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RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Master Pole Attachment License Agreement between the City of Florence and Alabama Fiber Utility, Inc., is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor is hereby authorized to execute said Agreement on behalf of the City of Florence.

ADOPTED this _____ day of _____, 2025.

CITY COUNCIL

APPROVED this _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2025.

CITY CLERK - TREASURER

MASTER POLE ATTACHMENT LICENSE AGREEMENT

THIS POLE ATTACHMENT LICENSE AGREEMENT (“Agreement”), made effective this ____ day of _____, 20____, by and between The City of Florence, Alabama, for and on behalf of itself and any of its divisions, departments, and affiliated entities now in existence or created during the term of this or any successor agreement (“Licensor”), and Fiber Utility Network, Inc. dba Alabama Fiber Network, Inc. (“Licensee”) (together, the “Parties”).

WITNESSETH

WHEREAS, Licensee has erected, attached, installed, maintained, or operated, or proposes to erect, attach, install, maintain, or operate aerial cables, wires, wireline/wireless communications equipment, or associated appliances (“Attachments”) within the Licensor’s electric service area to poles and anchors owned by Licensor (“Poles”); and

WHEREAS, Licensor is willing to grant a license to Licensee, to the extent it may lawfully do so, to permit the erection, attachment, installation, maintenance, and operation of Licensee’s Attachments to Licensor’s Poles where reasonably available and where, in Licensor’s sole judgment, such use will not interfere with Licensor’s own service requirements, including considerations of economy and safety;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

1. **Agreement Documents**. This Agreement, along with the attached Exhibits, constitutes the entire agreement between the Parties. The Exhibits include Exhibit A (Schedule of Fees, Rents, and Charges), Exhibit B (Wireline Pole Attachment Standards), Exhibit C (Wireless/Small Cell Pole Attachment Standards), and Exhibit D (Notice of Removal of Attachments). Licensor reserves the right to update and revise the Exhibits as necessary and may email to Licensee or post on Licensor’s website the new versions. Where a conflict between any of these Exhibits and this Agreement exists, the Exhibits shall prevail.
2. **Issuance of License**. In accordance with this Agreement, the Licensor will issue to Licensee, for any lawful purpose, a non-exclusive license to make applications for permits authorizing the placing of Attachments on Licensor’s Poles at Licensee’s own expense, as described in Licensee’s Attachment Permit Application (“License”). All such Licenses shall be revocable in accordance with this Agreement. The Licensee’s rights shall at all times be subject to any joint-use arrangement between Licensor and any other party regarding use of the Poles. Nothing in this Agreement shall be construed to compel Licensor to erect, attach, install, or maintain any Attachment, grant any License for any Attachment, or maintain any Pole for a period longer than demanded by its own service requirements.
3. **Attachment Permit Application**. Unless otherwise excepted in this Agreement, before making any Attachment or modifying a previously-approved Attachment on Licensor’s Poles, Licensee shall submit and receive Licensee’s approval of an Attachment Permit Application in accordance with the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable, including all required information and documentation. All attachment permits shall be revocable in accordance with this

Agreement.

- 3.1. Licensee understands that work may be required by Licensor to accommodate the requested Attachments on Licensor's Poles ("Make-Ready Work"). Licensee understands that it is responsible for the costs of such Make-Ready Work as set forth in the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable.
 - 3.1.1. For Make-Ready Work done by Licensor, the Licensor will notify the Licensee of the Make-Ready cost estimate and the Licensee shall agree to pay the true cost of all Make-Ready Work prior to any Attachment being made. The cost estimate shall be paid by the Licensee prior to the Make-Ready Work being performed.
 - 3.1.2. Once the Make-Ready Work is complete, a true cost accounting will be obtained for the Make-Ready Work. Where the true cost of the Make-Ready Work is less than the cost estimate, a refund shall be made to the Licensee. Where the true cost of the Make-Ready Work is more than the cost estimate, a bill shall be sent to the Licensee within thirty (30) days of completion of the Make-Ready Work and the Attachment shall not be installed until that bill is paid.
 - 3.1.3. Licensor, at its sole discretion, will determine when a pole loading analysis or other engineering review is required for the attachment permit to be approved in accordance with the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable.
 - 3.1.4. Licensee understands that Make-Ready Work to be completed pursuant to this Agreement shall be addressed, if appropriate, in accordance with procedures established by Licensor as to priority and order of work to be performed. Licensor shall determine whether to undertake the Make-Ready Work and in what sequence the Make-Ready Work is to be performed in accordance with the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable.
- 3.2. Licensee understands that it may be necessary for other attachers to undertake Make-Ready Work to relocate their Attachments for the attachment permit to be approved. If it is necessary for other attachers to relocate their Attachments for the attachment permit to be approved, Licensor shall provide Licensee contact information for the other attachers. Licensee understands that it is responsible for requesting, coordinating, and entering into any agreements with those third parties and paying any associated costs to have such Make-Ready Work performed.
- 3.3. Licensee understands that inaccurate or incomplete Attachment Permit Application data may result in delays, requirements to re-initiate the attachment permit process, or suspension or termination of application permits.
- 3.4. All fees and other charges arising as part of the Attachment Permit Application

process must be paid before an attachment permit will be issued by Licensor.

- 3.5. Licensee understands that Licensor reserves the right to deny any Attachment Permit Application when the Licensor determines, in its reasonable judgment, that the requested Attachment is not possible due to insufficient capacity, considerations of safety, reliability, or generally applicable engineering considerations, or for other reasons as set forth in the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable.
- 3.6. Should Licensor deny an Attachment Permit Application, Licensor will notify the Licensee in writing of its decision, providing the basis for such denial. The Licensee will have the opportunity to cure the deficiencies in the Attachment Permit Application identified by the Licensor and resubmit the Attachment Permit Application; provided that Licensor is under no obligation to approve any amended Attachment Permit Application.
- 3.7. Any Attachments to Licensor's Poles made without issuance of an attachment permit from Licensor are subject to immediate removal.
- 3.8. Notwithstanding anything to the contrary in this Agreement, Licensee's Attachments to Licensor's Poles made prior to the date of this Agreement shall not require an Attachment Permit Application and shall be deemed authorized; provided that the existing Attachments meet the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable, and the requirements of the National Electrical Safety Code ("NESC") at the time the existing Attachments were made.
- 3.9. Notwithstanding anything to the contrary in this Agreement, service drops installed by Licensee after the permitted attachments have been made only require a separate application and permit if the service drops are attached to a pole for which Licensee does not have a permit. In the event Licensee desires to attach a service drop to such a pole, the Licensee must apply for a permit to attach the service drop to the pole. If the permit is issued by Licensor, then the service drop can be attached to the pole and the pole will be added to Licensee's pole count. Licensor reserves the right to waive the application fee for the permit. The service drop must meet code clearance or Make-Ready charges will apply.
4. **No Property Rights**. No License, Attachment Permit Application, use of Licensor's Poles, or any payment of fees, rents, or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in Licensor's Poles or Attachments. Licensee's rights shall be and remain a mere license and in no event shall any of Licensee's Attachments become a fixture to any real property.
5. **Regulatory Compliance; Licensee's Authority**. Licensee acknowledges that the License does not eliminate requirements imposed by any local, state, or federal agencies that may have legal jurisdiction over the Licensee or Attachments.
 - 5.1. Licensee shall not make any Attachment, modify an existing Attachment, or otherwise operate under this Agreement without first obtaining all necessary easements, permits,

licenses, or approvals to access Poles and do work, including, but not limited to, a local business license and franchise agreement.

- 5.2. Licensee shall, upon request, submit to Licensor written evidence, satisfactory to Licensor, of its authority to erect, attach, install, maintain, or operate its Attachments within public streets, highways, and other thoroughfares, including but not limited to any necessary easements, permits, licenses, or approvals from local, state, and federal authorities, the Tennessee Valley Authority ("TVA"), or property owners.
- 5.3. Any permitted antennas on Licensee's Attachments must only transmit or receive on frequencies licensed by the Federal Communications Commission and Licensee shall provide written notice to Licensor of any change in its licensed frequencies for its Attachments.
- 5.4. In making or modifying its Attachments, Licensee shall make every effort to be consistent with existing structures and aesthetics, in harmony with the surroundings, and as unobtrusive as possible in color, size, and form.
- 5.5. At no time shall a modification of a permitted Attachment result in a change in the appearance, size, shape, or weight from the originally permitted Attachment by the Licensee without Licensor's prior approval.
- 5.6. Licensee shall defend, indemnify, and reimburse Licensor for all loss and expense (including reasonable attorneys' fees, court costs, consultants' fees, and expert witness fees) which Licensor may incur as a result of claims from governmental bodies, owners of property, or others that Licensee does not have a sufficient right or authority for erecting, attaching, installing, maintaining, or operating Licensee's Attachments on Licensor's Poles.
- 5.7. The Parties shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable local, state, and federal laws which in any manner affect the rights and obligations of the Parties under this Agreement, so long as such laws remain in effect. The burden of proof shall at all times be on the Licensee to establish compliance with the requirements set forth in this Agreement and all applicable laws.
6. **Fees, Rents, and Charges.** Licensee shall pay to Licensor the fees, rents, and charges specified in and in accordance with the terms and conditions of Exhibit A (Schedule of Fees, Rents, and Charges). Payment of fees, rents, and charges authorized under this Agreement shall be due within forty-five (45) days of the date Licensor invoices Licensee. Subject to the cure provisions set forth herein, nonpayment of any undisputed amount when due under this Agreement shall be subject to late charges and constitute a default of this Agreement.
7. **Term.** The initial term of the Agreement shall be for five (5) years from the date of execution (the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement. This Agreement shall automatically renew for additional one (1) year terms at the end of the Initial Term, and each renewal term thereafter, unless the terminating Party provides the other Party with at least six (6) months' prior written notice, except as otherwise

mutually agreed to in writing between the Parties. At the expiration of the term of this Agreement, Licensee, at its own expense, shall have six (6) months to remove all of Licensee's Attachments from the Licensor's Poles. All Attachments not removed within six (6) months of the expiration of the term of this Agreement shall, at Licensor's sole option, become the property of Licensor or be removed by Licensor without liability at Licensee's sole expense. Licensee shall maintain all required insurance under Section 22 (Insurance) of this Agreement until its Attachments are removed from Licensor's Poles and all Licensee accounts are paid in full.

8. **Inventory of Attachments.** At Licensor's sole discretion, and at intervals no less than five (5) years, an inventory of Attachments shall be made by representatives of the Parties or by a third party. Licensor shall have an opportunity to participate in such inventory and Licensor shall provide at least ninety (90) days' advance written notice to Licensee of any such inventory.
 - 8.1. In the event that Licensor elects to perform the inventory with a third party, each attacher on Licensor's Poles shall pay its proportionate share of the inventory costs, such costs to be allocated among the attachers based on the number of Attachments attributed to each attacher in the inventory.
 - 8.2. In the event that the Licensor elects to perform the inventory itself with representatives of the attachers on Licensor's Poles, and Licensee elects not to participate in the actual inventory, Licensee shall so notify Licensor in writing, and it shall, prior to the inventory's scheduled beginning date, provide a written statement of its intent to accept the inventory results as determined by the Licensor. Whether or not Licensee gives such written notice to Licensor, Licensee shall, on receipt of invoice, reimburse Licensor for its proportional cost of the inventory, including without limitation applicable taxes and overhead, and Licensee shall in any event abide by the inventory results determined by Licensor.
 - 8.3. As an alternative to performance of a physical inventory as specified in this Section, the Parties may, upon the written agreement, determine the number of Attachments from existing maps and/or records, provided that such maps or records exist and provided that each Party agrees that results with reasonable accuracy can be achieved. If the Parties agree to this alternative method, any maps or records belonging to one of the Parties and utilized to count Attachments shall be made accessible to the other Party and the number of Attachments shall be determined through a mutual and cooperative effort of both Parties. Provided that the Parties agree to a specific number of Attachments, the Parties shall acknowledge and agree in writing thereto, and the billing for Attachment fees, rents, or charges hereunder shall thereafter be based upon such mutually-agreed count and the Parties shall treat such count the same as a physical inventory for the purpose of determining fees, rents, and charges due for any unauthorized Attachments. If the Parties are unable to agree upon an Attachment count utilizing this method within ninety (90) days of the execution of their written agreement to utilize it, Licensor shall have the right to conduct a physical inventory as set forth this Section.

- 8.4. If any Licensee Attachment is identified under this Section for which no License is outstanding or for which any Attachment fee, rent, or charge otherwise is owed to Licensor, the Licensor may, without prejudice to its other rights or remedies under this Agreement or otherwise, require Licensee to: (a) immediately pay all outstanding fees, rents, or charges for such Attachment as invoiced by Licensor and (b) apply for a License and submit an Attachment Permit Application for such Attachment within (30) days of written notice of such unauthorized use. If Licensee fails to make such payment, application, or submission within the notice period, the unauthorized Attachment shall, at Licensor's sole option, become the property of Licensor or be removed by Licensor without liability at Licensee's sole expense.
- 8.5. For the purpose of determining any retroactive fees, rents, or charges for an unauthorized Attachment, in the absence of satisfactory evidence to the contrary, the unauthorized Attachments shall be treated as having existed since: (a) the effective date of this Agreement; (b) the prior Attachment inventory performed under this Section; or (c) a period of five (5) years, whichever period is shortest.
- 8.6. No act or failure to act by Licensor with regard to fees, rents, or charges for unauthorized Attachments shall be deemed as a ratification or a licensing of the unauthorized use and, if any License should subsequently be issued for a previously-unauthorized Attachment, said License shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.
9. **National Joint Use Notification System**. The National Joint Utilities Notification System ("NJUNS") will be used to notify Licensee and other attachers of any need to rearrange or relocate their Attachments on Licensor's Poles in accordance with this Agreement. NJUNS keeps track of each ticket that is completed by each attacher and sends a notification to the next attacher that is required to rearrange or relocate their Attachment.
- 9.1. Licensee agrees to obtain an NJUNS code, actively monitor and manage its NJUNS account, rearrange and relocate its Attachments, and mark NJUNS tickets complete in accordance with the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable. For the purposes of this Agreement, any work being managed with NJUNS will be considered incomplete until the NJUNS ticket is completed in the system, regardless of whether the work is physically completed in the field.
- 9.2. Should Licensee fail to comply with its NJUNS obligations under this Section and such failure causes Licensor to incur expense or liability to others, Licensee shall reimburse Licensor for its expense and indemnify and hold harmless Licensor from any damages or liability arising out of such failure. Licensee's failure to properly relocate facilities under this Section may result in termination of this Agreement and any associated Licenses.
10. **Maintenance of Attachments**. Licensee shall, at its own expense, make and maintain its Attachments in a safe condition and in thorough repair, and in a manner reasonably

acceptable to Licensor under this Agreement, and so as not to conflict with the use of the Poles by Licensor or by other authorized Pole users, or interfere with other facilities thereon or which may from time to time be placed thereon.

- 10.1. Licensee shall at all times make and maintain its Attachments in accordance with the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable, and any local, state, or federal law or private property easement governing Licensee's use of the Poles.
- 10.2. Licensor may provide Licensee with notice that Licensee's Attachments are not authorized by the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable, or any local, state, or federal law or private property easement. In the event Licensee fails to correct such non-compliance within thirty (30) days of receiving written notice, Licensor may terminate the License, remove the non-compliant Attachments without liability, or perform the necessary corrections to the Attachments and invoice the Licensee for actual costs, including Licensor's customary overhead expense. Licensee may request and be given additional time to correct the deficiencies identified by the Licensor in the written notice of non-compliance; provided that Licensee must submit such request in writing to Licensor within thirty (30) days of receiving notice of non-compliance.
- 10.3. Licensee shall be solely responsible for clearing any trees, limbs, and/or vegetation or like matter which interferes with Licensee's assigned space on a Pole.
- 10.4. Without limitation or waiver of any other rights that Licensor may have under applicable law, the obligations (but not the rights) of Licensee under this Agreement shall apply to any unauthorized Attachment or other unauthorized use of Licensor's Poles or other property, as if such use were an authorized Attachment.
- 10.5. No refund of any Attachment fee, rent, or charge will be paid on account of any License termination in accordance with this Section.

11. **Abandonment of Attachments.**

- 11.1. If the Licensee desires to abandon any Attachment on a Pole, it shall give the Licensor notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such Attachment. If the Licensee has not removed such Attachment from the Pole within thirty (30) days of providing notice, the Attachment shall, at Licensor's sole option, become the property of Licensor, be removed by Licensor without liability at Licensee's sole expense, or be abandoned to a third party pursuant to a License or joint-use agreement.
- 11.2. If the Licensor identifies an Attachment on Licensor's Poles as abandoned during the inventory process specified in Section 8 (Inventory of Attachments) or otherwise, it will provide written notice of the apparent abandonment to Licensee. Licensee shall have thirty (30) days to respond to such notice, providing evidence sufficient to Licensor that the identified Attachment is not abandoned. If Licensee fails to respond to Licensor's notice or fails to provide the required evidence within the notice period,

the Attachment shall, at Licensor's sole option, become the property of Licensor, be removed by Licensor without liability at Licensee's sole expense, or be abandoned to a third party pursuant to a License or joint-use agreement.

- 11.3. In the event of an abandonment of an Attachment by Licensee, Licensee shall hold harmless and indemnify Licensor from all obligation, liability, damage, cost, expense, or charge incurred after and as a result such abandonment (including reasonable attorneys' fees, court costs, consultants' fees, and expert witness fees) until such Attachment is removed or becomes the property of another party.
12. **Inspection of Attachments.** Licensor reserves the right to inspect Licensee's Attachments on its Poles at its discretion. Licensor shall provide at least sixty (60) days' advance written notice of such inspections and an opportunity to participate in such inspections to Licensee.
 - 12.1. When an inspection identifies an unauthorized Attachment or non-compliance with the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable, or the terms of conditions of this Agreement, Licensor shall provide written notice to Licensee. Licensee shall, within thirty (30) days of being notified, correct such non-compliance or shall submit an Attachment Permit Application for the identified Attachment as specified in this Agreement. The making of inspections or the failure to do so by Licensor shall not operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement for unauthorized Attachments or other non-compliance.
 - 12.2. The inspection provided for in this Section shall be separate from and in addition to any periodic safety inspections or other Pole reviews conducted pursuant to the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable, or local, state, or federal law.
13. **Marking of Attachments.** Licensee shall mark or tag its Attachments in accordance with the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable, and shall maintain marks and tags in readable condition. Missing, faded, or illegible markings or tags should be replaced as soon as possible. New Attachments shall be marked or tagged at the time they are placed on a Pole. Any pre-existing Attachments shall be marked or tagged in accordance with the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable, within one (1) year of the date of this Agreement, unless otherwise mutually agreed upon by the Parties. Failure of Licensee to properly mark or tag its Attachments in accordance with this Section shall be a default of this Agreement.
14. **Attachment Specifications; No Conflict.** Licensee shall, at its own expense erect, attach, install, maintain, and operate its Attachments in a manner suitable to Licensor in its sole discretion and in accordance with specifications set forth in the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable.
 - 14.1. Licensee shall exercise its best efforts to avoid damage to Licensor's Poles and other property, and the facilities and authorized Attachments of other parties.

- 14.2. Licensee's Attachments shall not conflict with the permitted use of the Poles by Licensor or other parties. Licensee shall not be responsible for conflicts arising from unauthorized attachments made by other parties.
- 14.3. Licensee's Attachments shall not extend outside the Licensee's assigned space on Licensor's Poles.
- 14.4. In the event of a conflict between Licensee's use and the use of a Pole by the Licensor or another party, the Licensor shall have the right to resolve the conflict in its sole discretion.
- 14.5. Licensee's wireless Attachments shall be operated in such a manner which will not cause interference to any existing or future Licensor facility, or governmental public safety facilities or operations, or the facilities or operations of other parties. Any such interference caused by Licensee's wireless Attachments shall be remediated at Licensee's sole expense.
- 14.6. Unless different standards are specified herein or are made applicable by any governmental or regulatory authority, the provisions of the NESC in effect at the time the Attachment is made shall apply to the Attachment. Any changes or amendments to the NESC or the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable, shall apply on a going-forward basis only, unless specifically required otherwise by a governmental authority or issues of safety or reliability. However, whenever Licensee rearranges or modifies its existing Attachments or makes new Attachments on Licensor's Poles, it shall make all necessary modifications to both existing and new Attachments to comply with the NESC, the Wireline Pole Attachment Standards or Wireless/Small Cell Attachment Standards, as applicable, or this Agreement.
- 14.7. Failure to comply with the Attachment specifications of this Section shall, subject to the cure provisions set forth in this Agreement, constitute a default of this Agreement.
15. **Relocation or Replacement of Poles.** Licensee acknowledges that it is sometimes necessary for the Licensor to relocate or replace existing Poles to which the Licensee may be attached. Should the Licensor move or replace a Pole, it will give notice via NJUNS, once the Pole is moved or replaced, to the Licensee that Licensee's Attachments are required to be relocated.
 - 15.1. Licensee agrees to relocate its Attachments after receiving the NJUNS relocation notice in accordance with the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable. Should Licensee fail to complete the relocation of its Attachments as required, it shall be responsible for the costs of completing such work in accordance with the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable.
 - 15.2. In the event that any relocation of Licensee's Attachments, in Licensor's sole discretion, pose a safety risk, Licensor may immediately transfer the Attachments and notify Licensee. Licensee shall be responsible for the costs of such transfers and any related work based on Licensor's actual costs, plus Licensor's customary

overhead expenses.

- 15.3. Licensee is responsible for monitoring and updating NJUNS tickets. NJUNS tickets not completed within the timeframes established by the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable, will be assumed to be an incomplete transfer and may result in administrative fees to cover Licensor's investigation of that ticket. If Licensee is unable to manage the NJUNS tickets in the required amount of time, and upon written request to Licensor by Licensee, Licensor and Licensee may mutually agree upon a written remediation plan.
- 15.4. The Licensee shall not use the relocation process to significantly modify its Attachments to Poles without Licensor's prior approval.
- 15.5. In no event are the Attachment relocation deadlines in this Section meant to take precedence over a shorter deadline required by a third party's project or government entity's requirement. In the event a project is planned by a third party or government entity, the project may not allow for the advanced notice called out in this Section. Licensee is responsible for meeting any deadlines set by the third party or government entity.

16. **Overhead to Underground Relocation Projects.**

- 16.1. Licensee acknowledges that it is sometimes necessary for the Licensor to move electric distribution lines from overhead to underground. Licensee agrees to relocate or reroute its Attachments within ninety (90) days or within a mutually agreed upon timeframe of receiving notice through NJUNS that Licensor has removed its facilities from the Poles. Licensee will restore the public rights-of-way to a condition substantially similar to that which existed immediately prior to Licensee's entry and use, reasonable wear and tear excepted. Should the Licensee not complete the relocation or rerouting of its Attachments before ninety (90) days or before a mutually agreed upon timeframe, the Attachments shall, at Licensor's sole option, become the property of Licensor or be removed by Licensor without liability at Licensee's sole expense, including the Licensor's customary overhead expenses.
- 16.2. Licensee acknowledges that relocation of utilities often is driven by governmental or other third-party sources, which may impose more stringent deadlines than established in this Agreement. Licensee will be solely responsible for any additional costs caused by Licensee not meeting external deadlines, even if the Attachments are moved within ninety (90) days of receiving notice from Licensor.
- 16.3. In no event are the deadlines in this Section meant to take precedence over a shorter deadline required by a third party's project or government entity's requirement. In the event a project is planned by a third party or government entity, the project may not allow for the advanced notice called out in this Section. Licensee is responsible for meeting any deadlines set by the third party or government entity.

17. **Responsibilities Associated with Licensee's Work on Licensor's Poles.**

- 17.1. With respect to the installation and maintenance of its Attachments or other work undertaken by Licensee pursuant to this Agreement, Licensee shall be solely responsible for ensuring that all work is performed in accordance with the requirements of: (a) this Agreement; (b) the NESC; (c) the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable; and (d) any other applicable laws. Licensor shall not exercise any control over the manner in which such work is performed. Licensee shall not cause or permit any person, other than a qualified and authorized worker who knows and appreciates the character of electricity and the danger of working in proximity to wires and other electric distribution facilities which are or may be energized with electricity at the various voltages used in supplying electricity for public use, to climb any Pole, or to work upon any of Licensee's Attachments to any Pole, equipment, or facility owned or controlled by Licensor; and, as to any such person as may be authorized or permitted by Licensee to climb any such Pole or to perform any such work, it shall not be Licensor's responsibility to warn him of the danger involved in working or being close to Licensor's wires and facilities, nor to provide supervision over the work being done by such person at any time. Before any person performs any work for Licensee on or near any Poles, equipment, or facilities owned or occupied by Licensor, Licensee must adequately warn such person of the dangers inherent in making contact with the electrical conductors of Licensor and of failing to maintain the distance from such conductors required by the NESC and any applicable laws. It is the responsibility of the Licensee to ensure that all employees, contractors, and subcontractors used are qualified to work on Poles or near Licensor electrical lines and that they exercise caution and take all reasonable precautions when working on/or near Poles or near high voltage lines. It is also the responsibility of the Licensee that all employees, contractors, and subcontractors place all required signage and barricading required by all applicable laws to make the work area safe for both the workers and general public. Licensor shall take no responsibility for failure to do this. **IN NO EVENT SHALL A LICENSEE REPRESENTATIVE CLIMB OR WORK ABOVE THE COMMUNICATION SPACE ON THE POLE.**
- 17.2. Prior to its employees or contractors climbing or performing other work on any of Licensor's Poles, Licensee shall determine for itself whether such Pole is safe to climb or safe for the performance of other work on or near the Pole. Licensor or its contractor may from time to time inspect Poles to which Licensee is attached in accordance with Section 12 (Inspection of Attachments) or otherwise, and may place tags or other markings on such Poles indicating the condition of the Pole or whether the Pole is safe to climb. **LICENSEE SHALL INFORM ITS EMPLOYEES AND CONTRACTORS OF THE MEANING OF SUCH TAGS OR OTHER MARKINGS.** Licensor's election to inspect any Pole is not, and shall not be construed as, the assumption or undertaking of any duty, responsibility, or liability on Licensor's part with respect to Licensee or its Attachments that is not expressly set forth in this Agreement. The placement of an inspection tag or other marking, or lack thereof, on a Pole shall not relieve Licensee of its responsibility to determine for itself whether any particular Pole is safe for climbing or other work.

- 17.3. Licensor reserves the right to approve or disapprove any contractor or subcontractor selected to perform work on or around Licensor's Poles and facilities.
18. **Report of Damage.** Licensee shall exercise special precautions to avoid damage to the Licensor's Poles and other property and of others supported on Licensor's Poles and hereby assumes all responsibility for any and all loss caused by such damage. Licensee shall make an immediate report to Licensor of any damage to Licensor's Poles or surrounding property. In the event Licensee damages the Licensor's Poles and other property or of others supported on Licensor's Poles, Licensee shall repair (or reimburse the Licensor for its reasonable costs to repair) such damage.
19. **Environmental.** Licensee shall be fully and solely responsible for environmental contamination caused by its Attachments, contractors, agents, or employees, and Licensee will undertake the environmental assessments required by local, state, and federal law applicable to its Attachments.
20. **Interruption of Service.** Licensor reserves to itself and its successors and assigns the right to maintain its Poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption of service to Licensee or for interference with the operation of the Licensee's Attachments arising in any manner out of the use of Licensor's Poles, except to the extent caused by Licensor's negligence or willful misconduct.
- 20.1. Licensee acknowledges that the uses of Licensor's property or premises may include, but are not limited to, providing traffic control, street lighting, and electric service for the residents inside Licensor's electric service area. The Parties agree that this Agreement does not in any way limit Licensor's right to operate and maintain all components of its systems in the manner that best enables the functioning thereof and protects public safety.
- 20.2. In case of an emergency arising from or related to the Licensee's Attachments ("emergency" being defined for purposes of this Agreement as an event which the Licensor determines constitutes a clear and immediate danger to the health, welfare, or safety of the public or the property or premises), Licensor shall have the right to act as necessary to protect the public health and safety of its citizens, and to protect public and private property.
- 20.3. During the course of said emergency, Licensor may, in its reasonable discretion, remove Licensee's Attachments; provided that such removal, where possible, be performed only by qualified personnel. Licensee shall be responsible for the costs arising out of such removal, unless the emergency that caused the removal was the sole result of the acts or omissions of the Licensor. Licensor shall give Licensee notice of said removal as soon as practicable under the circumstances, and shall work with Licensee to restore the removed Attachments expeditiously.

20.4. Where an Attachment requires electric service from Licensor, the service shall be provided in accordance with the Licensor's electric service guidelines and a separate electric service application for each Attachment shall be made by Licensee.

21. **Indemnification.**

21.1. Licensee shall at all times defend, indemnify, protect, save, hold harmless, and exempt the Licensor, and its officers, employees, committee members, attorneys, agents, and consultants (or any other third party claiming through the Licensor) from and against any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising there from, either at law or in equity (including reasonable attorneys' fees, court costs, consultants' fees, and expert witness fees), which might arise out of, or are caused by, the placement, construction, erection, modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of Licensee's Attachments.

21.2. Licensee also shall at all times defend, indemnify, protect, save, hold harmless, and exempt the Licensor, and its officers, employees, committee members, attorneys, agents, and consultants (or any other third party claiming through the Licensor) from and against any and all claims and demands of whatever kind (including reasonable attorneys' fees, court costs, consultants' fees, and expert witness fees) which arise directly or indirectly from the use of Licensee's Attachments, including for taxes, special charges by others, claims and demands for damages or loss of infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use, and operation of Licensee's equipment, whether arising from the use of Licensee's equipment in combination with Licensor's Poles or otherwise. Licensor shall notify Licensee of any claim for which Licensor is entitled to be indemnified under this Section, and Licensor shall reasonably cooperate with Licensee in the defense of the claim, and shall not settle or compromise any such claim without the consent of Licensee, which consent will not be unreasonably withheld.

21.3. Notwithstanding the foregoing, Licensee shall not be obligated to indemnify the Licensor for claims resulting from the negligence or willful misconduct of the Licensor, and its officers, employees, committee members, attorneys, agents, and consultants (or any other third party claiming through the Licensor).

22. **Insurance.** Licensee will maintain at all times during the term of this Agreement insurance meeting the requirements of the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable. All required insurance shall remain in force for the entire life of this Agreement. Licensee shall provide evidence of the required insurance when submitting its Attachment Permit Application and prior to making or modifying any Attachment to Licensor's Poles. Licensee, by signing this Agreement waives, and will require its insurers to issue an endorsement to the above policy or policies to waive, all rights of subrogation against Licensor with respect to any claim or loss payable or paid under each

of the above policies. Licensee shall provide thirty (30) days' advance written notice to Licensor of the cancellation of such insurance in accordance with the Wireline Pole Attachment Standards or Wireless/Small Cell Pole Attachment Standards, as applicable. Licensee is solely responsible for ensuring that its contractors and subcontractors maintain insurance coverage that is usual, reasonable, and customary for the services provided by such contractors and subcontractors to ensure that such can meet the obligations under this Agreement. Licensee and its contractors and subcontractors are prohibited from performing any work under this Agreement on or near Licensor's Poles, including but not limited to removal of Attachments after termination of this Agreement, at any time during which Licensee does not have the insurance required by this Section.

23. **Non-Exclusive License.** Licensee recognizes that it holds a non-exclusive License to make applications for permits authorizing the erection, attachment, installation, maintenance, or operation of cables, wires, equipment, or appliances within the Licensor's electric service area on Licensor's Poles, and that other parties may seek to install Attachments on the same Poles desired by Licensee. Nothing herein contained shall be construed as a grant of any exclusive license, right, or privilege to Licensee. Licensor shall have the right to grant, renew, and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Poles covered by this Agreement.
24. **Removal of Attachments by Licensee.** Licensee may at any time remove its Attachments from any Pole, but shall immediately give Licensor written notice of such removal and surrender of any associated License in the form of Exhibit D (Notice of Removal of Attachments). No refund of any fee, rental, or other charges shall be due on account of such removal under this Section.
 - 24.1. Following removal, Licensee shall be relieved of any further payment obligations with respect to such Attachment (except for payment obligations incurred up to the date of removal). If Licensee surrenders its License pursuant to the provisions of this Section but fails to remove such Attachment from Licensor's Pole within thirty (30) days of providing notice, the Attachment shall be considered abandoned in accordance with Section 11 (Abandonment of Attachments).
 - 24.2. In the event that Licensee's Attachments are removed from any Pole as provided by this Section, Licensee shall not be permitted to make another Attachment to such Pole unless Licensee complies with all of the provisions of this Agreement as though no such Attachment had previously been made on the Pole, including but not limited to applying for a new License.
25. **Termination.**
 - 25.1. Licensor shall have the right to terminate individual Licenses granted hereunder, for any reason, upon sixty (60) days' written notice to the Licensee.
 - 25.2. Unless otherwise specified in this Agreement, if Licensee shall fail to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations under this Agreement and shall fail within sixty (60) days, or a mutually-agreed upon

time, after written notice from Licensor to correct such default or non-compliance, Licensor may, at its option, terminate this Agreement or the entire License or any part thereof granted to Licensee; provided that if the cure cannot be reasonably completed within said sixty (60) day period, said period shall be extended as reasonably necessary to complete a cure; provided that Licensee commences to cure during the sixty (60) day period and thereafter diligently prosecutes a cure.

- 25.3. Unless otherwise specified in this Agreement, in case of a default and termination of this Agreement, the Licensee shall have six (6) months to remove all of the Licensee's Attachments from the Licensor's Poles after which six-month period the Attachments shall, at Licensor's sole option, become the property of Licensor or be removed by Licensor without liability at Licensee's sole expense. In the event Licensor selects to remove the Attachments, Licensee will be invoiced for the full amount of the cost of removal, payable within forty-five (45) days.
- 25.4. If an insurance carrier notifies Licensor that the policy or policies of insurance, as provided under Section 22 (Insurance) hereof, will be cancelled or changed so that the requirements of Section 22 (Insurance) will no longer be satisfied, then this Agreement shall terminate upon the effective date of such insurance cancellation, unless Licensee has secured other insurance in satisfaction of the requirements of Section 22 (Insurance).
- 25.5. Notwithstanding any termination or non-renewal of this Agreement, the obligations (but not the rights) of Licensee under this Agreement shall continue to apply to any Attachment, unauthorized Attachment, or other authorized or unauthorized use of Licensor's Poles, system, facilities, or other property for a period of three (3) years following the removal of any such Attachment or cessation of such use.
26. **Notices.** In accordance with Section 9 (National Joint Use Notification System), NJUNS shall be used by the Parties to manage requests to rearrange or relocate Attachments made to Licensor's Poles. Notification of damage or hazardous conditions shall be made by telephone or email to the Parties Operational Issues or After-Hours contact numbers as provided below. Notification of any other issues, including requests related to maintenance or technical specifications, are effective upon receipt (or refusal of delivery or return unfound) and will be given by email or first-class mail as provides below. Notices of demand, breach, default, assignment, or change of notice address must be provided in writing to the Legal Notice address below via first class mail, return receipt requested, or a nationwide overnight carrier service:

Licensor – Operational Issues:

Florence Electricity Department
Attn: Lou Pettus
Executive Assistant to Manager
P.O. Box 877
Florence, Alabama 35631
lpettus@florenceal.org
256-740-6044

Licensors – Administrative Issues (billing, rate calculations, contract questions): Florence Electricity Department

Attn: Lou Pettus
Executive Assistant to Manager
P.O. Box 877
Florence, Alabama 35631
lpettus@florenceal.org
256-740-6044

Licensors NJUNS Contact:

Attn: Alicia Kelsey
Warehouse Services Coordinator
akelsey@florenceal.org
256-760-6536
FLRUTL

Licensors After-Hours Contact:

Attn: FED Dispatch Center
24/7 Dispatch
feddispatch@florenceal.org
256-764-4456

Licensees – Operational Issues:

Fiber Utility Network, Inc. dba Alabama Fiber Network, Inc.
Attn: Michael Wise
VP of Operations & Construction
103 Jesse Samuel Hunt Blvd
Prattville, AL 38066
Email: mwise@AlabamaFiberNetwork.com
Phone: 214-663-5282

Licensees – Administrative Issues (billing, rate calculations, contract questions):

Fiber Utility Network, Inc. dba Alabama Fiber Network, Inc.

Michael Wise
VP Operations & Construction
103 Jesse Samuel Hunt Blvd
Prattville, AL 38066
Email: mwise@alabamafibernet.com
Phone: 214-663-5282

Licensees NJUNS Contact:

Michael Wise
VP Operations and Construction
Email: operations@alabamafibernet.com

Phone: 213-663-5282
NJUNS Member Code: ALFBNW

Licensee After-Hours Contact:

Michael Wise
VP Operations and Construction
Email: mwise@alabamafibernetwork.com
Phone: 214-663-5282

Any change of Party contact information under this Section shall be promptly communicated in writing to the other Party.

27. **Assignment.** Licensee shall not transfer or assign, voluntarily or by operation of law, its rights and obligations under this Agreement (or the Licenses granted hereunder) without the prior written consent of Licensor (such consent not to be unreasonably withheld, conditioned, or delayed); provided that Licensee may assign its obligations and rights under this Agreement (and the Licenses granted hereunder) upon notice and without Licensor's consent to: (a) an entity that directly or indirectly controls, is controlled with or by, or is under common control with Licensee; (b) an entity resulting from any merger, consolidation, or other reorganization involving Licensee, or (c) the purchaser of all or substantially all of Licensee's assets or stock. Failure of Licensee to give such notice or to obtain Licensor's necessary consent shall be cause for termination of this Agreement at the option of Licensor.
28. **No Waiver.** Failure to enforce or to insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice to declare this Agreement or any Licenses granted hereunder terminated 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. To be effective, any waiver must be in writing and signed by both Parties.
29. **Successors and Assigns.** Subject to Section 27 (Assignment), this Agreement shall inure to the benefit of and be binding upon the respective legal representatives, successors, and assigns of the Parties hereto.
30. **Mutual Representations.** Each Party represents and warrants to the other Party that: (a) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (b) it will comply with all applicable laws in connection with its obligations under this Agreement; and (c) this Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against such Party in accordance with its terms, subject to the effect of bankruptcy, insolvency, and similar laws affecting the rights and remedies of creditors and general equitable principles.
31. **Insolvency.** In the event that either Party becomes subject to bankruptcy or a custodian, receiver, trustee, intervener, or other officer under the authority of Chapters 7, 9, 11 or 13 of the Bankruptcy Code as defined in the United States Code or any applicable state law within any jurisdiction, whether voluntary or involuntary, or makes an admission or is determined

by a court of law to be insolvent, such Party shall be deemed in default of this Agreement and either Party shall have the right to terminate this Agreement within thirty (30) days of its notification of any bankruptcy proceeding or any admission or judicial determination of insolvency.

32. **Limitation of Liability; Warranty Exclusion.**

33.1 **IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

33.2 **LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE CONDITION, SAFETY, OR ANY OTHER ASPECT OF ANY POLE OR ANY SERVICE MADE AVAILABLE TO LICENSEE UNDER THIS AGREEMENT.**

33. **Relationship of the Parties.** This Agreement does not make either Party the agent or legal representative of the other Party, and does not create a partnership or joint venture between the Parties. This Agreement is non-exclusive and Licensor may enter into similar agreements with third parties.

34. **Governing Law; Venue.** Any and all disputes arising out of this Agreement will be governed, construed, and enforced according to the laws of the State of Alabama, excluding its conflict-of-law principles. A Party seeking to bring an action relating to the validity, construction, interpretation, and enforcement of this Agreement will be required to institute such action in the Circuit Court of Lauderdale County, Alabama.

35. **Force Majeure.** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence by reason of a Force Majeure Event. The other Party will not be required to perform or resume performance of its obligations that correspond to the obligations of the Party excused by Force Majeure Event until the end of such Force Majeure Event. Force Majeure Event means an event or circumstance that prevents one Party from performing its obligations under this Agreement, which event is not within the reasonable control of, or the result of the negligence of, the claiming Party, and which, by the exercise of commercially reasonable diligence, the claiming Party is unable to overcome or avoid or cause to be avoided, including but not limited to acts of nature, acts of civil or military authority, governmental regulations, embargoes, work stoppages, epidemics, terrorist acts, riots, insurrections, fires, explosions,

earthquakes, nuclear accidents, floods, storms, other major environmental disturbances, unusually severe weather conditions, war, revolution, civil commotion, pandemic, acts of public enemies, national emergency, or any law, order, or regulation of the government (or any department, agency, commission, court, or bureau of a government) resulting from the above.

36. **Third Party Beneficiaries.** The representations, warranties, covenants, and agreements of the Parties set forth in this Agreement are not intended for, nor will they be for the benefit of or enforceable by, any third party or person not a party to this Agreement.
37. **Use of Names or Trademarks.** Neither Party may use any logo or service mark of the other Party without the express written consent of the other Party.
38. **Taxes.** None of the fees, rents, or other charges assessed to Licensee pursuant to this Agreement includes any tax or franchise fee charged by any governmental entity. Licensee agrees to pay any and all franchise fees, gross receipts, sales, rental, lease, use, property, excise, and other taxes and governmental fees directly applicable to the renting or use of the space on Licensor's Poles for its Attachments. Licensee shall be solely responsible for opposing, protesting, appealing, or challenging any tax or franchise fee imposed or asserted by any entity.
39. **Interpretation.** This Agreement has been negotiated by the Parties and their respective counsel. This Agreement will be interpreted without any strict construction in favor of or against either Party.
40. **Severability.** If any provision of this Agreement is found unenforceable or invalid, the remainder of this Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
41. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which would be deemed to be original and all of which taken together will constitute one and the same agreement.
42. **Survival.** The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties will so survive the completion of performance and termination or early termination this Agreement, including, without limitation, Section 21 (Indemnification), Section 22 (Insurance), and Section 25 (Termination).
43. **Headings; Captions.** The headings and captions used in this Agreement are for convenience only and shall not be construed to limit or expand the terms of this Agreement.
44. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties relating to the rights, duties, and obligations granted and assumed herein. This Agreement supersedes all previous agreements, whether written or oral, between Licensee and Licensor regarding the placement of Attachments on Licensor's Poles and there are no other provisions, terms, or conditions to this Agreement except as expressed herein. All existing

Attachments shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed the day and year first above written.

LICENSOR:
CITY OF FLORENCE, ALABAMA

BY: _____

TITLE: _____

LICENSEE: Fiber Network Utility, Inc. dba
Alabama Fiber Network, Inc.

BY: Michael Wise

Michael Wise

TITLE: VP Operations and Construction

ADDRESS: _____

103 Jesse Samuel Hunt Blvd, STE 203

Prattville, AL 36066

PHONE: 214-663-5282

EMAIL: mwise@alabamafibernet.com

EXHIBIT A

SCHEDULE OF FEES, RENTS, AND CHARGES

1. Wireline Pole Attachments

- (a) Attachment Permit Application Fee: \$500.00 per application
- (b) Application Pole Limit: 100 poles per application
- (c) Attachment Rent: Current TVA rent calculation, adjusted annually in accordance with the guidelines specified in "Pole Attachment Regulation Amendment TV-70310-A, Supp. No. 73" between the Licensor and the Tennessee Valley Authority dated November 16, 2017.
 - i. *Computation of Attachment Rent*: The total Attachment rent shall be based on the number of Licensor Poles to which Licensee Attachments are actually made on December 31st and June 30th of each year.
 - ii. *Payment of Attachment Rent*: Licensor shall invoice Licensee semiannually (January and July). The January invoice will be for all Attachments in place as of June 30th of the preceding year, adjusted by additions or deletions between June 30th and December 31st. The July invoice will be for all Attachments in place as of December 31st of the previous year, adjusted by additions or deletions between December 31st and June 30th. All invoices are due within forty-five (45) days following the date of such invoices. Failure to pay such rent within sixty (60) days after date of the invoice will result in a late charge of 3% (not to exceed the maximum rate allowed under applicable law). Failure to pay invoice within ninety (90) days after date of the invoice shall constitute a default of this Agreement.
- (d) Make-Ready and Other Charges: When Make-Ready or other work is required, Licensor will prepare a work order for the work, including a cost estimate, and Licensor may make suggestions for changes to the work proposed and explain the reason for the change or recommend modifications to the proposed Attachment and ask for a resubmittal of the Attachment design or Attachment Permit Application in full. Licensor will be reimbursed the actual cost (including overhead) of all work performed by Licensor which is necessitated by the Attachment(s) processed under the terms of this Agreement.
 - i. *Computation of Make-Ready and Other Charges*: All charges for inspections, engineering, rearrangements, relocations, and removals of Licensee Attachments from Licensor's Poles, and any other work performed for Licensee shall be based upon the actual cost (including overhead) to Licensor for performing such work. The cost to Licensor shall be determined in accordance with the regular and customary methods used by Licensor in determining such actual costs. The charge for replacement of Poles shall include the entire non-betterment cost to Licensor, including

the cost of larger or higher Poles, the cost of transferring Licensor's facilities from the old to the new Poles, cost of removal of replaced Poles, less any salvage and depreciation credits. Replacement of a Pole not meeting Licensor's present standards for new construction with a Pole meeting such standards shall not be deemed a betterment, except to the extent that such replacement exceeds such present standards for a Pole to serve present uses and Licensee's proposed use.

- ii. *Payment of Make-Ready and Other Charges:* Licensee shall make an advance payment to Licensor to cover the estimated cost of all work. After the work is completed, the actual cost of the work shall be determined and a debit or credit adjustment will be made so that the actual cost rather than estimated cost will apply. Additional advance payments will be made as the work progresses. Only upon special written consent of Licensor, Licensee may provide a Surety Bond in lieu of the advance payment requirement specified herein. All bills for Make-Ready and other charges shall be payable within forty-five (45) days of date of invoice. Failure to pay such charges within sixty (60) days after date of the invoice will result in a late charge of 3% (not to exceed the maximum rate allowed under applicable law). Failure to pay any invoice within ninety (90) days after date of the invoice shall constitute a default of this Agreement.

2. Wireless/Small Cell Pole Attachments

- (a) Attachment Permit Application Fee: \$500.00 to attach and operate up to five (5) small wireless facilities, with an additional one hundred dollars (\$100.00) for each small wireless facility beyond five (5).
- (b) Attachment Rent: \$270.00/year for each small wireless facility.
 - i. *Computation of Attachment Rent:* The total Attachment rent shall be based on the number of Licensee Attachments actually made Licensor's Poles on December 31st.
 - ii. *Payment of Attachment Rent:* Licensor shall invoice Licensee annually in January. The January invoice will be for all Attachments in place as of December 31st of the preceding year. All invoices are due within forty-five (45) days following the date of such invoices. Failure to pay such rent within sixty (60) days after date of the invoice will result in a late charge of 3% (not to exceed the maximum rate allowed under applicable law). Failure to pay invoice within ninety (90) days after date of the invoice shall constitute a default of this Agreement.
- (c) Make-Ready and Other Charges: When Make-Ready or other work is required, Licensor will prepare a work order for the work, including a cost estimate, and Licensor may make suggestions for changes to the work proposed and explain the reason for the change or recommend modifications to the proposed Attachment and

ask for a resubmittal of the Attachment design or Attachment Permit Application in full. Licensor will be reimbursed the actual cost (including overhead) of all work performed by Licensor which is necessitated by the Attachment(s) processed under the terms of this Agreement.

- i. *Computation of Make-Ready and Other Charges:* All charges for inspections, engineering, rearrangements, relocations, and removals of Licensee Attachments from Licensor's Poles, and any other work performed for Licensee shall be based upon the actual cost (including overhead) to Licensor for performing such work. The cost to Licensor shall be determined in accordance with the regular and customary methods used by Licensor in determining such actual costs. An initial nonrefundable fee of one thousand dollars (\$1,000.00) will be required for each new Pole or new support structure (*i.e.*, not a collocation) intended to support one (1) or more small wireless facilities.
 - ii. *Payment of Make-Ready and Other Charges:* Licensee shall make an advance payment to Licensor to cover the estimated cost of all work. After the work is completed, the actual cost of the work shall be determined and a debit or credit adjustment will be made so that the actual cost rather than estimated cost will apply. Additional advance payments will be made as the work progresses. Only upon special written consent of Licensor, Licensee may provide a Surety Bond in lieu of the advance payment requirement specified herein. All bills for Make-Ready and other charges shall be payable within forty-five (45) days of date of invoice. Failure to pay such charges within sixty (60) days after date of the invoice will result in a late charge of 3% (not to exceed the maximum rate allowed under applicable law). Failure to pay any invoice within ninety (90) days after date of the invoice shall constitute a default of this Agreement.
3. **Fee Adjustment:** Licensor reserves the right to adjust any of the fees, rents, or charges identified in this Exhibit and add fees, rents, or charges for services required under the Agreement. Licensor will post on Licensor's website any adjusted or new fees, rents, or charges.

EXHIBIT B

WIRELINE POLE ATTACHMENT STANDARDS

In addition to the requirements set forth in the Agreement and any applicable local, state, or federal law, Licensee shall meet the following standards for each wireline Attachment made or modified on Licensor's Poles:

1. **General**

- (a) The Licensee is responsible for the proper design, construction, and maintenance of its Attachments.
- (b) Any rearrangements of Licensor's facilities or replacement of Poles required to accommodate Licensee's Attachments shall be done by Licensor or a contractor authorized by Licensor.
- (c) The fees and charges specified in Exhibit A shall be applicable to all Licenses granted to Licensee hereunder, without regard to the methods of attachment used.
- (d) Licensee's new Attachments shall be plainly identified by appropriate marking satisfactory to Licensor. Existing Attachments shall be tagged during routine maintenance or during other routine work or upgrades.
- (e) Licensee's employees shall assure themselves that any Pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the employees.
- (f) All requirements of the National Electrical Safety Code ("NESC") referred to herein shall mean the current Edition of such code and any later amendment or replacement thereof, and shall include any additional requirements of any applicable local, state, or code, rule or order. References to simply the Safety Code, or to NESC, have the same meaning.
- (g) While many of the standards and technical requirements for Licensee's cable, equipment, and facilities are set forth herein, Licensor reserves the right to specify the type of construction required in situations not otherwise covered in this Exhibit with respect to Attachments made after Licensee's receipt of such specifications and requirements; provided that Licensee shall not be required to modify Attachments made prior to such notification; provided that such Attachments complied with NESC requirements at the time such Attachments were made.
- (h) Licensee shall submit an Attachment Permit Application for any wireline Attachment to Licensor's Poles and receive a nonexclusive License therefor in the form of Appendix B-1. Upon attachment to Licensor's Pole, Licensee shall complete Section 3 of the Attachment Permit Application to confirm that such Attachment has been made and shall return a completed copy to Licensor. Any Attachment Permit Application granted hereunder shall terminate without further

notice to Licensee for any Attachment if Licensee has not completed such Attachment and returned a completed copy of the Attachment Permit Application evidencing such Attachment within sixty (60) days from: (i) the date Licensor has granted the Attachment Permit Application for such Attachment; or (ii) if applicable, the date that Licensor has completed any applicable Pole replacement or arrangement.

2. **Voltage, Power, Electrical Interference**

- (a) Licensee's Attachments shall not use or carry voltages or currents in excess of the limits prescribed for communications conductors by the NESC. However, all parts of Licensee's Attachments carrying voltages in excess of 50 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signaling or control voltages, shall be enclosed in an effectively grounded sheath or shield. All energized parts of Licensee's Attachments shall be suitably covered to prevent accidental contact by the general public, Licensor's employees, or employees of another entity having facilities on the same Pole. Licensor reserves the right to require that adequate safety procedures and equipment, in its judgment, be followed and made a part of each of Licensee's Attachments. However, neither this reservation nor any exercise by Licensor of this reserved right shall give rise to any obligation (or inference thereof) of Licensor to monitor or oversee safety issues relating to the matters covered by this Agreement.
- (b) Licensor shall determine whether Licensee's Attachments cause or may cause electrical interference with Licensor's communications and/or control facilities. Licensee shall, on demand of Licensor, correct immediately at Licensee's expense any such interference including, if necessary, removal of the Attachments causing the interference.
- (c) None of Licensee's Attachments shall use the earth as the sole conductor for any part of the circuit.
- (d) Licensee shall not circumvent Licensor's corrosion mitigation measures (e.g., short circuit insulating joints).

3. **Grounding and Bonding**

- (a) All power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to the power supply cabinet. The cabinet shall be connected to an earth ground at the Pole. In areas where Licensor has a ground wire running down the Pole, the cabinet may be connected to it. Where Licensor's vertical ground wire is not available, Licensee must place an approved ground assembly. All metallic structures on a common Pole shall be bonded to each other and to any strand of Licensor, Licensee, or any other entity.
- (b) In areas where Licensor has a multi-grounded neutral, the suspension strands shall be bonded to every available vertical ground conductor.

- (c) Strands attached to the same bolt do not have to be bonded.
- (d) Where Licensee's strand leaves a Pole which carries other strands supporting communications cables and Licensee's strand continues to a Pole carrying power facilities but no communications facilities, Licensee's cable shall be:
 - a. Bonded to the other communications strands on the Pole that it leaves, and
 - b. Bonded to an effective ground, preferably within two (2) spans but not greater than ten (10) spans, but in no event greater than one-quarter mile, after leaving said Pole, and
 - c. Bonded with a No. 6 solid, soft-drawn copper wire, or its equivalent. The wire must be attached to the strand with an approved clamp, such as a lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog No. 9000, or equivalent).
- (e) Strands supporting drop wire shall be bonded to the cable suspension strand.

4. **Clearances**

- (a) Licensee's Attachments are subject to the same clearances as communications facilities and shall meet all of the pertinent clearance requirements of the NESC, except that clearance between Licensor's lowest supply conductor or Licensor's standard neutral location, whichever is lower, and the highest Non-Licensor communication circuit shall be fifty-two (52) inches wherever feasible as new Attachments or modifications are made. Where such clearance is not feasible without a relocation to a new Pole or rearrangements to existing Attachments, the required clearance shall be a minimum of forty (40) inches, as required by the NESC.
- (b) Licensee shall not permit any of its agents or employees to perform any work of any nature whatsoever outside the licensed zone of any Pole.

5. **Location and Spacing**

- (a) Licensor shall specify the location of Licensee's proposed Attachments on each Pole, including the location of Licensee's riser cables. Licensor's preference will be for all of the attachments to be on the same side of the pole.
- (b) The minimum vertical separation between Licensee's suspension strand and the suspension strand of other entities, when located on the same side of the Pole, shall be twelve (12) inches. Where mutual agreement with Licensor and other entities permits the placing of cables on both sides of the Pole, the vertical separation between the strands may be reduced if the diagonal separation between strands will be twelve (12) inches or more. Separation between the bolt holes shall in any event be at least four (4) inches. Licensor shall grant available open space for an initial attachment to each Pole based on the clearance requirements stated above. Licensee may not use stand-off brackets to secure its attachments unless it receives prior

approval from Licensor.

- (c) Where Licensee's strand is above another entity's strand, Licensee's strand-mounted equipment housings and cable expansion loops shall be placed at least six (6) inches above the entity's strand. Cable storage is prohibited on the pole (*e.g.*, no loops hung on the pole).
- (d) Where pole-mounted cabinets are required by the Licensee in or below the communication space, cabinet size shall be limited to 24"x24"x10", unless otherwise approved by Licensor.
- (e) Where electric service is required for a Licensee's equipment cabinet, Licensee shall apply for service with Licensor for each installation and all electric services shall be metered.
- (f) Power supply cabinets and other Pole-mounted equipment shall not be permitted below the entity at the bottom of the communications space on a Pole where any of the following are present:
 - i. Poles with underground riser cable or pipe of Licensor or other entity;
 - ii. Poles with existing cabinets including but not limited to power equipment controls or communication equipment of Licensor or a Licensee;
 - iii. Poles with existing Licensor facilities including but not limited to group operated switches with a switch handle, regulator installations, protective devices such as reclosers, capacitor banks or more than one fuse installation; or
 - iv. Other equipment of a size that would impair climbing or working space if an additional pole-mounted facility were installed.
- (g) Licensee shall be required to place all of its Attachments, including amplifiers, power supplies, terminals, splitters and taps, so as not to interfere with climbing space as defined in the NESC.
- (h) Whereby mutual agreement with Licensor and other entities attachment of cables to both sides of the Pole is permitted, two (2) entities may employ a common through bolt provided one (1) entity notifies Licensor, in writing, that it accepts the responsibility for maintaining the bolt. NESC climbing space requirements must be maintained by all entities.
- (i) Licensee shall not attach its facilities, except the termination of the bond wire when authorized, to Licensor's strand or suspension bolts.
- (j) Through bolts may not be placed less than ten (10) inches from the top of the Pole.
- (k) Licensee may lash its cable to the strand of another entity, where this is acceptable to Licensor and other entities. Maximum tension of Licensee's strand shall not exceed sixty percent (60%) of the breaking strength under applicable loading conditions, as defined by the NESC. Where local codes designate a heavier degree

of loading than the NESC, the local requirements shall govern. Licensee shall sag its cable so that NESC clearances shall be maintained at mid-span from Licensor's facilities.

- (l) Overlashing to existing facilities which results in additional loading shall be deemed a material modification and Licensee shall submit an Attachment Permit Application for and obtain a License for such work in accordance with the Agreement. Replacement of existing facilities with overlashing of equal or less weight shall not be deemed a material modification that requires Licensee to submit an Attachment Permit Application or obtain a License.

6. **Guying and Stepping**

- (a) Guying will be required on Poles where the total unbalanced load, including the tension due to Licensee's Attachments under the appropriate loading conditions prescribed by the NESC, exceeds 200 pounds unless the Pole was designed as an unguayed corner Pole and the Pole has adequate strength and stability, in the opinion of Licensor, to withstand the additional load. Guys shall be installed by Licensee prior to pulling the wire or cable to tension.
- (b) Guys when required shall comply with NESC.
- (c) Guy guards shall be installed in compliance with the NESC.
- (d) Licensee may attach its guy to Licensor's anchor rods provided that all such Attachments made after the effective date hereof must be specifically authorized by Licensor in writing. Should it be necessary to replace the anchor at a later date to provide added strength for Licensor's requirements, the anchor shall be replaced at Licensee's expense if the existing anchor rod would support Licensor's Attachments without regard to Licensee's guy.
- (e) More than one entity may use a common guy to sustain their combined load.
- (f) Guys shall be insulated or grounded as specified in the NESC. Licensee's guys shall not short circuit guy insulators of Licensor or another entity.
- (g) Material used for guys shall be compatible from a corrosion standpoint with the hardware to which it is attached. Licensor shall specify or approve the material used by Licensee for guys attached to Licensor's hardware.
- (h) In general, Pole steps will not be permitted. However, Licensor may grant, in writing, permission to step special Poles after reviewing safety requirements and the hazards of stepping.

7. **Pole Rearrangements and Replacements**

- (a) In the event Licensor, in its reasonable judgment, determines that any Pole of Licensor to which Licensee desires to make wireline Attachments is inadequate or

otherwise needs rearrangement of the existing facilities thereon to support or accommodate Licensee's Attachments in accordance with the specifications set forth in this Exhibit, Licensor will indicate on Appendix B-2 the changes necessary to provide adequate Pole space and the estimated cost thereof to Licensee and return it to Licensee. If Licensee desires that such changes be made and executes a sales order, work order, or other document authorizing that such changes be made, Licensor will then make such changes, including the replacement of inadequate Poles, and Licensee shall pay Licensor in accordance with the terms of Exhibit A. Licensee shall also reimburse the owner or owners of other facilities attached to said Poles for any expense incurred by it or them in transferring or rearranging said facilities solely to accommodate Licensee's proposed Attachments and such owners shall likewise reimburse Licensee for its costs to rearrange Attachments to accommodate the proposed Attachments of such other attachers. Any payment made by Licensee for Pole replacement or rearranging of facilities shall be final. Licensee shall thereafter not be entitled to any reimbursement of such payments by reason of termination, default, or the occurrence of any other event. Notwithstanding anything to the contrary herein, in no event shall Licensee be responsible for any costs (including without limitation, Make-Ready, and facility rearrangement costs), incurred for the benefit of another attacher (including Licensee or its affiliated entities), except to the extent necessary to rearrange Licensee's Attachments for Licensor's core electric service requirements. Licensee may invoice all such other attachers for its costs to rearrange its Attachments and equipment to accommodate the Attachments of the other attacher(s) within thirty (30) days of Licensee's invoice therefor.

- (b) Should Licensor, for its core electric service requirements, or a governmental body with requisite authority, need for its or their own service requirements the space occupied by Licensee's Attachments on any of Licensor's Poles, Licensee will be notified in writing of the rearrangements or modifications necessary to maintain its existing Attachment. Such notice shall include the proportional cost of the Make-Ready necessary for Licensee to maintain its Attachment, including, where necessary, the proportional cost of the new Pole. Within thirty (30) days of receipt of the notice, Licensee shall either surrender its License for that Pole and, at its own expense, vacate the space by removing its Attachments, or it shall authorize Licensor to perform the necessary work and shall pay its proportional share of the cost of the transfer. If Licensee fails to notify Licensor of its decision within thirty (30) days, Licensor shall make the election for Licensee and proceed at Licensee's expense. Notwithstanding any provision in this Agreement to the contrary, Licensee shall, subject to the terms hereof, cooperate in any relocations or modifications made necessary by any third-party requesting replacement or rearrangement of Poles, if such third party reimburses Licensee for any expense it incurs in transferring or rearranging its Attachments.
- (c) When multiple applications, including application of Licensee, are received by the Licensor with respect to any Pole which must be replaced or rearranged to provide additional space, prior to commencement of the work on that Pole, Licensor will endeavor to prorate to the extent that it is practical between Licensee and the other

applicants for Pole space, the common expenses of engineering, rearrangement, and replacement, if any, which result from the processing of multiple applications. Licensee shall be given notice of Licensor's reasonable determination as to the formula for any such pro ration of costs to Licensee, which determination shall not be unreasonably made.

- (d) Whenever it is necessary for Licensor to make Pole replacements or rearrangements in order to accommodate Licensee's Attachments, Licensor will endeavor to perform or have performed such work after issuance of the Licenses to, and acceptance of responsibility for costs by Licensee in the form of Appendix B-2, as soon as is reasonably practicable upon consideration of Licensor's service requirements, provided that in no event shall such time period exceed ninety (90) days.
- (e) When, in the reasonable judgment of Licensor, substitute or replacement Poles are required by Licensor for its core electric service requirements, Licensee shall, at its own expense, upon sixty (60) day notice from Licensor, relocate or replace its Attachments or transfer them to substituted Poles. If Licensee fails to make changes as requested within sixty (60) day notice, then Licensor may elect to accomplish the work for Licensee's account and Licensee shall reimburse Licensor for its reasonable pro rata share of the expense of the move so long as Licensor has notified in writing the Licensee. In cases of emergency, Licensor shall contact Licensee's local representative, and Licensee shall promptly make or have made the necessary changes in the Attachments. If Licensee is unable to make the emergency changes, then Licensor may arrange to relocate or replace the said Attachments, transfer them to substituted Poles, or perform any other work in connection with said Attachments that may be required by Licensor. Licensee shall reimburse Licensor for the expense thereby incurred. Nothing herein shall under any circumstances give rise to any obligation on the part of the Licensor to perform any work on or repairs to the Attachments. In the event that any Attachment of Licensee, including but not limited to cables and anchors, becomes damaged which causes Licensor to respond to the site for any reason, Licensee shall reimburse Licensor for all costs associated with said response if Licensee is responsible for such damage. Furthermore, Licensee shall reimburse Licensor for any repairs to Licensor's facilities caused by Licensee or by Licensee's facilities being attached to the Pole(s) so long as Licensee is responsible for such damage and not a third party.
- (f) NJUNS shall be used by both Licensee and Licensor to manage requests to rearrange or relocate Attachments once the initial wireline Attachment has been made to Licensor's Pole.

8. Insurance

- (a) Licensee shall carry commercial general liability insurance to protect itself as named insured and to protect Licensor as an additional insured.

- (b) The limits of such insurance for liability due to damage to property and injury or death of persons of \$2,000,000 dollars. Licensee shall also carry such insurance as will protect it from all claims under any Worker's compensation laws in effect that may be applicable to it. All insurance required shall remain in force for the entire life of this Agreement and the company or companies issuing such insurance shall be approved by Licensor, which approval shall not be unreasonably withheld.
- (c) The taking out of such insurance shall not relieve or limit Licensee from its liability to Licensor under this Agreement but shall only be added security. Licensee shall submit to Licensor certificates by each company insuring Licensee evidencing the insurance required hereunder. The policies shall provide thirty (30) days prior written notice of cancellation to Licensor for any reason other than non-payment of premium in which a ten (10) day notice shall apply.

APPENDIX B-1

ATTACHMENT PERMIT APPLICATION FOR WIRELINE POLE ATTACHMENTS

Step #1 (To be completed by Licensee)

In accordance with the terms of the Pole Attachment License Agreement dated _____, application is hereby made for a License to make Attachments to the following poles as of _____;

The Attachment Permit Application shall include the following:

1. Applicant's name, address and contact phone number;
2. If different, Attachment owner's name, address and contact phone number;
3. Name, address and twenty-four-hour contact phone number for entities installing the attachments;
4. Proof of insurance for entities installing the attachments;
5. A location map with numbered symbols at each attachment location;
6. Form Appendix B-2 filled out for each pole corresponding with the numbered locations on the location map above; and
7. A picture and complete description of ID tags that will be installed at each attachment point.

LICENSEE: _____

BY: _____

TITLE: _____

Step #2 (To be completed by Licensor)

License granted as of _____, subject to your approval of required changes and rearrangement at an estimated cost to you of \$_____. This estimate is given for convenience only and the actual cost will be billed.

Licensor will send to Licensee a Permit Approval Package containing the following:

1. Letter of Authorization for Attachment with a Permit # assigned (a copy shall be kept onsite by all entities performing the attachments);
2. A document describing any symbols on Licensor's poles; and

3. A document reiterating the requirements to install ID tags at attachment points for all Licensee's facilities.

LICENSOR:
CITY OF FLORENCE, ALABAMA

BY: _____

TITLE: _____

Step #3 (To be completed by Licensee)

Attachments for Permit # _____ have been completed as of
_____.

LICENSEE: _____

BY: _____

TITLE: _____

APPENDIX B-2

PERMIT FORM

(Required For Each Pole)

<p>Pole # (from permit dwg) _____</p> <p>Height and class of pole _____</p> <p>Attachment point above ground in feet _____</p> <p>Ground clearance at mid span (or lowest point) in feet _____</p> <p>Distance to nearest power facility in inches _____</p> <p>Nearest power facility (e.g., transformer, neutral, guy, light, etc.) _____</p> <p>Distance to nearest other licensee's attachment (if applicable) in inches _____</p> <p>Weight of attachment in lbs per foot _____</p> <p>Diameter of attachment cable in inches _____</p> <p>Description of work, if any, that Licensor must perform prior to installation of cable facilities: _____ _____</p>	<p>Pole # (from permit dwg) _____</p> <p>Height and class of pole _____</p> <p>Attachment point above ground in feet _____</p> <p>Ground clearance at mid span (or lowest point) in feet _____</p> <p>Distance to nearest power facility in inches _____</p> <p>Nearest power facility (e.g., transformer, neutral, guy, light, etc.) _____</p> <p>Distances to nearest other licensee's attachment (if applicable) in inches _____</p> <p>Weight of attachment in lbs per foot _____</p> <p>Diameter of attachment cable in inches _____</p> <p>Description of work, if any, that Licensor must perform prior to installation of cable facilities: _____ _____</p>
<p>Pole # (from permit dwg) _____</p> <p>Height and class of pole _____</p> <p>Attachment point above ground in feet _____</p> <p>Ground clearance at mid span (or lowest point) in feet _____</p> <p>Distance to nearest power facility in inches _____</p> <p>Nearest power facility (e.g., transformer, neutral, guy, light, etc.) _____</p> <p>Distance to all other licensee's attachments (if applicable) in inches _____</p> <p>Weight of attachment in lbs per foot _____</p> <p>Diameter of attachment cable in inches _____</p> <p>Description of work, if any, that Licensor must perform prior to installation of cable facilities: _____ _____</p>	<p>Pole # (from permit dwg) _____</p> <p>Height and class of pole _____</p> <p>Attachment point above ground in feet _____</p> <p>Ground clearance at mid span (or lowest point) in feet _____</p> <p>Distance to nearest power facility in inches _____</p> <p>Nearest power facility (e.g., transformer, neutral, guy, light, etc.) _____</p> <p>Distance to nearest other licensee's attachment (if applicable) in inches _____</p> <p>Weight of attachment in lbs per foot _____</p> <p>Diameter of attachment cable in inches _____</p> <p>Description of work, if any, that Licensor must perform prior to installation of cable facilities: _____ _____</p>
<p>Pole # (from permit dwg) _____</p> <p>Height and class of pole _____</p> <p>Attachment point above ground in feet _____</p> <p>Ground clearance at mid span (or lowest point) in feet _____</p> <p>Distance to nearest power facility in inches _____</p> <p>Nearest power facility (e.g., transformer, neutral, guy, light, etc.) _____</p> <p>Distance to nearest other licensee's attachment (if applicable) in inches _____</p> <p>Weight of attachment in lbs per foot _____</p>	<p>Pole # (from permit dwg) _____</p> <p>Height and class of pole _____</p> <p>Attachment point above ground in feet _____</p> <p>Ground clearance at mid span (or lowest point) in feet _____</p> <p>Distance to nearest power facility in inches _____</p> <p>Nearest power facility (e.g., transformer, neutral, guy, light, etc.) _____</p> <p>Distance to nearest other licensee's attachment (if applicable) in inches _____</p> <p>Weight of attachment in lbs per foot _____</p>

Diameter of attachment cable in inches _____ Description of work , if any, that Licensor must perform prior to installation of cable facilities: _____ _____	Diameter of attachment cable in inches _____ Description of work , if any, that Licensor must perform prior to installation of cable facilities: _____ _____
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EXHIBIT C

WIRELESS/SMALL CELL POLE ATTACHMENT STANDARDS

Code of Florence, Alabama, Division 4, Article II, Chapter 27

EXHIBIT D

NOTICE OF REMOVAL OF ATTACHMENTS

Step #1

In accordance with the terms of the Pole Attachment License Agreement dated _____, please cancel from your records Attachments removed from the following poles as of _____:

<u>Pole Number</u>	<u>Location (attach drawing)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LICENSEE: _____

BY: _____

TITLE: _____

Step #2

Attachment removal notice acknowledged as of _____.

LICENSOR:
CITY OF FLORENCE, ALABAMA

BY: _____

TITLE: _____