writing, that Owner 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 Attachee and its contractors before Attachee and its contractors are permitted to proceed with any work. In the absence of any request by the Attachee and its contractors to the Owner, it shall be conclusively presumed that the place where the work is performed is a safe place to work without the de-energization of conductors or other equipment, and without making any changes whatsoever at the job site.

ARTICLE X-OWNERSHIP AND ASSIGNMENT

Section 10.1 Assignment

The Attachee shall not assign, transfer, or sublet the privileges hereby granted without the prior consent in writing of the Owner, and which consent shall not be unreasonably withheld. A new Exhibit "C" containing a current attachment count will be required at such time.

Section 10.2 Extended Assignment

Subject to the provisions of *Section 10.1* under this heading, the Agreement shall be extended to and bind to heirs, successors, and assigns to the parties hereto.

Section 10.3 No Ownership Right Created

No use of Owner's poles under this Agreement shall create or vest in Attachee any ownership or property rights in Owner's poles or any ownership, property, or other right to use Owner's poles except in accordance with the terms and conditions of this Agreement. Attachee's rights herein shall be and remain limited to attaching its communications facilities to Owner's poles in strict accordance with the terms and conditions of this Agreement. Nothing herein contained shall be construed to compel Owner to maintain in operation any of Owner's poles for a period longer than demanded by its own service requirements.

ARTICLE XI-BONDING TO ELECTRIC UTILITY 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 Owner attached vertically to the pole and extended from Owner's multi-grounded neutral (defined below) through Attachee'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 Owner's conductor which is bonded to all "vertical ground wires."

11.1.3 "Bonding wire" shall mean a number 6 AWG copper wire conductor used for connecting equipment of Attachee and Owner to the "vertical ground wire."

Section 11.2 Installation of Bonding Wire

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

Section 11.3 Absolute Grounding Requirement

Under no condition may Owner's vertical ground wire be broken, cut, disconnected, severed, removed, unbonded, or damaged. If Owner's vertical ground wire is broken, cut, disconnected, severed, removed, unbonded, or damaged, no work shall be allowed on Owner's poles until Owner is notified, in writing, and the condition is corrected. Attachee and its contractors shall assure that Attachee's facilities constantly remain properly grounded, either to

Owner's vertical ground wire or through the use of jumper cable or temporary grounds until such permanent ground is affixed.

Section 11.4 Additional Bonding Precautions

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

Section 11.5 Attachee's Duty to Warn

It shall be the responsibility of Attachee and its contractors to warn and instruct its personnel working on Owner's poles of the requirement of bonding its wires to "vertical ground wire", and the dangers associated with ungrounded and unbonded facilities, and to furnish adequate protective equipment to protect its personnel from bodily harm during work on its communications facilities. The Owner assumes no responsibility for warning, instructing, for furnishing equipment to, or for the training or job qualifications of Attachee and its contractors or their personnel, including supervisors or employees working on Owner's poles.

ARTICLE XII-MISCELLANEOUS PROVISIONS

Section 12.1 Jurisdiction

This agreement and the rights of the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Venue for any interpretation or enforcement of this Agreement shall be in Marion County, Florida.

Section 12.2 Attorney's Fees

If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

Section 12.3 Jury Waiver

In any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an

original counterpart or a copy of this agreement with any court, as written evidence of the consent of the parties hereto of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.

Section 12.4 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 12.5 Changes to Exhibits

Owner and Attachee may agree to non-substantive changes to the Exhibits to this Agreement in order to make them more usable or clearer without necessity of formally amending this Agreement.

Section 12.6 Existing Attachments

In the event that this Agreement is applicable to Attachee owned attachments previously made to Owner's poles by Attachee or its predecessors and said existing attachments will continue to be used by Attachee in its operation, Attachee shall furnish to Owner new current attachment count on the form attached hereto as Exhibit "C."

Section 12.7 Prior Agreements Superseded

This Agreement shall supersede and terminate any existing attachment agreement between the parties, except that any breach thereof by either party, which would entitle that party to money damages, shall remain actionable.

Section 12.8 Rights of Other Parties

Nothing herein contained shall be construed to confer on Attachee an exclusive right to make attachments to Owner's poles, or confer any rights to any third party not specifically identified herein by name.

Section 12.9 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 12.10 Use of System

Attachee will not, without prior written consent of pole Owner, use any of its Communication Facilities attached to Owner's poles for any purpose other than that provided for in this Agreement. Whenever, in reasonable judgement of Owner, the Attachee has used its Communication Facilities for any purpose not authorized herein, Owner shall forthwith notify Attachee in writing. Upon receipt of such notice, Attachee shall, within sixty (60) days after receipt of such notice, cease such use complained of in the notice or establish to Owner's

reasonable satisfaction that such use is in fact authorized under this Agreement. Failure to do so or repeated unauthorized use shall constitute a default of Attachee's obligations and notwithstanding any other provision of this Agreement, Owner may at its option forthwith terminate this Agreement.

Section 12.11 Permits

Attachee assumes all responsibility for applicable permit(s), their requirements and conditions, including specifications. Attachee assumes responsibility for licensing fees and any fines or penalties resulting from the failure or a representative's failure to comply with this section. To the extent required or permitted by law, all licensing fees are applicable to the Attachee.

Section 12.12 Proper License

To the extent required by law, Attachee and each of its contractors, subcontractors, agents, or authorized representatives must be licensed to perform their service in the area covered by this Agreement. All contractors or subcontractors of Attachee must be properly licensed under all applicable federal, state, and local laws and regulations. Attachee shall be responsible for all acts or omissions of any such contractor or subcontractor in the construction, installation, maintenance, or operation of Attachee's facilities.

Section 12.13 Amendments to Agreement

Amendments to this Agreement, which may appear advisable to the parties hereto, shall be effected by supplemental Agreements in writing, which upon execution of the City Council President of the City of Ocala and an authorized corporate officer for the Attachee, shall thereupon become part of this Agreement.

Section 12.14 Private Property

Attachee shall be subject to all laws, ordinances, or regulations regarding private property in the course of constructing, installing, operating, or maintaining their Communication Facilities. Attachee, at its sole cost and expense, shall promptly repair or replace all private property, both real and personal, damaged or destroyed as a result of the construction, installation, operation, or maintenance of their Communication Facilities.

Section 12.15 Vegetation

Subject to any applicable ordinances or regulations, and as approved in writing by Owner, The Attachee may trim trees or other vegetation to prevent branches, leaves, or roots from touching or otherwise interfering with its Communications Facilities.

Section 12.16 Raising or Lowering Wires

Attachee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any person, including, without limitation, a person holding a building moving permit issued by county, state, and local government agencies. The expense of such raising or lowering

shall be paid by the person requesting the same, and Attachee shall have the authority to require such payments in advance. This provision shall not apply to requests by Owner for its own purposes.

Section 12.17 Accuracy of Maps

Owner and Attachee does not guarantee the accuracy of any maps showing the horizontal or vertical location of its existing structures.

Section 12.18 Notice Prior to Construction

Attachee shall give appropriate notice to Owner of proposed construction, excavation, laying, or stringing on poles, but in no event shall such notice be given less than three (3) normal working days before such commencement. Drop poles, to which the Attachee makes attachments pursuant to Section 3.1, are not subject to notification of the Owner,.

Section 12.19 Entire Agreement

This Agreement and any exhibits or amendments which may be attached hereto from time to time, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and may be modified only by a writing executed by both Owner and Attachee.

Section 12.20 Severability

Should any section or provision of this Agreement or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof; except that, Owner may elect to declare that the entire Agreement is invalidated if the portion declared invalid is, in the sole judgment of Owner, an essential part of this Agreement.

Section 12.21 Notice

In addition to notices provided under Section 8.3, any notice required to be given or made in connection with this Agreement shall be in writing and shall be deemed properly or sufficiently given or made: (a) by certified or registered mail, express mail or other overnight delivery service with proper postage or other charges prepaid; or (b) by electronic transmission (email). Notice shall be addressed or directed to the respective representative of the Parties below, or by any other method mutually agreed upon in writing by the Parties.

To OEU:

Ocala Electric Utility
Attn: Electric Engineering Manager
1805 NE 30th Avenue Bldg. 400
Ocala FL 34470-4875
Email: oeujointuse@ocalafl.gov

To Bellsouth Telecommunications LLC d/b/a AT&T Florida:

Attn: J. D. Ryals
6915 Pine Forest Road
Pensacola, FL 32536

Email: jr5697@att.com and g13922@att.com

Each party shall have the right to change its mail or email address at any time, and from time to time, by giving written notice thereof to all other parties.

Section 12.22 Use of a Third-Party Contractor by Owner

The Owner, at its sole discretion, may engage a qualified third-party contractor to act on its behalf to perform services contemplated in this Agreement, including, but not limited to, pre- and post-attachment inspections, permit application review, and make-ready engineering and construction management.

Attachee shall be responsible for the direct payment to the third-party contractor of all reasonable fees, costs, and expenses for such work. This direct payment arrangement shall not create a contractual relationship between Attachee and the third-party contractor, who at all times acts solely on behalf of and at the direction of the Owner. The rights and obligations set forth in this Section shall apply to and supplement any other relevant provisions of this Agreement governing such activities.

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 Ocala, D/B/A
Ocala Electric Utility

Bellsouth Telecommunications LLC

By: _____
Kristen Dreyer
President, Ocala City Council

By: _____
Annalisa Nosie
Director-Network ACE

Attest: _____
Angel B. Jacobs
City Clerk

Witness

Date: _____

Witness

Approved as to form and legality:

William E. Sexton
City Attorney

POLE ATTACHMENT AGREEMENT
Application and Permit
Exhibit "A"

Company Name _____ Date: _____

In accordance with the terms and conditions of the existing Attachment Agreement, application is hereby made for permit to make attachments to Ocala Electric Utility' poles for installation of communications facilities as indicated on the attached construction detail drawing/s-number/s . Certified copies of approved construction permits, as may be required by local governmental authority for the facilities indicated on the drawing/s, are attached also. Construction work as provided for under this "Application and Permit," shall commence within sixty (60) days and be completed within one hundred twenty (120) days of the approval date of this application and permit as set forth below, otherwise this application and permit shall become null and void.

By _____
Title _____
Phone number _____

Attachee's Internal Permit Number _____ (Attach drawing)

Address of Project _____

Project Name / Description _____

...(To Be Completed By City of Ocala Electric Utility – Estimate or Denial).....

Total Previous Attachments _____

Attachments This Permit _____

New Total Attachments _____

Permit will be granted, subject to your approval of the following changes and rearrangements at an estimated cost to you of \$ _____, payable in advance.

Permit denied under Section 2.1 _____ day of _____, _____.
day month year

...(To Be Completed By Attachee – Estimate Approval Section).....

The above changes and rearrangements approved _____ day of _____,
day month

_____ and advance payment therefore enclosed.
year

By _____ (Attachee Name & Signature)
Title _____

...(To Be Completed By City of Ocala Electric Utility – Permit Approval).....

Permit approved _____ day of _____, _____ By _____
day month year

Title _____

OEU work ticket (permit) number _____

Total Previous Attachments _____

Attachments This Permit _____

New Total Attachments _____

(Continuation of Exhibit "A")

[illegible]

Cable to Install: ☐ Coaxial ☐ Fiber Optic Cable Size: _____ Cable Weight: _____
 Messenger size: _____ Messenger Tension: _____

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

Attachments requested: _____

Distribution Poles: _____

Transmission Poles: _____.

POLE ATTACHMENT AGREEMENT
Notification of Removal
Exhibit "B"

Company Name _____ Date: _____

By _____

Title _____

Phone number _____

In accordance with the terms and conditions of the existing Attachment Agreement, remove from your records the following attachment(s) from Ocala Electric Utility's poles listed below:

Location: _____ (Attach drawing)

Total poles discontinued this notice _____

Total poles vacated to date _____

Pole number	Pole Location (Address)	Permit number (if known)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

...(To Be Completed By City of Ocala Electric Utility).....

Notice Acknowledged:

Date: _____

By _____

Title _____

OEU work ticket (Removal Verification) number _____

Total poles discontinued this notice _____

Total poles vacated to date _____

POLE ATTACHMENT AGREEMENT
Ocala Utility Services
Attachment Count

Exhibit "C"

Submitted by: _____ Date: _____

Name: _____

Address : _____

Phone: _____

Subject: Pole Attachments Quarter _____ Year _____

We have added _____ attachments to poles during this reporting period. The permit numbers and attachment counts are:

We have removed _____ attachments from poles during this reporting period. The permit numbers and attachments counts are:

Total previous attachments _____

Net attachments this quarter _____

Rental credits (total) (- _____)

New total attachments _____

This brings our total attachments to _____, subject to your agreement.

If you have any questions, please call.