

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: July 28, 2015

RE: Sprint Fiber Optic Relocation Agreement  
Project No. 253F

Sprint Communications Company L.P., is a tenant occupying one conduit in the Authority's duct bank along the East side of S.R. 417 between Curry Ford Road and S.R. 408 which includes the project limits for 253F. Sprint and the Authority entered into an agreement dated May 24, 2001, entitled "Fiber Optic Conduit License Agreement between Orlando-Orange County Expressway Authority and Sprint Communications Company L.P.". The agreement stipulates the terms and conditions between the parties allowing for Sprint's use of the Authority's duct bank. Article 14.04 of the agreement addresses relocation of the Authority's fiber optic network and states in part that the "Authority reserves the right to relocate the License area to accommodate modifications to the Authority's Conduit System or to its tolled roadway system. However, such relocation shall be at the Authority's sole cost and shall occur in a manner not materially interfering in an adverse way with Licensee's use rights herein provided."

Authority Project No. 253F, which is scheduled to be advertised for construction bids on August 2, 2015, will provide the relocation required for the Sprint fiber optic duct bank between Curry Ford Road and S.R. 408 in order to accommodate the Authority's construction improvements. While the Authority has the responsibility to pay the cost of these this relocation, Sprint has indicated a desire to perform the work themselves and be reimbursed by the Authority. The Board has previously authorized this type of arrangement for previous relocations involving the same lease.

Board approval is requested to enter into an agreement with Sprint for the not-to-exceed amount of \$124,000.00 to reimburse Sprint for the cost of performing the relocation. This amount includes a contingency of approximately 15% which should be sufficient to cover any unforeseen field conditions. Sprint will only be paid final actual cost as confirmed by the Authority's representative on the 253F project.

## **REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Sprint Communications Company L.P. (hereinafter referred to as "Sprint"), whose mailing address is 6391 Sprint Parkway, Overland Park, Kansas 66251, Mail Stop: KSOPHT0101-Z2040 and Central Florida Expressway Authority (hereinafter referred to as "Authority" whose mailing address is 4974 ORL Tower Road, Orlando, FL 32807.

### **BACKGROUND:**

A. On or about May 31, 2001, Sprint and Authority entered into that certain Fiber Optic Conduit License Agreement (the "License Agreement") by which Sprint was granted a license to install fiber optic cable owned and maintained by Sprint in the Authority's conduit located within the right of way of State Road 417; and,

B. Authority desires to build and construct the widening of State Road 417, as well as drainage work on the route of the Authority's right of way via Project 417-110, and Project 253F ("Projects"); and,

C. As a result of the construction for the Projects, it is necessary for Sprint to relocate Sprint's fiber optic cable, in accordance with, and as more particularly described, in the attached Exhibit A (Scope of Work) and B (Cost Estimate), and incorporated herein; and,

D. In accordance with section 14.04 of the License Agreement, the Authority has the right to relocate Sprint's fiber optic cable upon 120 days written notice to Sprint; and,

E. The parties hereto agree that it is in their mutual best interest to have Sprint protect and relocate its fiber optic cable; and,

F. Under the terms hereinafter stated, Sprint is willing to protect and permanently relocate its fiber optic cable within the Authority's right of way, in order to accommodate the Authority's work, provided Authority reimburses Sprint for all of its actual costs, both direct and indirect, in making such modifications; and,

G. It is anticipated by the parties that the permanent relocation of the fiber optic cable shall be completed as completion of the Project allows, most likely in the Fall or Winter of 2015.

### **AGREEMENT**

In consideration of the promises and mutual covenants herein contained, Sprint hereby agrees to perform the necessary protection and permanent relocation work in accordance with the attached Exhibits A and B subject to the following terms and provisions:

1. The Authority agrees that Exhibits A and B represent the Scope of Work requested of Sprint.
2. Sprint agrees to coordinate all work hereunder with Authority and Authority agrees that it shall, at its own expense, inspect any construction by Sprint hereunder, to assure itself that Sprint work is being performed in compliance with the needs of the Authority. Sprint further agrees that, excluding delays that are not reasonably within Sprint's control, Sprint shall substantially complete the permanent relocation of the fiber optic cable as quickly as reasonably possible and in no event later than 120 days after receipt of the Authority's notice requiring Sprint to perform the permanent relocation.
3. The Authority agrees to bear all direct and indirect costs incurred by Sprint and relating to the above referenced protection and relocation work, including, but not limited to, labor, materials, construction, damages, administrative overhead, engineering review work, taxes and legal fees.

4. The total cost of the fiber optic cable Work is estimated to be One Hundred Seven Thousand Six Hundred Fifty Nine and 28/100 dollars (\$107,659.28) (as set forth on Exhibit B attached hereto and incorporated herein). Final actual costs may be more or less than such estimate, which will not be construed as a limitation of costs for the project. Sprint will promptly provide notice to Authority if it becomes obvious to Sprint that the final actual costs will exceed the foregoing by more than fifteen percent (15%).
5. Within a reasonable period of time after Sprint pays all of the invoices associated with the protection and relocation work and the as-built drawings are complete, Sprint will furnish an accounting of final actual costs and provide Authority an invoice of the same. Authority shall pay the full amount of such invoice within thirty (30) days after receipt.
6. Authority and Sprint mutually agree that all operations and work performed by Authority above or adjacent to the fiber optic cable location shall be performed in a workmanlike and safe manner and in conformance with all applicable industry standards and government regulations, and in accordance with any restrictions and conditions that may be imposed by Sprint from time to time. Inasmuch as work on the Projects is located in areas of the right-of-way that do not conflict with the location of Sprint's fiber optic cable, the Authority shall be permitted to proceed with its work on the Projects during the relocation process. However, the Authority shall coordinate its work schedule on the Projects with Sprint's schedule in order to ensure that neither the Authority, nor its contractors, subcontractors or agents, cause damage to Sprint's fiber optic cable during and after the permanent relocation process.
7. Exclusive of Saturday, Sunday and legal holidays, notice must be given to Sprint by Authority, at least 48 hours in advance of commencement of any work on or adjacent to the fiber optic cable. The notice shall be given to Sprint at telephone number 1-800-521-0579.
8. If either party breaches any of the terms, covenants or provisions of this Agreement, and the other party commences litigation to enforce any provisions of this Agreement or the aforesaid License Agreement, the cost of attorney's fees and the attendant expenses will be payable to the prevailing party by the non-prevailing party upon demand.
9. Insofar as it legally may, each party agrees to indemnify and hold harmless the other party, its officers directors, agents and employees from all loss, claims, liability and costs incurred by the indemnified party, resulting from claims for damages to property or injuries to or death of persons, including judgments, court costs and attorney's fees relating thereto, which arise out of or are claimed to have arisen out of the acts or omissions of the indemnifying party, its contractors, agents, or employees with respect to the Projects and the relocation of the fiber optic cable, including the construction, maintenance, or other operations or activities of the indemnifying party.
10. It is expressly understood by the parties hereto that this Agreement does not modify the respective rights of the parties hereto pursuant to the License Agreement.
11. With the exception of the License Agreement, this Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the fiber optic cable permanent relocation work by and between Sprint and the Authority.
12. The terms of this Agreement shall be binding and inure to the benefits of the parties hereto and their successors and assigns.
13. Notwithstanding anything to the contrary contained herein, Sprint will not be required to perform any cable modification work contemplated by this Agreement during the period of November 15th of any year through January 2nd of the following year.

The parties have caused this Agreement to be executed by their proper duly authorized officials as of the dates indicated below.

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

**SPRINT COMMUNICATIONS COMPANY L.P.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: : \_\_\_\_\_

DATE: : \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Approved as to form and execution, only.

General Counsel for the AUTHORITY

\_\_\_\_\_



## **Exhibit A**

### **SCOPE OF WORK**

The Scope of Work for this project is the relocation approximately of 18,754 LF of the 108 Fiber Cable to a new permanent location with a new 108 Fiber Cable on SR 417 in the East ROW from Curry Ford Rd to SR 408 in the North ROW between existing MH109 at Ramp E Sta 406+00 on SR 417 (Project 417-110) to existing MH 1761 at Sta 178+42 on SR 408 (Project 253F). This relocation is due to the Central Florida Expressway Authority Projects 417-110 and 253F for SR 417 widening from two lanes to three lanes in each direction going North & South with median and new off ramps and drainage work. The construction on these projects will be work by the roadway contractor that is awarded the projects from Central Florida Expressway Authority. This project is 100% reimbursable from the Central Florida Expressway Authority to Sprint. The project is located on Sprint as-built numbers: 246-00-000-885-00064-1 of 1 to 00076-1 of 1.

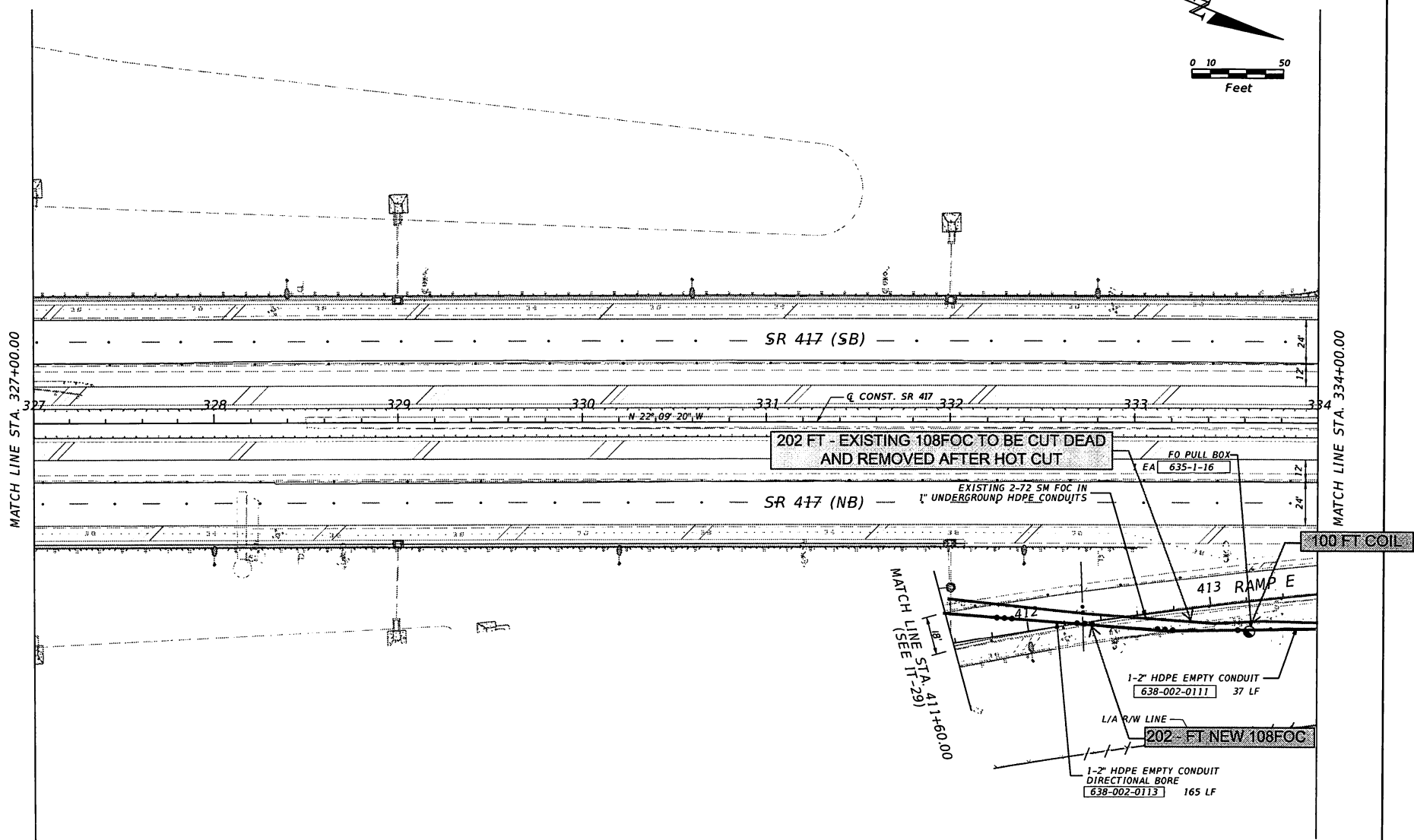
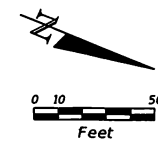
## **Exhibit B**

### **ESTIMATE**

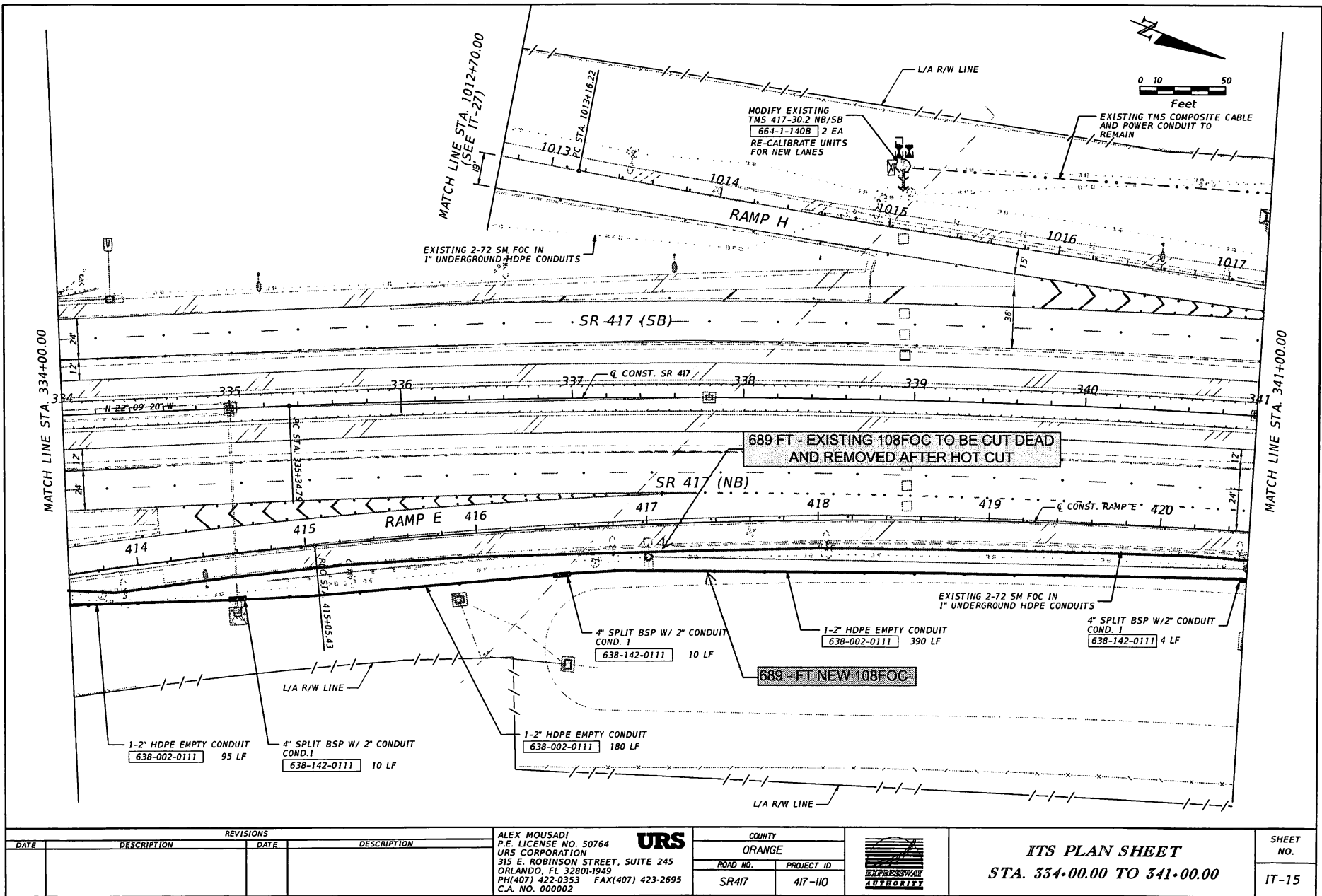
#### **LABOR & MATERIAL**

Material	\$17,308.51
Fiber Optic Cable	
Splice Closures	
Splice Trays	
Heat Shrinks	
Construction Labor	\$47,382.12
Placing new 108 Fiber	
Removing old Fiber	
Contract Labor	\$21,340.00
Inspector	
Splicing	
Tech's III for Cutover	
Sprint Labor	\$21,628.65
Drafting	
Project Engineer	
Grand Total	\$107,659.28

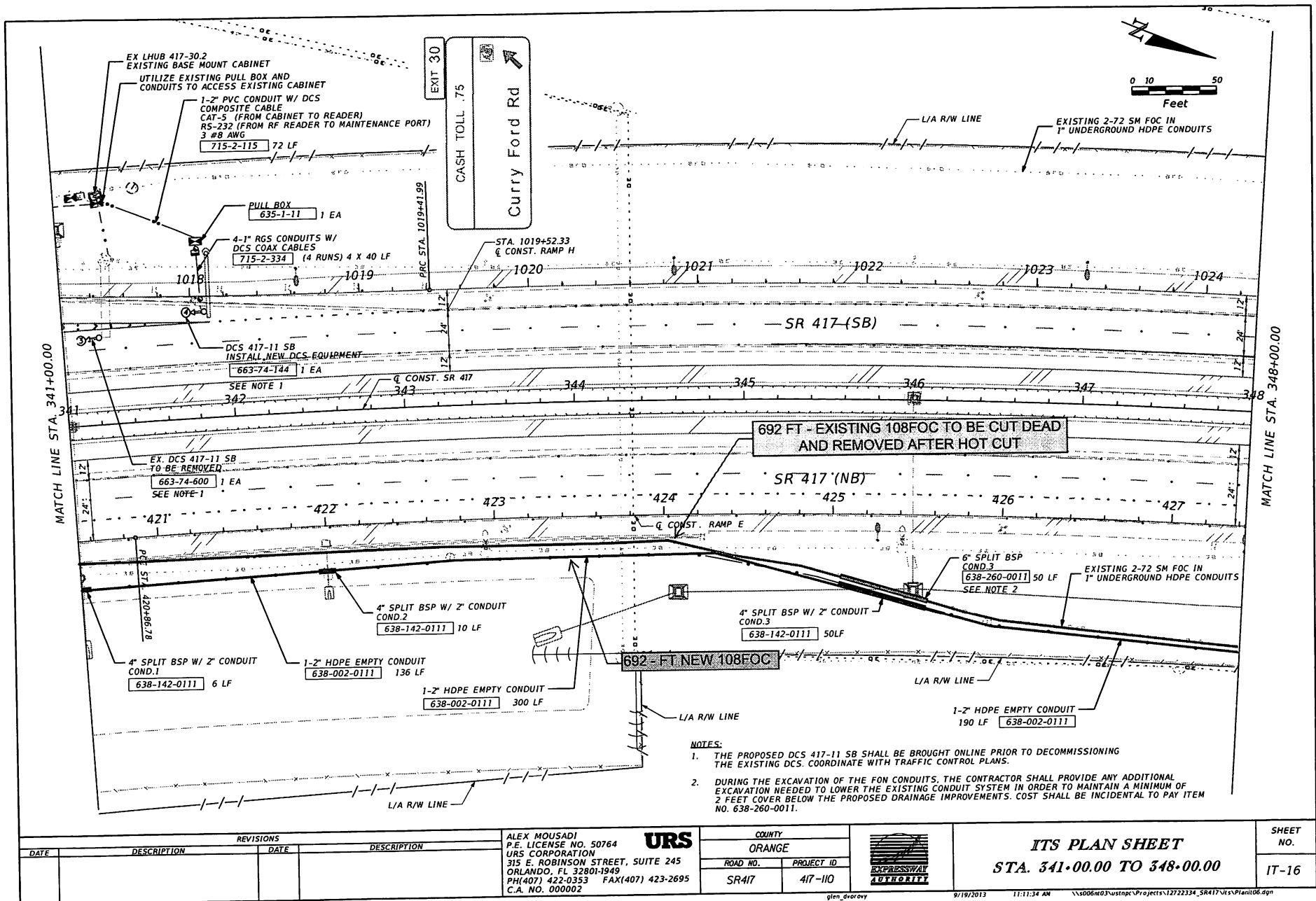




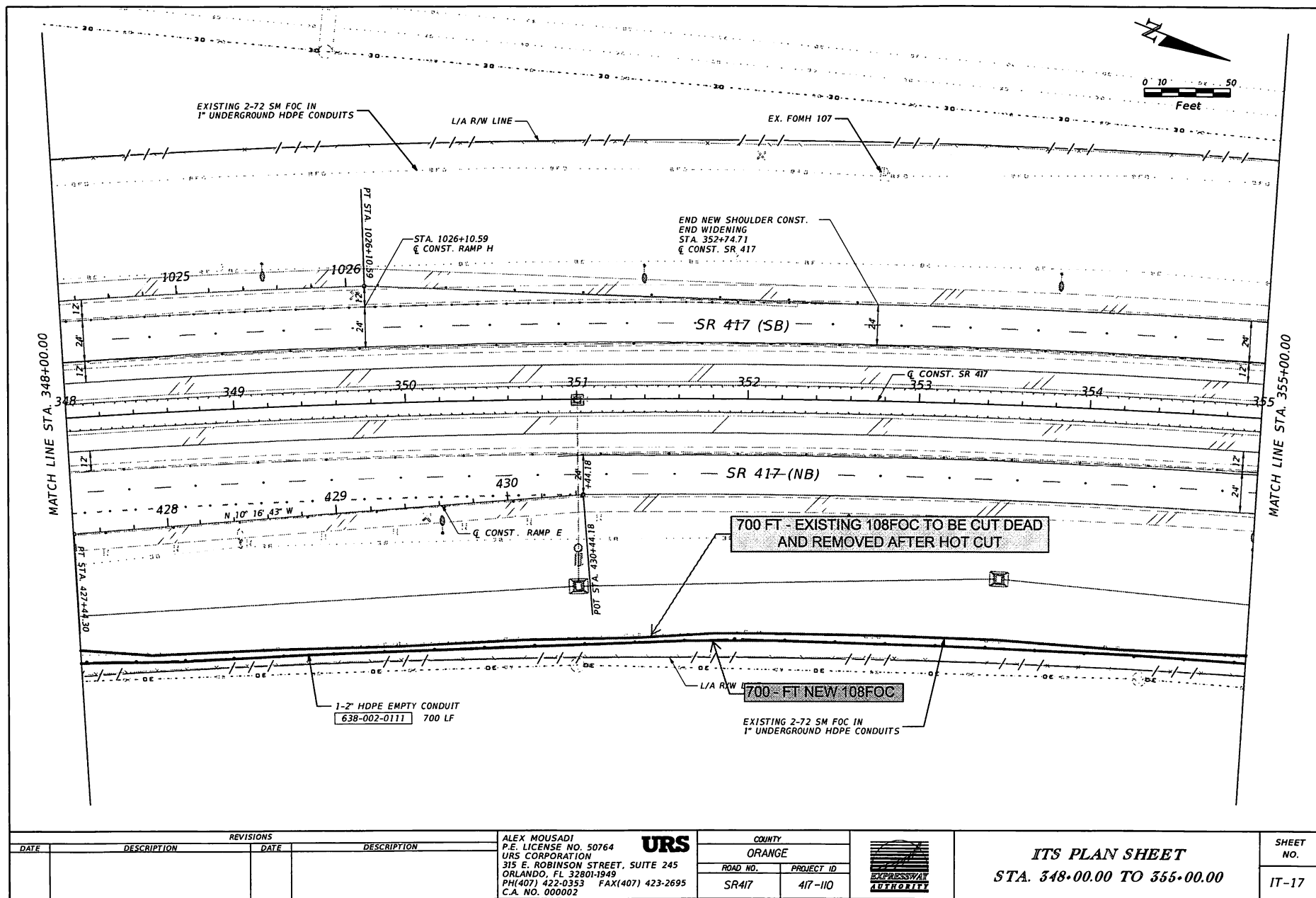
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					SR417	417-IIO				



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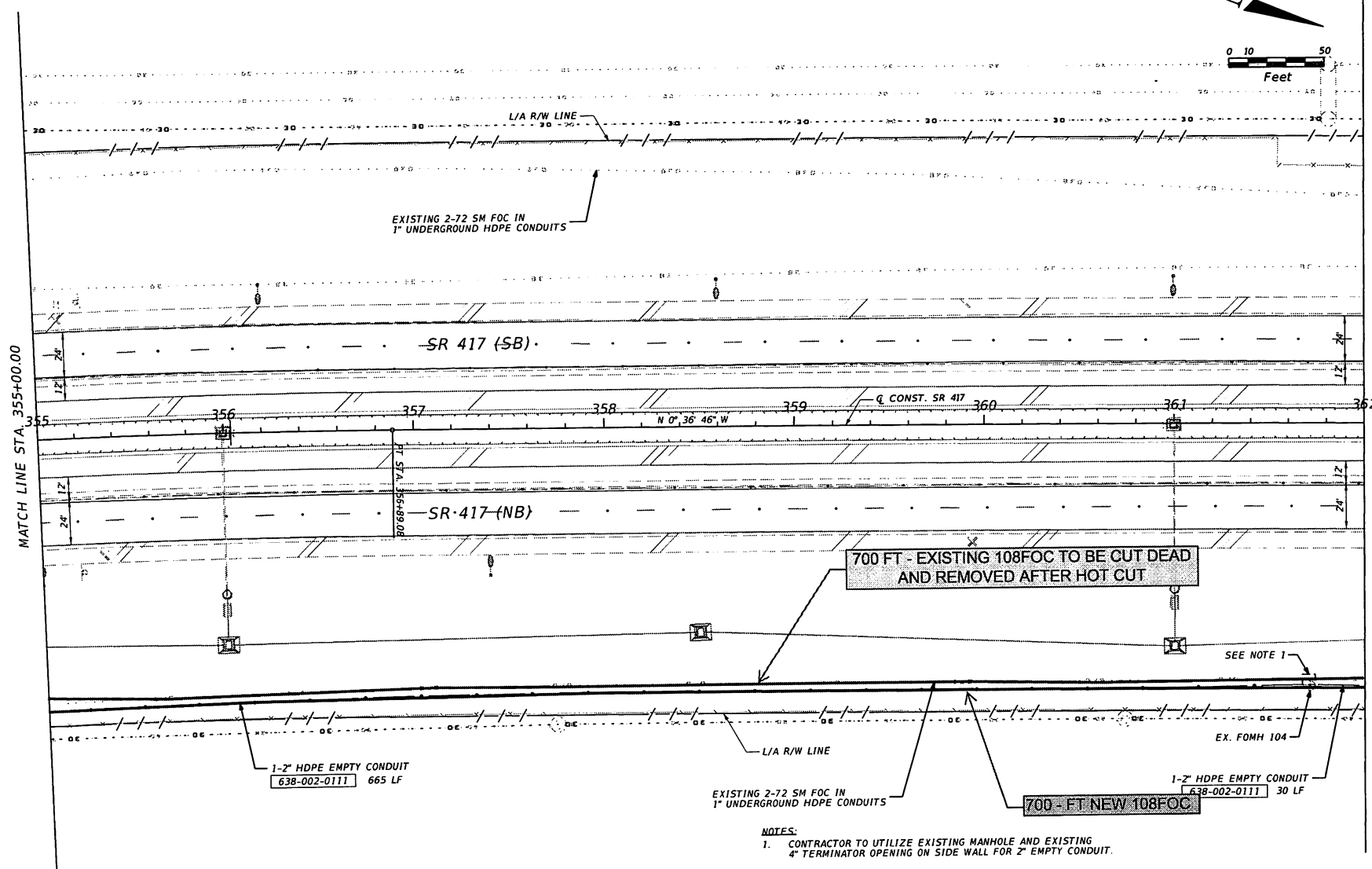









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NOTES:

1. CONTRACTOR TO UTILIZE EXISTING MANHOLE AND EXISTING 4\"/>

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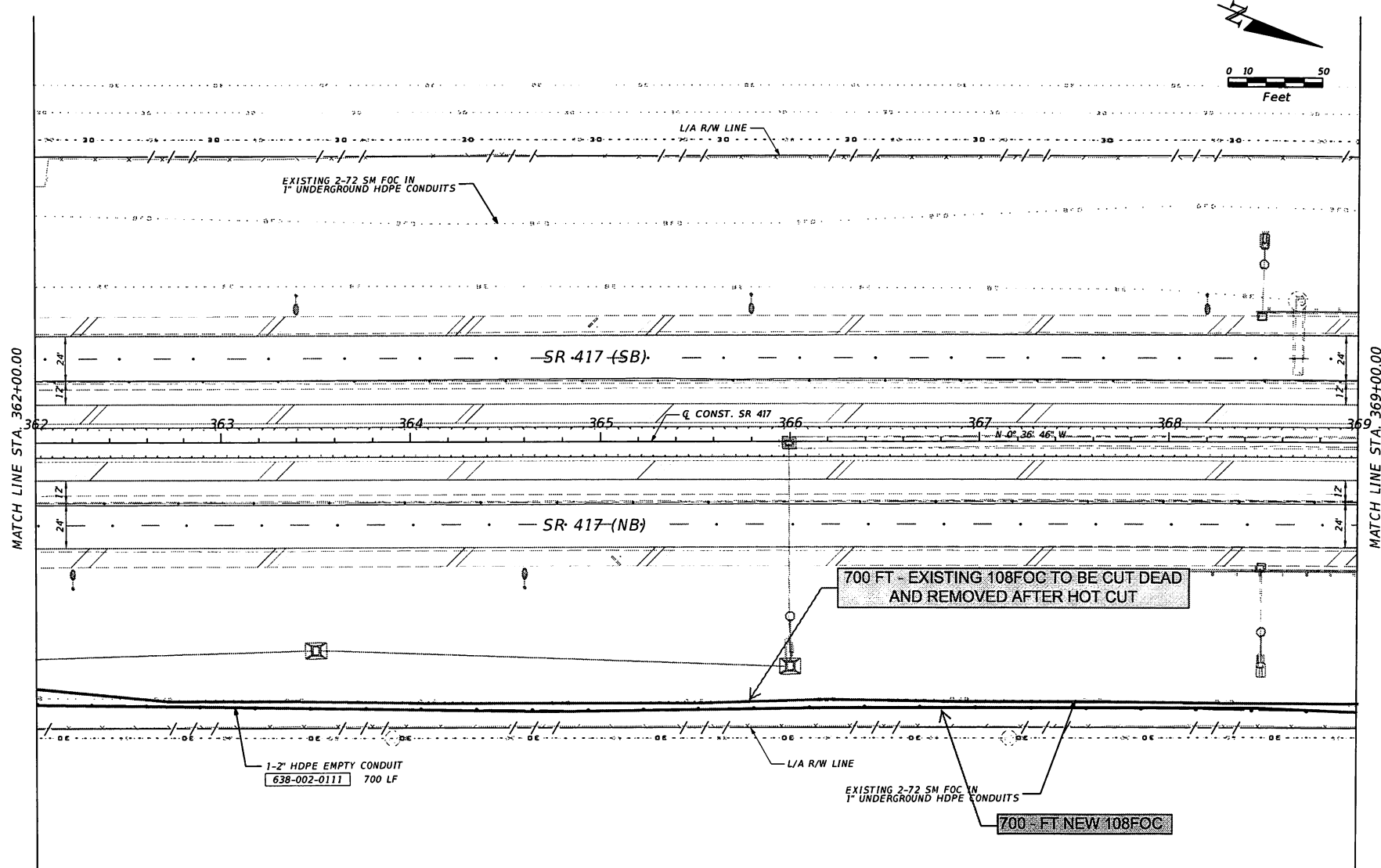
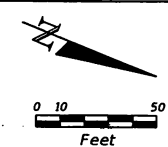
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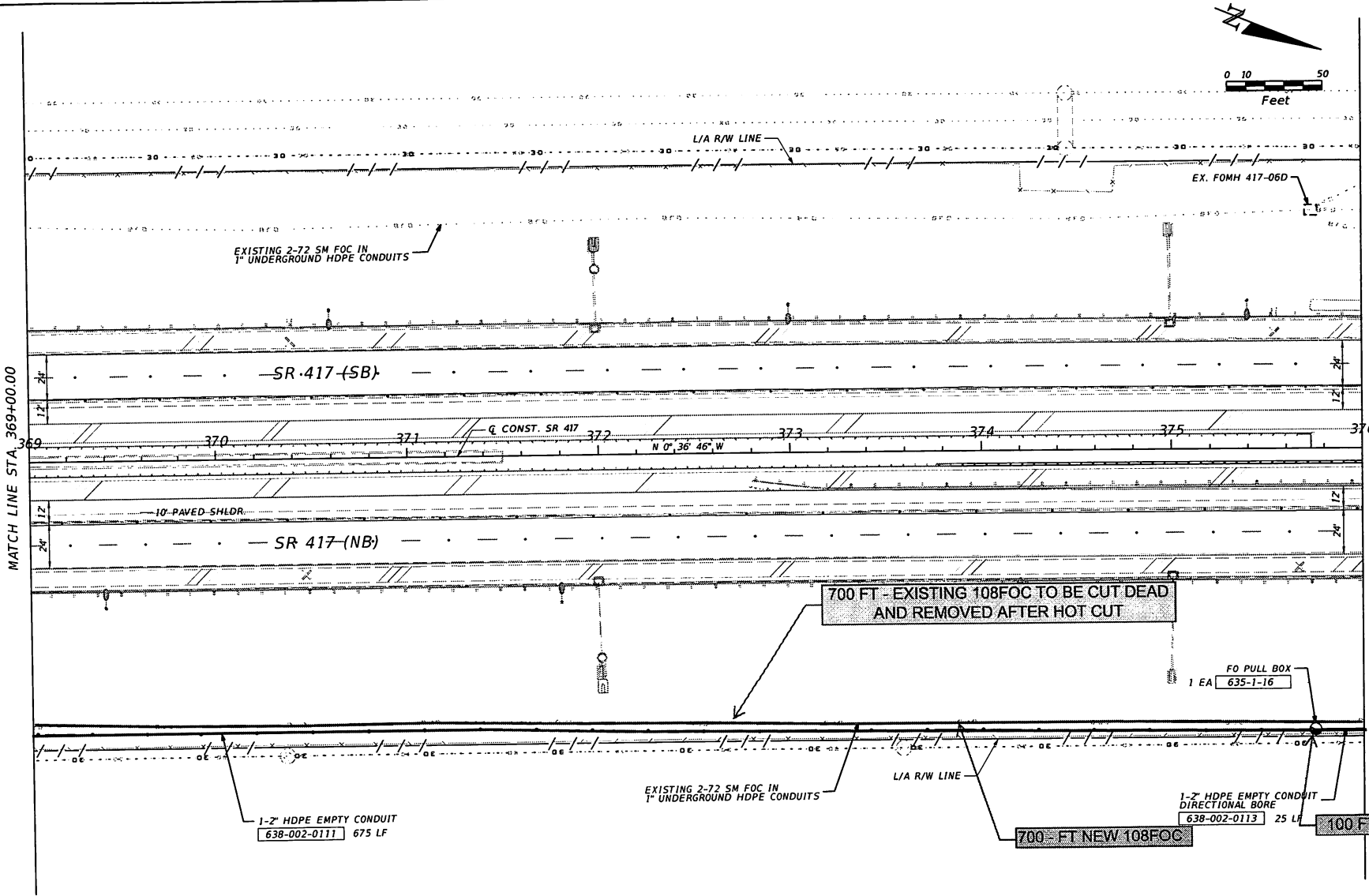
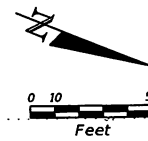
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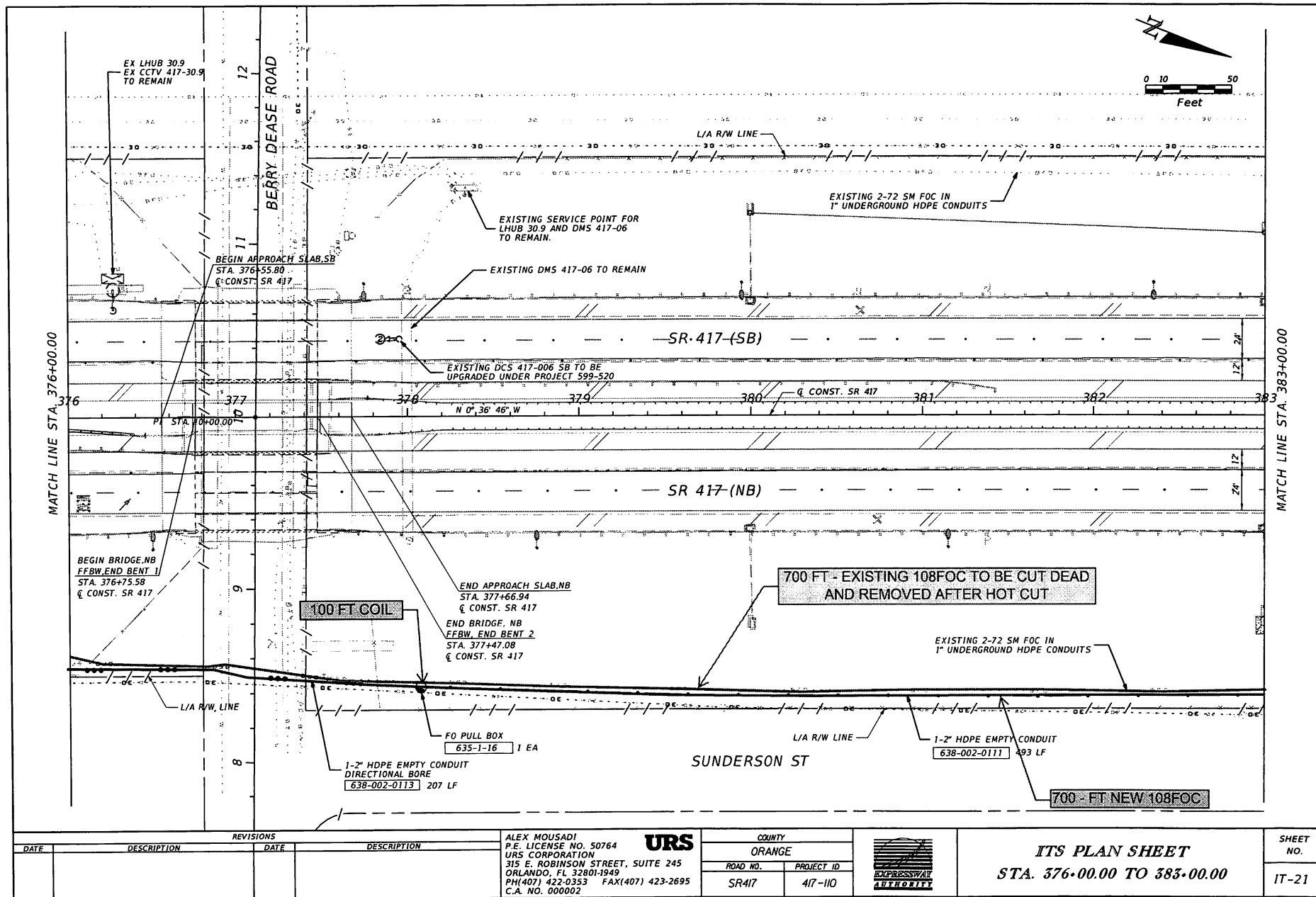
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**ALEX MOUSADI**  
 P.E. LICENSE NO. 50764  
**URS CORPORATION**  
 315 E. ROBINSON STREET, SUITE 245  
 ORLANDO, FL 32801-1949  
 PH(407) 422-0353 FAX(407) 423-2695  
 C.A. NO. 000002

COUNTY <b>ORANGE</b>	
ROAD NO. <b>SR417</b>	PROJECT ID <b>417-110</b>

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ALEX MOUSADI  
 P.E. LICENSE NO. 50764  
 URS CORPORATION  
 315 E. ROBINSON STREET, SUITE 245  
 ORLANDO, FL 32801-1949  
 PH(407) 422-0353 FAX(407) 423-2695  
 C.A. NO. 000002



COUNTY	
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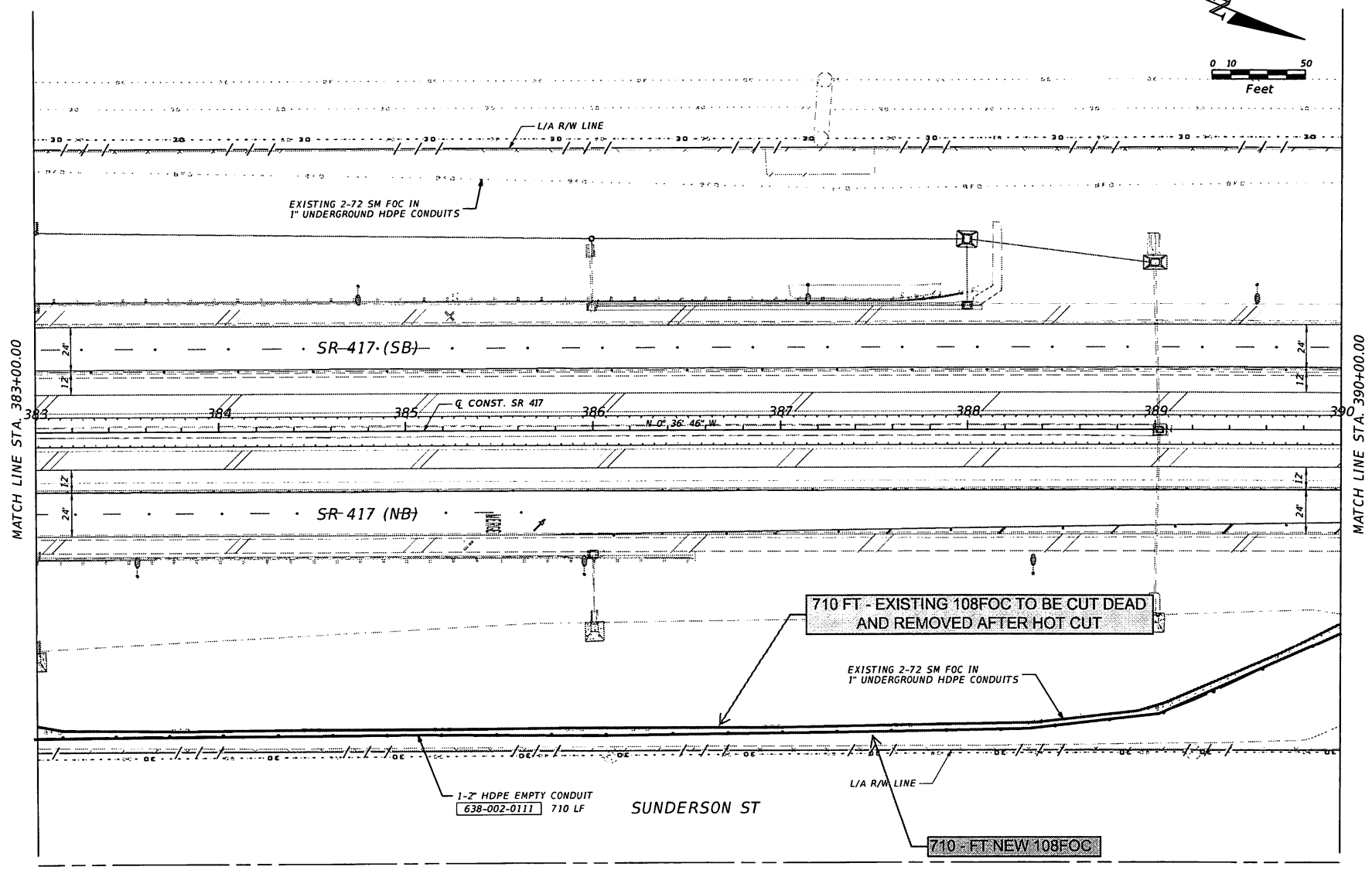
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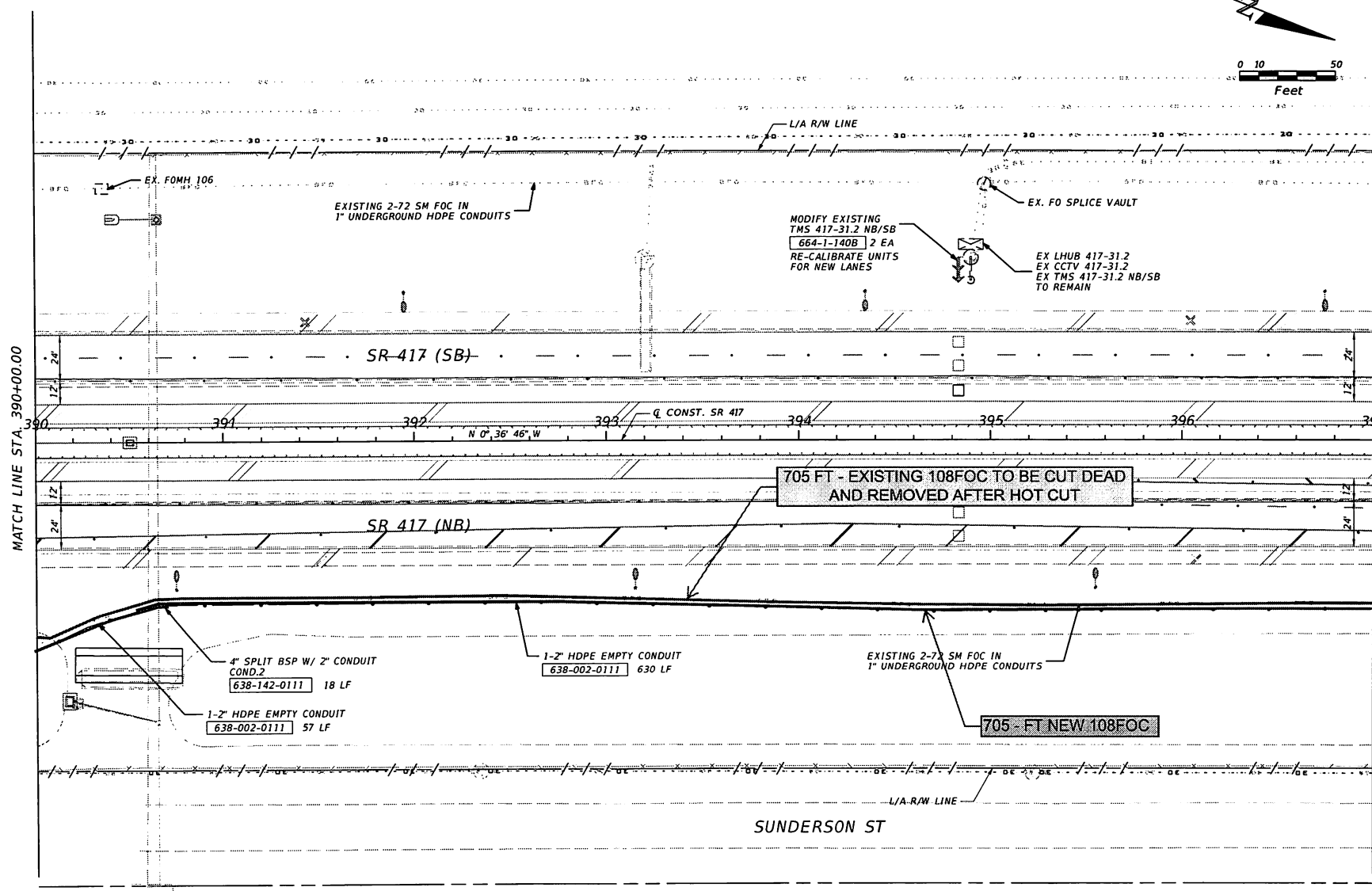


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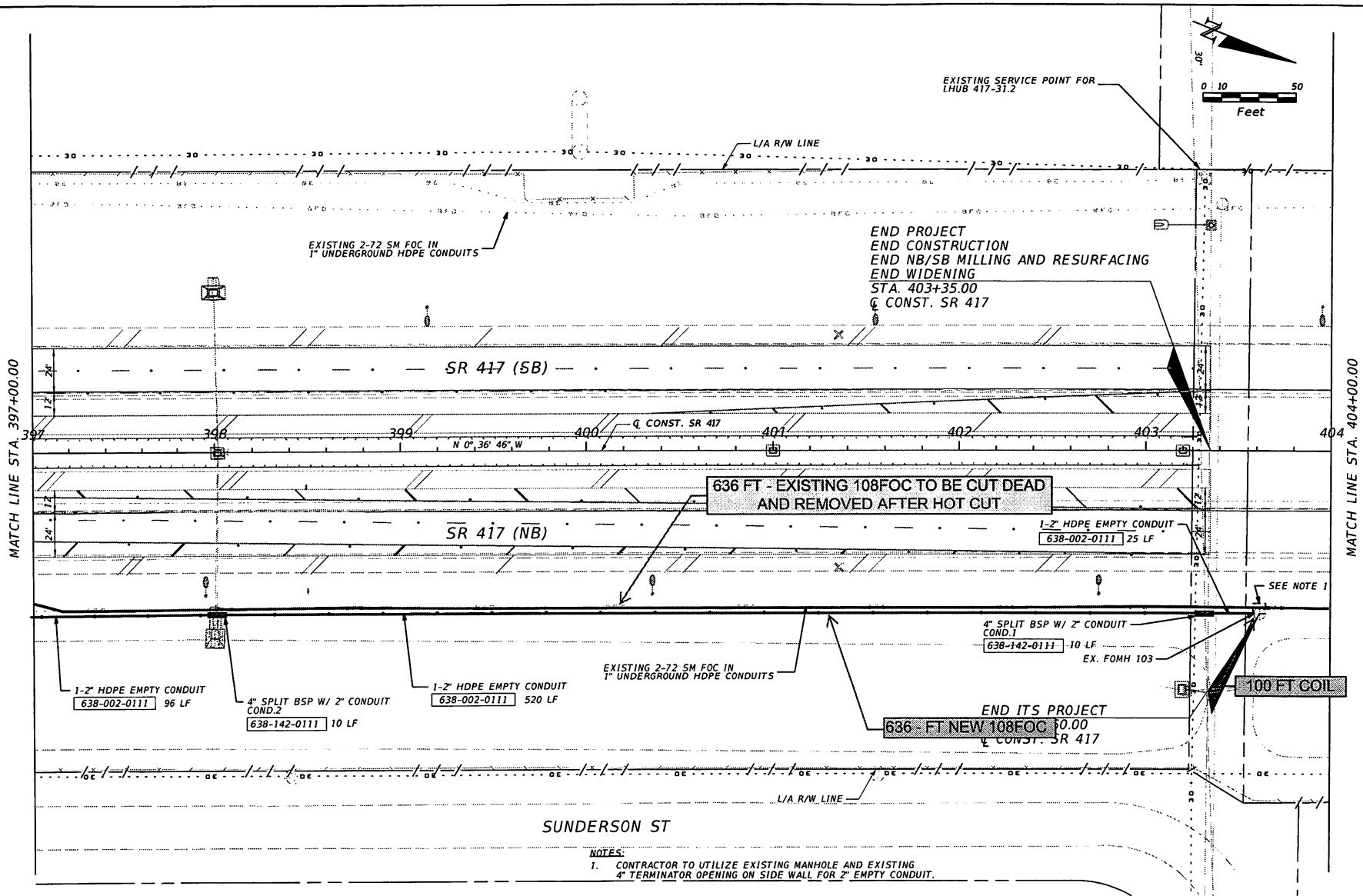
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- NOTES:
- CONTRACTOR TO UTILIZE EXISTING MANHOLE AND EXISTING 4\"

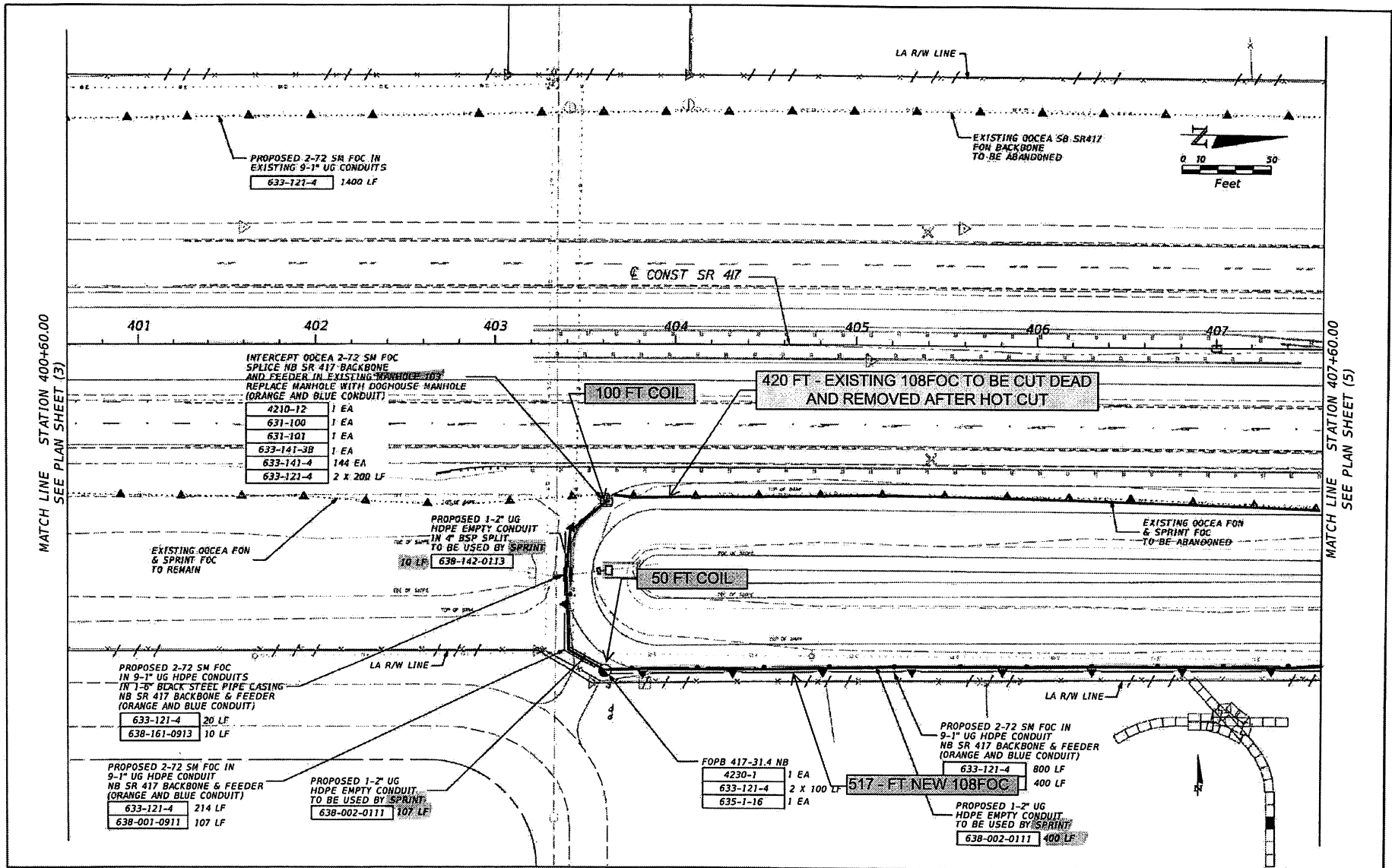
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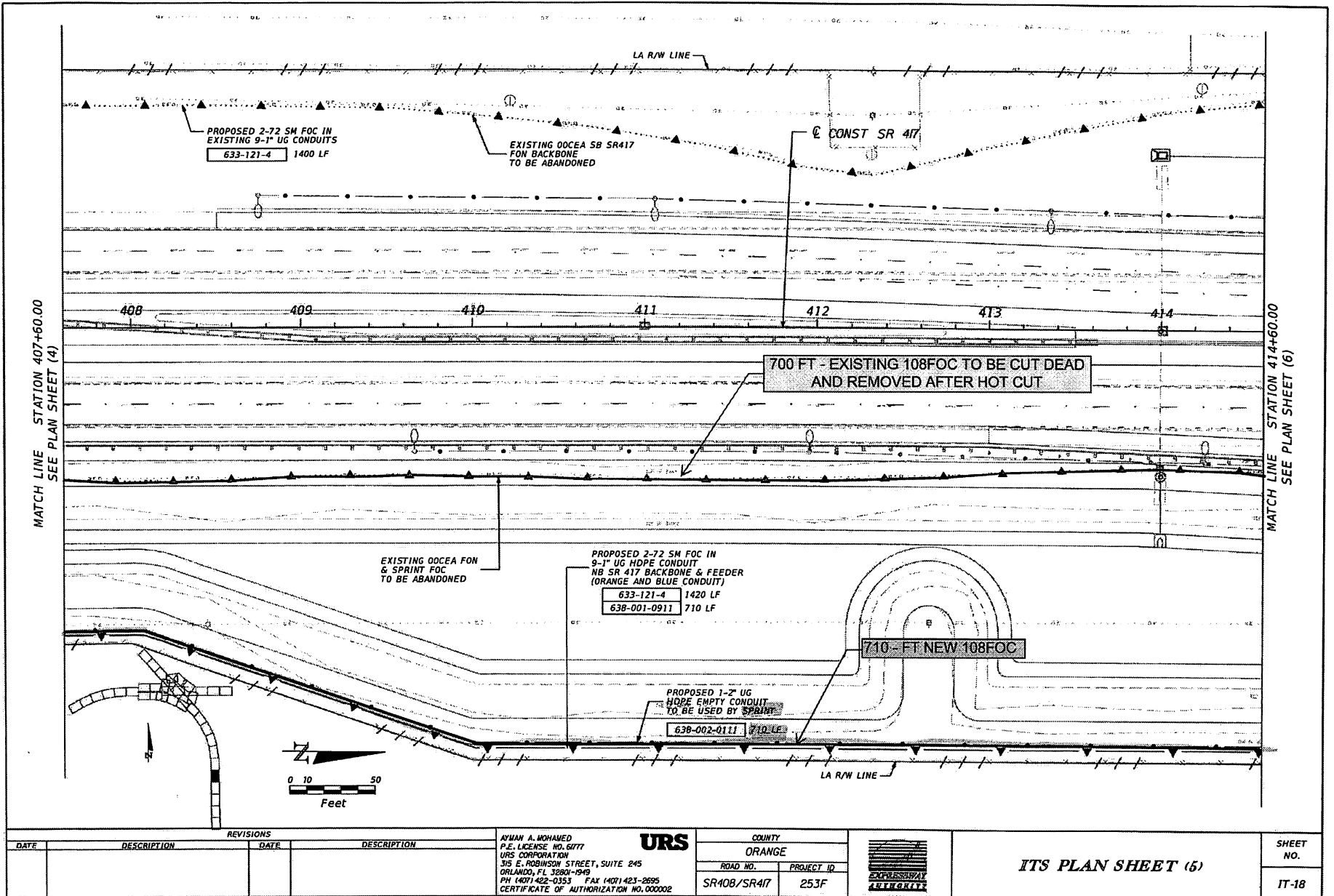
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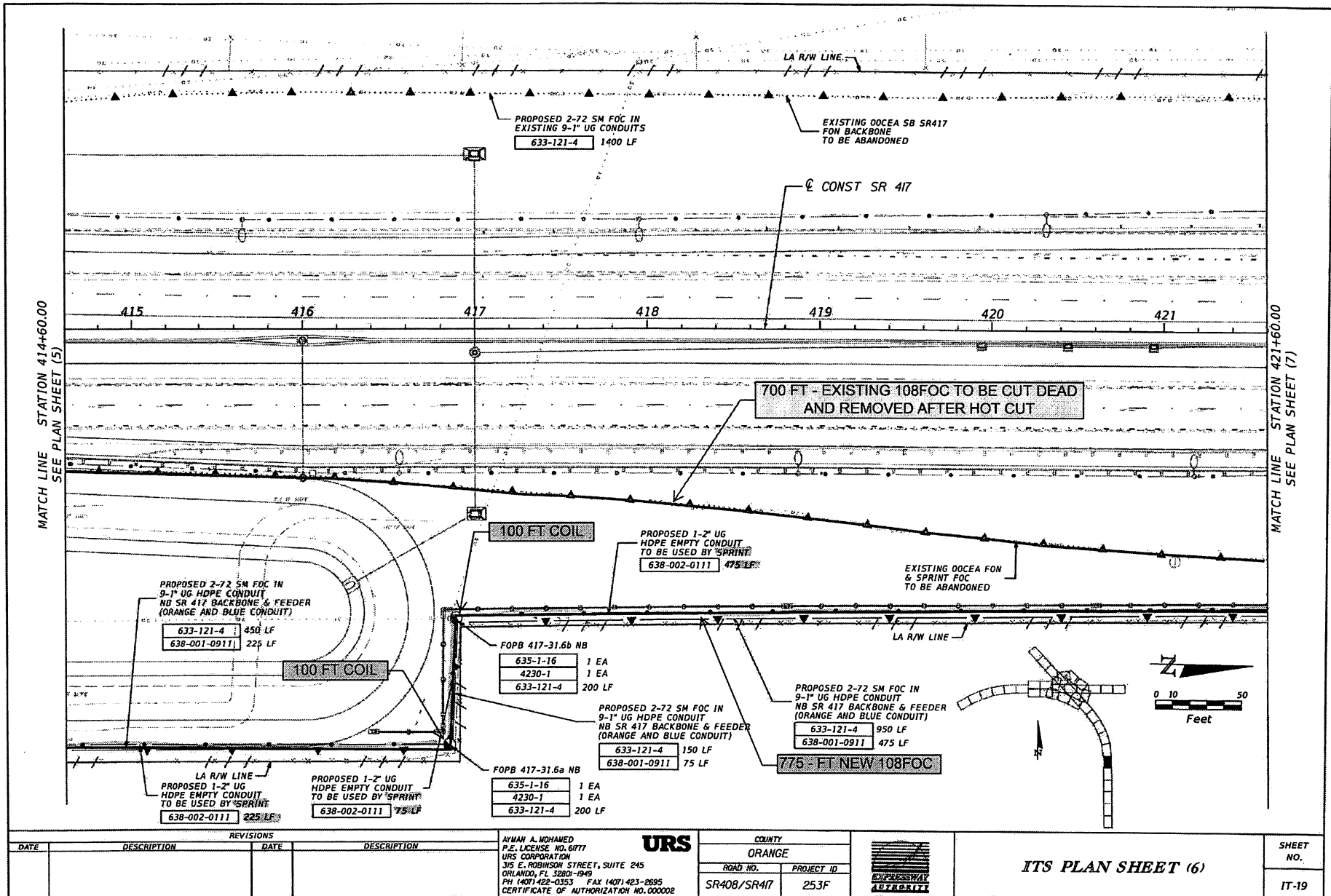
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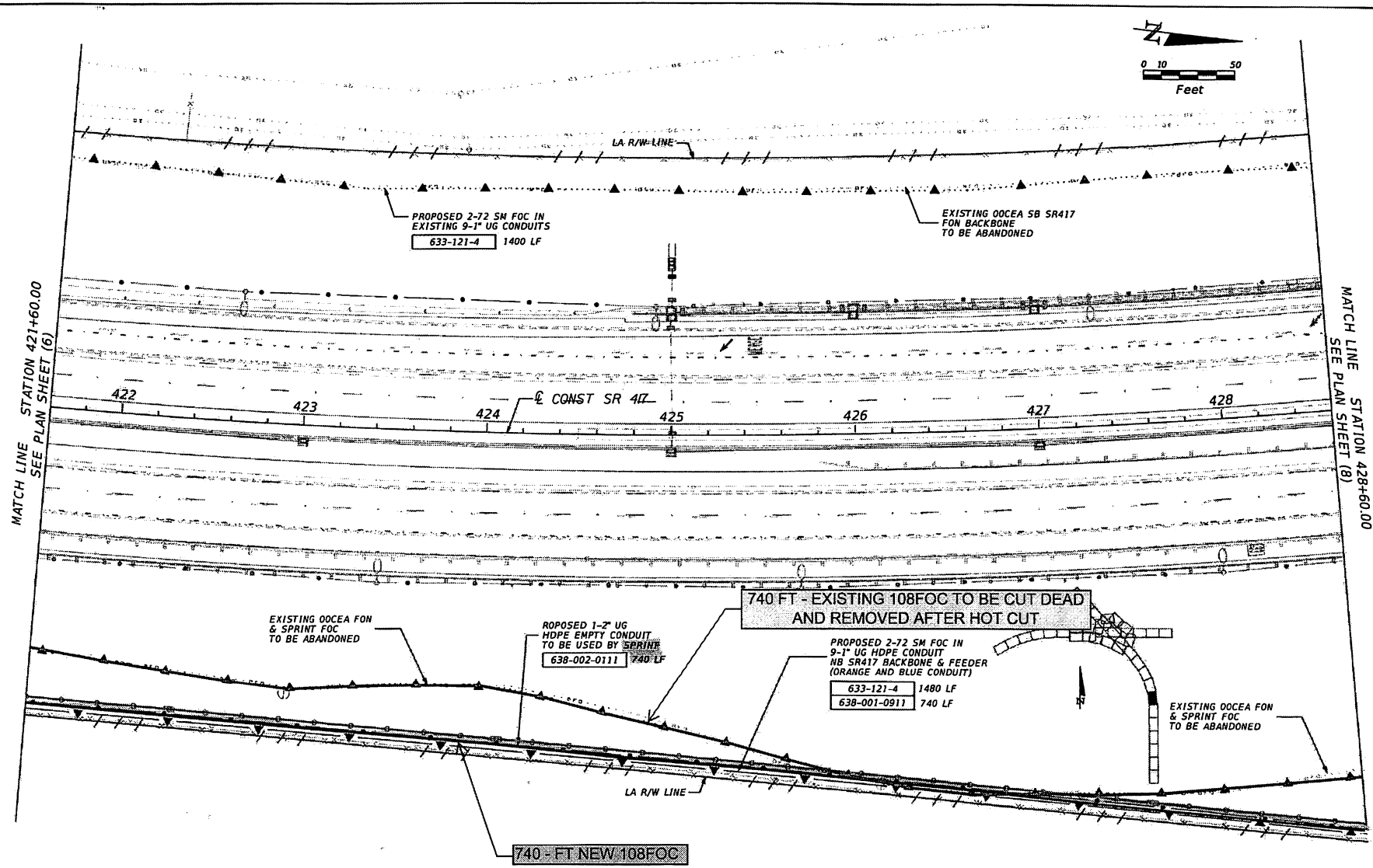
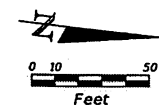


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**AYMAN A. MOHAMED**  
P.E. LICENSE NO. 61777  
URS CORPORATION  
315 E. ROBINSON STREET, SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353 FAX (407) 423-2695  
CERTIFICATE OF AUTHORIZATION NO. 000002

**URS**

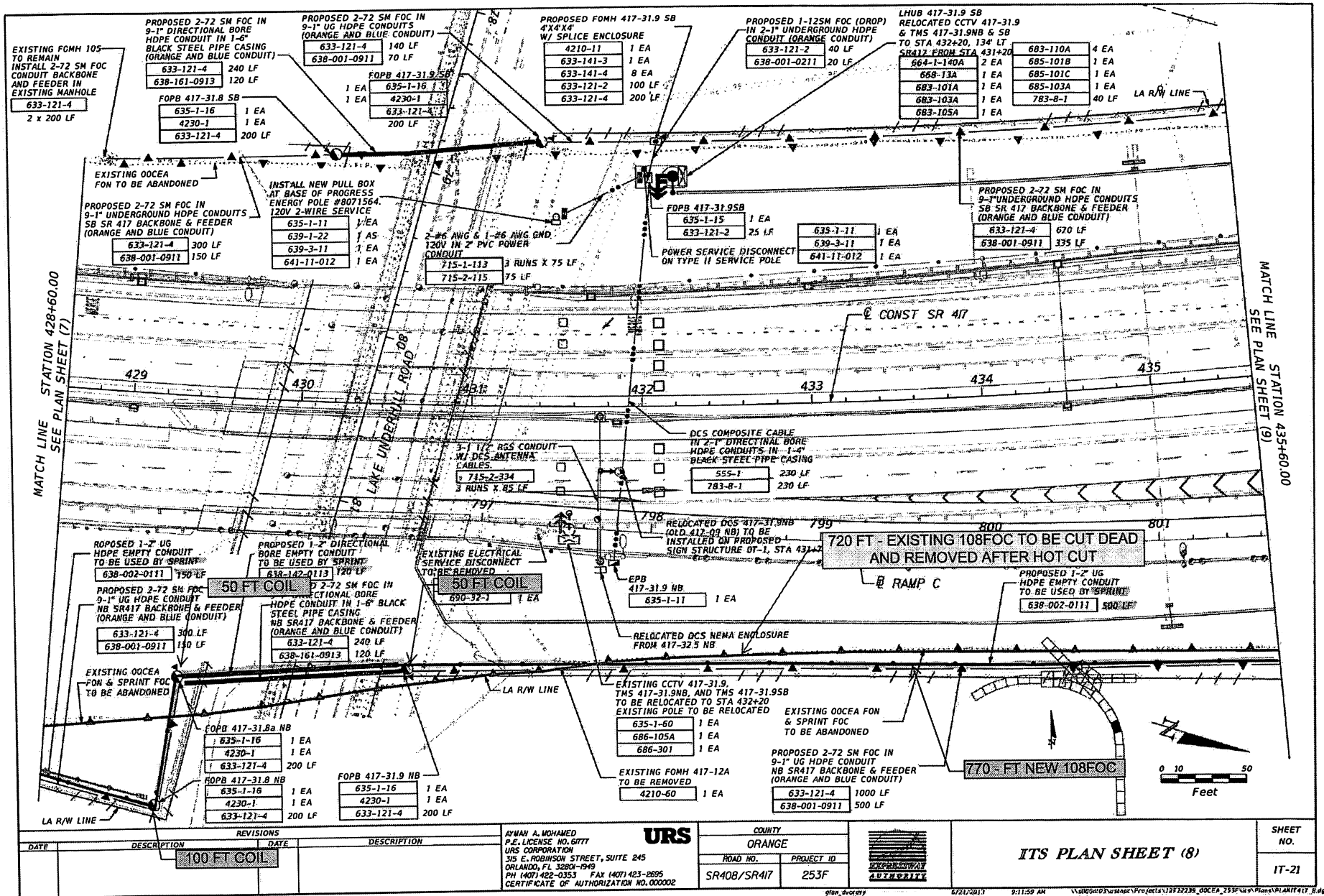
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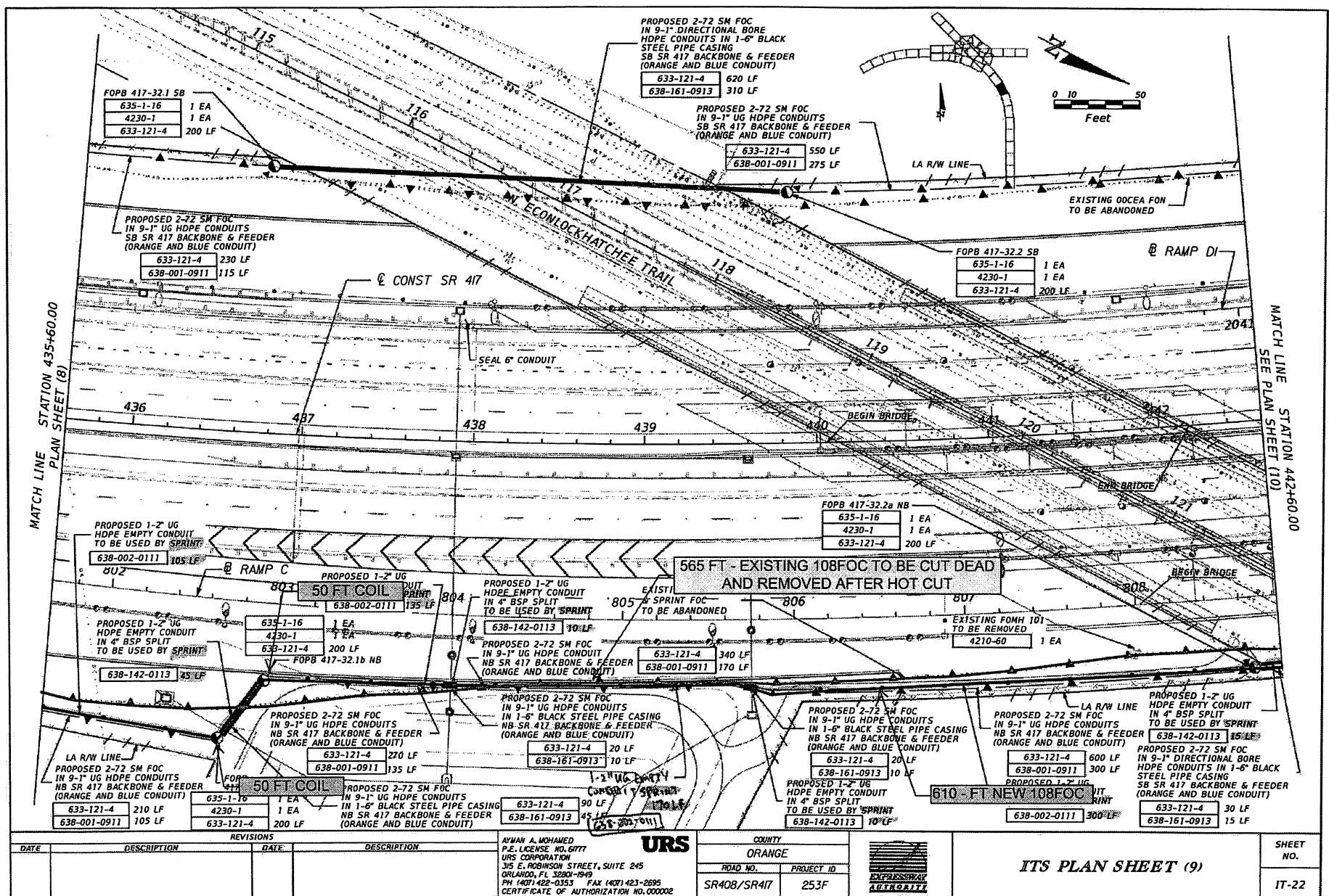
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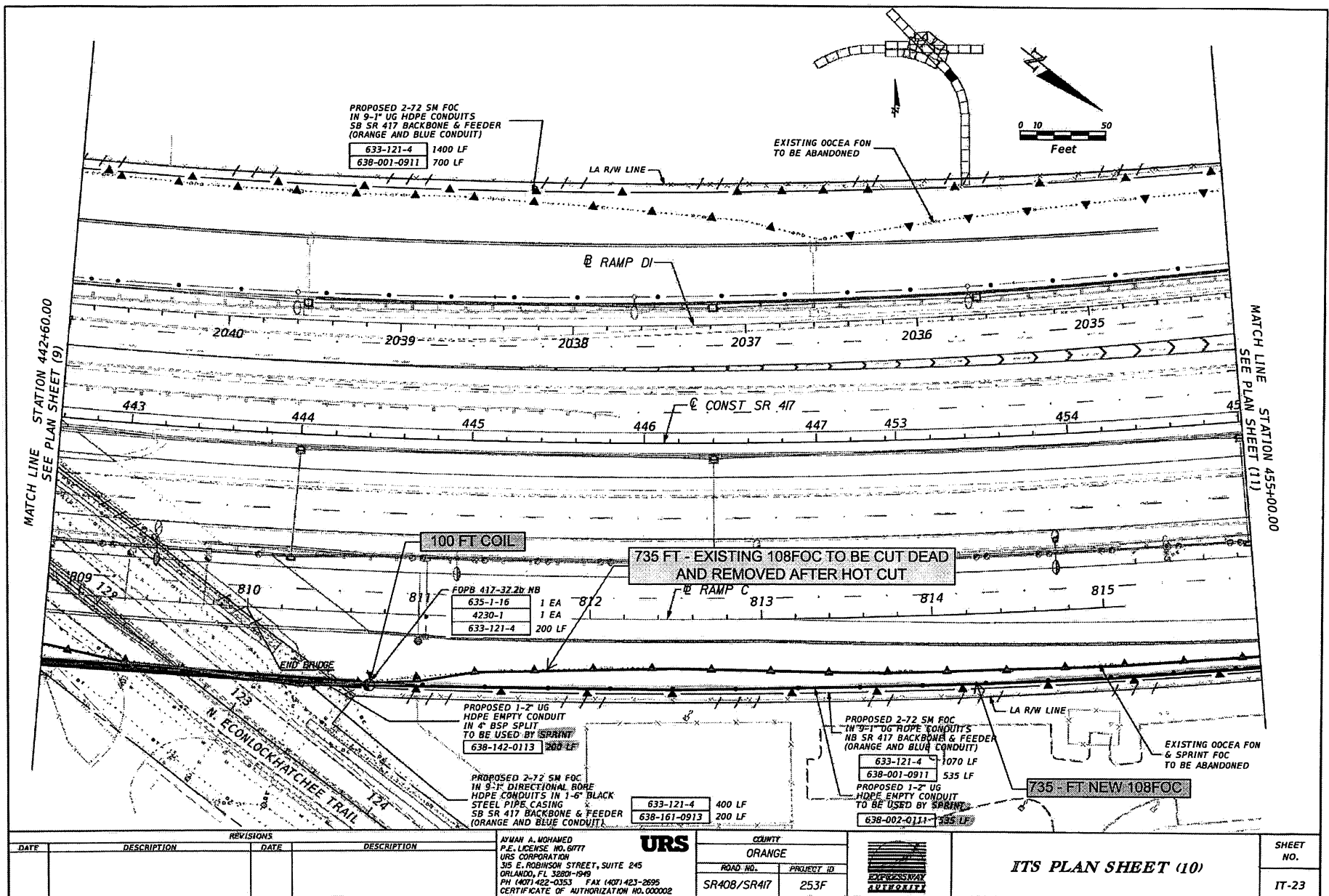
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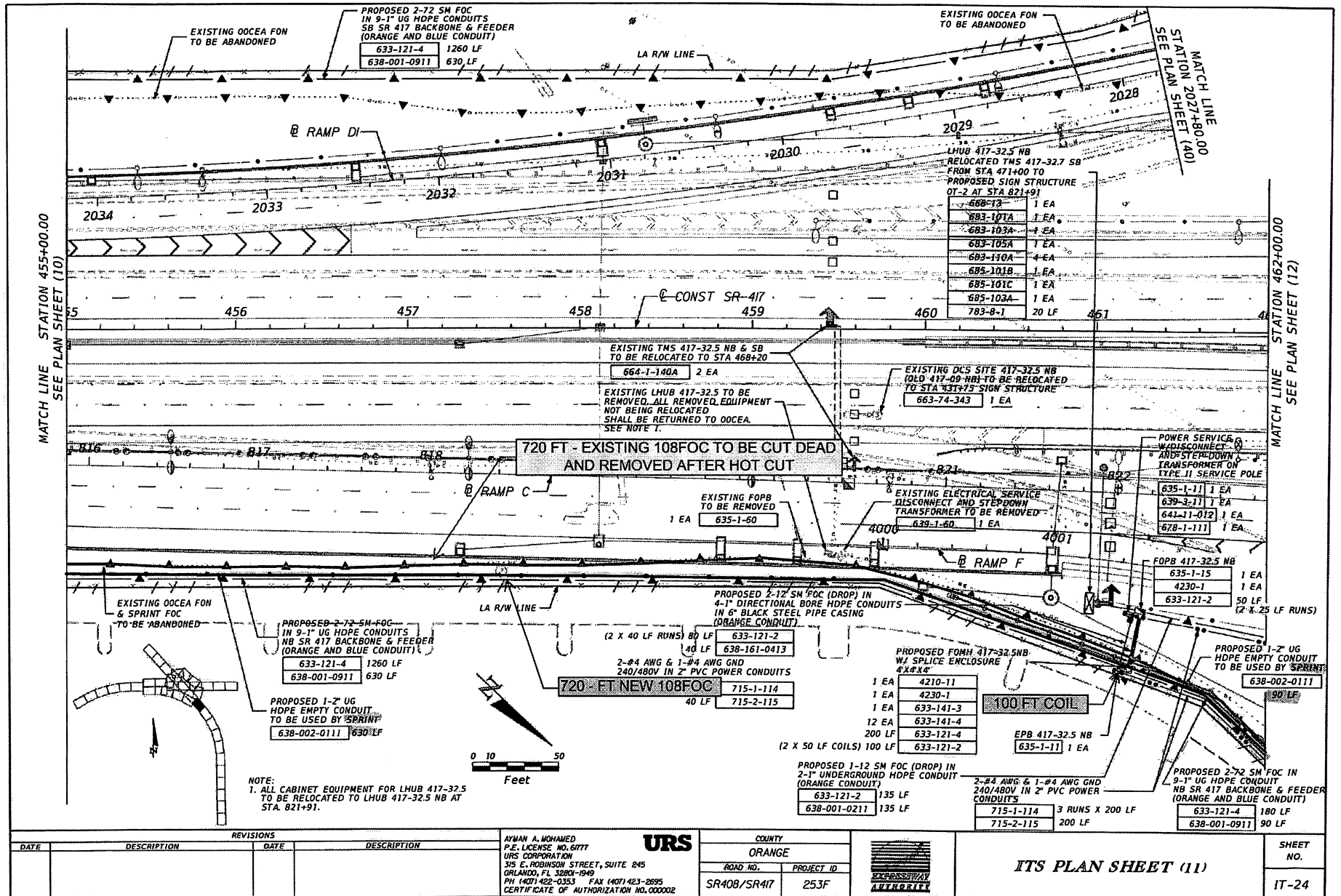
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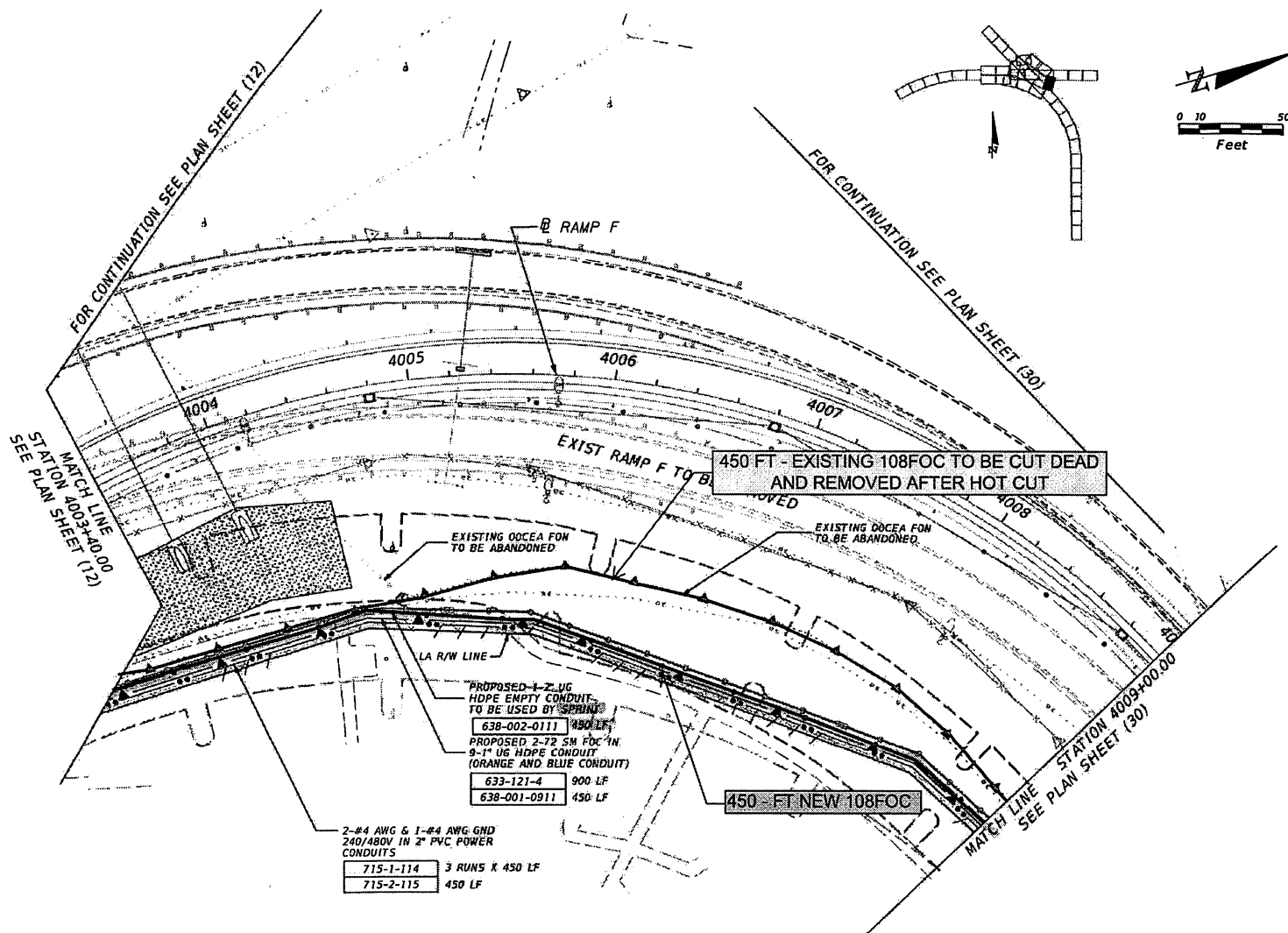
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REVISIONS				<div>RYMAN A. MOHAMED</div> <div>P.E. LICENSE NO. 6177</div> <div>URS CORPORATION</div> <div>315 E. ROBINSON STREET, SUITE 245</div> <div>ORLANDO, FL 32801-1949</div> <div>PH (407) 422-0153 FAX (407) 423-2695</div> <div>CERTIFICATE OF AUTHORIZATION NO. 000002</div>	<div>URS</div>	COUNTY			<div>ITS PLAN SHEET (41)</div>	<div>SHEET NO.</div> <div>IT-54</div>
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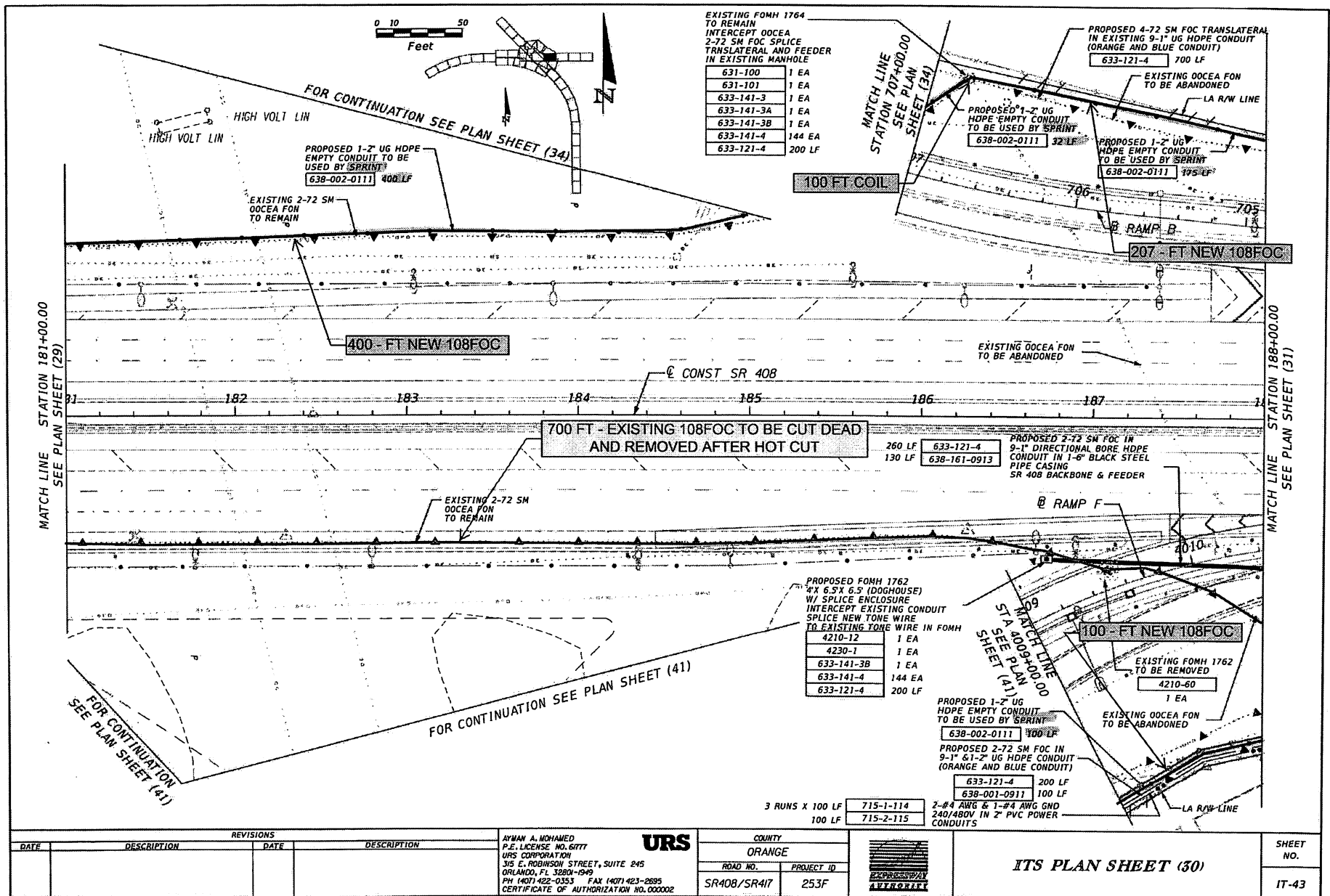
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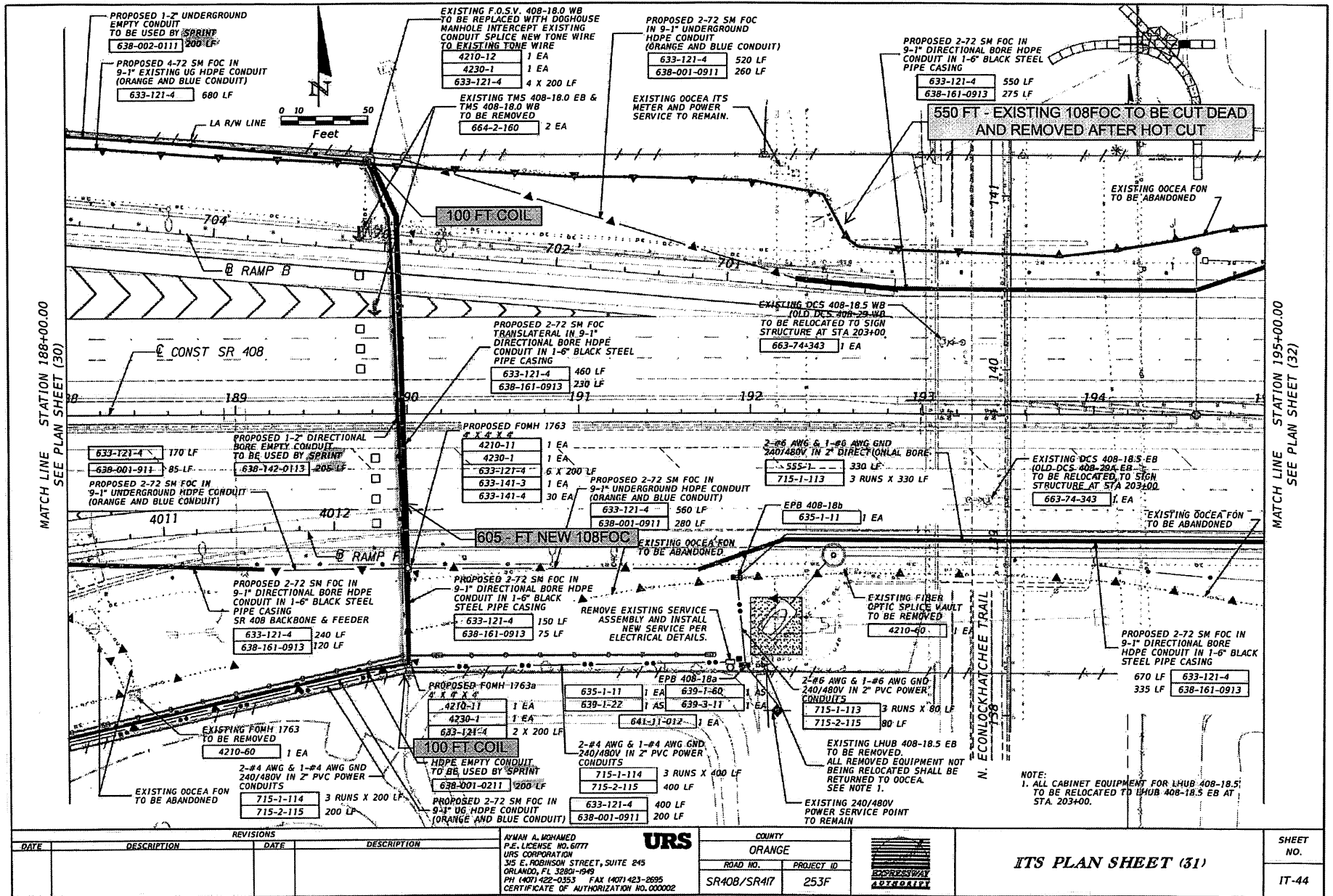


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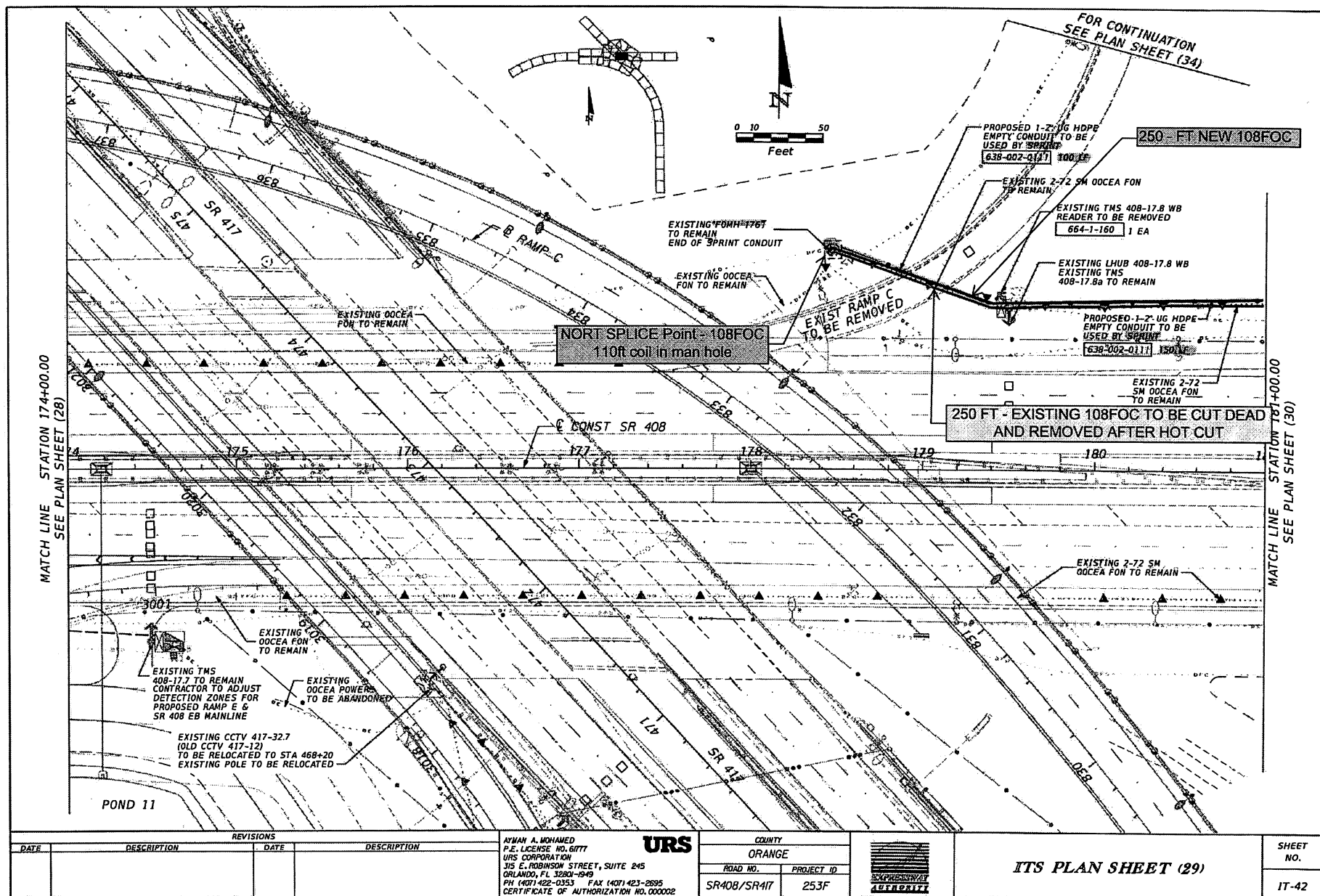
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**FIBER OPTIC CONDUIT LICENSE AGREEMENT  
BETWEEN  
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
AND  
SPRINT COMMUNICATIONS COMPANY L.P.**

OR293557;10

May 24, 2001

*ARN 47795; PN 110590*

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## **FIBER OPTIC CONDUIT LICENSE AGREEMENT**

### **PREAMBLE**

THIS AGREEMENT, executed this \_\_\_\_ day of \_\_\_\_\_, 2001 (the "Effective Date"), between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, which has a place of business at 525 South Magnolia Avenue, Orlando, Florida 32801 (the "Authority"), and SPRINT COMMUNICATIONS COMPANY L.P. which has a place of business at 6391 Sprint Parkway, Mail Stop KSOPHT0101-Z2040, Overland Park, Kansas 66251-2040 ("Licensee").

### **WITNESSETH:**

**WHEREAS**, the Authority has constructed and currently owns a fiber optic cable network and Conduit System; and

**WHEREAS**, the Conduit System currently contains or can be made to contain telecommunication capacity temporarily in excess of the amount needed to meet the Authority's current needs; and

**WHEREAS**, the Authority desires to coordinate and market such temporary excess capacity on a wholesale basis to telecommunications carriers in a competitively neutral and nondiscriminatory manner until all Conduit System capacity is needed by the Authority; and

**WHEREAS**, the Authority, by entering into this Agreement, intends and desires to comply fully with Section 253 of the Federal Telecommunications Act of 1996, to protect public safety and welfare, ensure the continued quality of telecommunication services and safeguard the rights of consumers; and

**WHEREAS**, nothing contained herein is intended to prohibit or to have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service or to prohibit entry to the Authority's Conduit System; and

**WHEREAS**, it is the intention of the parties hereto that all aspects of this Agreement be performed and effectuated in a competitively neutral and nondiscriminatory manner; and

**WHEREAS**, Licensee, in order to meet its telecommunication requirements, may need to place and maintain Communications Facilities within the Authority's Conduit System; and

**WHEREAS**, Licensee shall use such Communications Facilities to provide telecommunication services and carrying capacity to third party persons, including Communications Carriers; and

**WHEREAS**, the Authority proposes to provide access to its Conduit System to Licensee in accordance with and at the locations shown on the attached Exhibit "A".

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereby mutually covenant and agree as set forth herein.

### **Article 1** **DEFINITIONS**

- 1.01 **Act**. The Federal Telecommunications Act of 1996, as amended.
- 1.02 **Affiliate**. A subsidiary or parent of the Licensee, or an entity controlled by the Licensee, its parent or subsidiary.
- 1.03 **Carrier's Carrier**. An unregulated (not subject to registration with or governed by any public service commission) wholesale provider of telecommunication services and capacity to third parties, other than the general public.
- 1.04 **Communications Carrier**. A telecommunications carrier engaged in the business of accepting from (and transmitting between) members of the general public telecommunications information and data. Licensee is a Communications Carrier.
- 1.05 **Communications Facilities**. Any facility or equipment owned by the Authority, or owned or authorized for use by Licensee, or any sub-licensee, including, but not limited to, fiber optic cables, lit and dark fiber, SONET bandwidth and associated appliances such as amplifiers, power supply equipment and other signal transmission apparatus used in connection with the use of the Authority's Conduit System.
- 1.06 **Conduit Occupancy**. Occupancy of a Conduit System by any item of Licensee's or a sub-licensee's Communications Facilities.
- 1.07 **Conduit System**. A combination of Ducts, subducts, conduits, Manholes/Handholes and vaults owned and controlled by the Authority and capable of containing Communications Facilities.
- 1.08 **Duct/Innerduct**. A single enclosed raceway used to house Communications Facilities.
- 1.09 **Effective Date**. The date upon which the last of the Authority and the Licensee execute this Agreement.
- 1.10 **Governmental Entity**. A unit, agency, department or division of local, county or state government, or an agency, special purpose district or other entity established or authorized by the Florida Legislature to perform a governmental function, and which has

been designated by the Authority as being qualified to receive telecommunication services or capacity in the Licensee's Communications Facilities. Generally, such use shall relate to or be in support of transportation functions or purposes.

- 1.11 Lawful Communications Purposes. The providing in a competitively neutral and nondiscriminatory manner any of the following:
- (a) access to the License Area;
  - (b) installation and maintenance of Communications Facilities in the License Area;
  - (c) coordination and marketing of telecommunications capacity within the License Area to third parties in a competitively neutral and nondiscriminatory basis;
  - (d) sub-licensing (and entering into sublicensing agreements, subject to Authority approval) of telecommunications capacity within the License Area;
  - (e) planning, design and construction of independent data network facilities;
  - (f) management of sublicensing agreements;
  - (g) coordination, marketing and provision of Wholesale Network Services and Value Added Services.
- 1.12 License Area. The portions of the Conduit System described on Exhibit "A" to which the License granted hereunder applies and within which all of Licensee's or sub-licensee's Communications Facilities shall be placed.
- 1.13 Make-Ready Work. All work, including, but not limited to, rearrangement or transfer of existing facilities or other changes required to accommodate Licensee's or sub-licensee's Communications Facilities in the Conduit System. Specific Make-Ready Work locations are described on Exhibit "B".
- 1.14 Manhole/Handholes. Subsurface enclosures which personnel may enter and use for the purpose of installing, operating and maintaining Communications Facilities.
- 1.15 Market Adjusted Fee. Commencing on the fifth (5th) anniversary date of the Effective Date (i.e., after five (5) years), and every five (5) years thereafter on each fifth (5th) anniversary date, either party may request the fees payable hereunder be adjusted to more accurately reflect the fair market value of the License Area and licensed Duct. The fees

thus adjusted shall be the "Market Adjusted Fee." If the parties cannot reach agreement in thirty (30) days regarding the new fee, the Market Adjusted Fee shall be determined by binding arbitration conducted by the American Arbitration Association under its Commercial Rules, with a single arbitrator conducting the arbitration in Orlando, Orange County, Florida. In determining the Market Adjusted Fee the arbitrator shall (at a minimum) take into account the yield the Authority ought to receive from the use of its right-of-way, the yield reasonably expected from a contemporaneous investment in a comparable Conduit System and the cost of obtaining a comparable right-of-use from a different source. If either party is not satisfied with the Market Adjusted Fee thus determined, such party may terminate this Agreement, exercised within sixty (60) days of Market Adjusted Fee determination. The parties shall share equally the fees payable to the arbitrator and the American Arbitration Association.

- 1.16 Periodic Inspection. Inspections conducted at irregular intervals on all or portions of the Conduit System, to determine that occupancies are authorized, and maintained in conformance with the required standards as set forth in this Agreement.
- 1.17 Value Added Services. Services which include building collocation space, providing interconnection services, data storage sites, carrier hotels, back office services, dark fiber protection, professional services and network operating center out sourcing.
- 1.18 Wholesale Network Services. The services which include dark fiber, bandwidth capacity, high speed data services (ATM, frame relay, and IP) and collocation services.

## Article 2 SCOPE OF AGREEMENT

- 2.01 Grant of License. Subject to the provisions of this Agreement, the Authority grants to Licensee for any Lawful Communications Purpose, a license authorizing the placement of Licensee's or a sub-licensee's Communications Facilities in the "License Area" of the portion of the Authority's Conduit System described on Exhibit "A". During the term of this Agreement the Authority shall not hereafter grant to any other party a right to occupy the particular Duct (within the Authority's Conduit System) occupied by Licensee's or sub-licensee's Communications Facilities unless consented to by Licensee and any sub-licensee having Communications Facilities in such Duct. Duct crossing shall be permitted where/if commercially feasible. Notwithstanding the foregoing, Licensee acknowledges it has no exclusive right except with respect to the License Area, and the Authority reserves the right to make portions of the Conduit System outside the License Area available to third parties, including, but not limited to, competitors of Licensee.
- 2.02 No Construction by Authority. Nothing contained in this Agreement shall be construed to compel the Authority to construct, extend or place in service any Duct or other facility for use by the Licensee.

- 2.03 No Ownership or Leasehold Interest. Nothing contained in this Agreement shall be construed to convey to Licensee (or any sub-licensee) any other right, title or other ownership or leasehold interest in the License Area or the Conduit System, it being the intent hereof to convey a license for Lawful Communication Purposes only.
- 2.04 Marketing. This Agreement is intended to provide a means whereby the Licensee is able to coordinate and market telecommunications capacity by installing (for itself and for third parties) Communications Facilities which will be made available to the consuming public, Communications Carriers (and Governmental Entities) on a competitively neutral and non-discriminatory basis.
- 2.05 Prohibition of Exclusive Rights. Licensee shall not execute a sub-license (or other agreements, including rights of first refusal) with third parties, the effect of which would grant exclusive rights (or expansion rights) with respect to unused or reserved Communications Facilities or portions of the Conduit System.
- 2.06 Charges for Access to Authority Rights-of-Way. Licensee and sub-licensees shall pay all applicable tolls for access to the Authority's rights-of-way. Charges or fees herein provided are for use of the Authority's Conduit System and Communications Facilities, not as a fee for access to the Authority's rights-of-way.
- 2.07 Sub-License Agreements. Subject to Authority approval, Licensee shall have the right to sub-license space or capacity in the License Area to third parties who may have the right and option to own their own Communications Facilities or merely sub-license capacity from Licensee. If the Licensee elects to engage in sub-license activity, then the opportunity to enter into a sub-license agreement, own their Communications Facilities or sub-license capacity from Licensee, shall be available to all interested parties, including, but not limited to, competitors of Licensee. All such sub-licensees shall be charged for capacity in a competitively neutral and nondiscriminatory manner. Provided, however, nothing contained herein shall prohibit different charges based upon speed, amount or units of capacity or distance traveled. Except as herein provided, the sub-licensee agreements shall be terminable by the Authority, at its option, for all the same conditions pursuant to which Authority has the right to terminate this Agreement. Licensee shall not grant a right of first refusal or a right of first offer to any sub-licensee of telecommunications capacity or License Area space.

### Article 3 **TERM OF AGREEMENT**

- 3.01 Initial Term and Renewal Option. Unless sooner terminated pursuant this Agreement, Licensee shall have the sole right to occupy the License Area for Lawful Communication Purposes for an initial term of ten (10) years (the "Initial Term") commencing as of the

Effective Date, and three (3) additional five (5) year renewal periods ("Renewal Period"). The Renewal Period will become effective upon the expiration of the Initial Term, provided that Licensee has given the Authority written notice of intent to renew at least sixty (60) days prior to expiration of the Initial Term. If the Authority is required (by any authority having jurisdiction over the Conduit System) to abandon or remove the Communications Facilities licensed herein, an automatic termination of this Agreement shall occur upon abandonment or removal by the Authority. The Authority shall provide written notice to Licensee of any such requirement to abandon or remove the Communications Facilities herein as soon as practicable after receiving notification from any such jurisdictional authority.

3.02 Conditions Precedent to Exercise of Renewal Option. The option to renew this Agreement as provided herein shall only be available to Licensee provided: (i) the Initial Term has not been earlier terminated; (ii) all payments required under this Agreement during the Initial Term have been made; (iii) Licensee is not otherwise in default under any provision of this Agreement; and (iv) Licensee timely provides the renewal notice required in Section 3.01 above.

3.03 Term of Sub-License Agreements.

- (a) Except with the prior written consent of the Authority, the term of a sub-licensee agreement shall not extend beyond the Initial Term, or the Renewal Period if exercised by the Licensee. As a condition of granting non-disturbance rights to a sub-licensee, the sub-licensee may be required to attorn to the Authority during any period beyond the Licensee's term.
- (b) If this Agreement is terminated prior to the expiration of the applicable term (e.g., because of Licensee default), then at the election of the Authority either:
  - (1) the sub-license agreement may be terminated by the Authority, unless the Authority has previously agreed to the contrary in a written non-disturbance agreement, or
  - (2) the Authority may require sub-licensee attornment to the Authority under the terms and conditions of the sub-license agreement.
- (c) In a circumstance of sub-licensee attornment, the Authority may subsequently select a new licensee to whom the Authority may assign all then existing sub-license agreements.
- (d) The requirements and provisions of this Section 3.03 shall be inserted in all sub-license agreements.

**Article 4**  
**FEES AND CHARGES**

- 4.01 Annual Fees Paid by Licensee. As compensation for the use of the License Area and a portion of the Authority's Conduit System, Licensee shall pay to the Authority the greater of: (i) an annual charge of Four Dollars (\$4.00) per lineal foot of Duct/Innerduct within the License Area (the "Base Rate") prorated for partial year occupancy, adjusted annually in accordance with the CPI Escalation provisions below provided; or (ii) the Market Adjusted Fee. Within thirty (30) days of the Effective Date (with respect to the first year of the Initial Term) and on the anniversary date thereafter, Licensee shall pay the Authority annually, in advance the payment set forth in subsection (i) (adjusted as required to take into account additional lineal feet of Duct/Innerduct which may be added to this Agreement from time to time). Within thirty (30) days after the end of each calendar quarter, Licensee shall pay the Authority the aggregate difference between the amounts calculated pursuant to subsection (ii), if applicable, and the amount previously paid pursuant to subsection (i). Beginning with the second year of the Term, invoices for annual fees shall be sent to Sprint Lease Administration, P.O. Box 12908, Shawnee Mission, Kansas 66282.
- 4.02 Late Payment; Default. Failure by Licensee to pay all fees and charges within thirty (30) days of the due date shall constitute a default of this Agreement. In addition, all fees and charges not paid within such thirty (30) day period shall result in a late payment charge of one and one-half percent (1-1/2%) per month of the unpaid balance or the highest lawful rate, whichever is less.
- 4.03 Audit. The Authority shall have the right exercised from time to time (and at any time) during the term hereof to inspect, copy and audit the books and records of the Licensee (but only if relevant in calculating the Market Adjusted Fee) to determine the amount of fees and charges payable by the Licensee to the Authority.
- 4.04 CPI Escalation. Annually, on the anniversary of the Effective Date, the license fee payable pursuant to Section 4.01(i) shall be adjusted to an amount which is equal to the Base Rate multiplied by a fraction, the denominator of which is the CPI Index Number applicable to the Effective Date and the numerator is the CPI Index Number applicable to the relevant anniversary date of the Effective Date. The CPI Index Number shall mean the Consumer Price Index Number for the Orlando/Central Florida area, applicable to the relevant date from the Consumer Price Index, all Items, published by the U.S. Department of Labor, Base year applicable as of the Effective Date. If the Orlando/Central Florida Index Number is discontinued, the Index Number for the Tampa/St. Petersburg area will be used.



- 4.05 Nondiscriminatory Fees for Sub-Licensees. All fee schedules imposed upon sub-licensees must be competitively neutral and completely nondiscriminatory.
- 4.06 Taxes. To the extent applicable now or in the future, Licensee shall pay all sales or use taxes imposed upon fees payable or use rights herein provided.

**Article 5**  
**TERMINATION OF AGREEMENT**

- 5.01 Termination in Event of Default by Licensee. The Authority shall have the right to terminate this Agreement and exercise its lawful remedies whenever Licensee is in default of any term of this Agreement. Default shall consist of, but not be limited to, the following:
- (a) If Licensee knowingly uses its Communications Facilities or maintains them in violation of any law or in aid of any unlawful act or undertaking; or
  - (b) If Licensee occupies any portion of a Conduit System without having first been issued a license from the Authority to occupy said Conduit System; or
  - (c) If any authorization required of the Licensee by any governmental or private authority for the construction, operation and maintenance of the Licensee's Communications Facilities within the Conduit System is permanently denied or revoked; or
  - (d) If the insurance carrier at any time notifies the Authority or Licensee that the policy or policies of insurance required hereunder have been canceled or materially changed, and if (in the sole judgment of the Authority) the requirements of this Agreement will no longer be satisfied by policies with other insurance carriers, this Agreement shall terminate upon the effective date of such cancellation or change; or
  - (e) Non-payment of amounts described in Article 4 herein; or
  - (f) If Licensee becomes insolvent, liquidates, initiates a bankruptcy proceeding, invokes any provision of the law for the relief of debtors or initiates any proceeding seeking protection from its creditors; or
  - (g) If Licensee violates any applicable laws, statutes (including the Act), ordinances, codes or other legal requirements with respect to this Agreement; or

- (h) If Licensee, its employees, agents, contractors or Communications Facilities, in the Authority's discretion, in any way threaten, disrupt, interfere with, pose a hazard to or otherwise affect the Authority's or other licensees' telecommunications service or ability to provide that service; or
- (i) If Licensee's Communications Facilities or any maintenance or other work thereon pose, or in the Authority's discretion may pose, a significant threat to the life, health or safety of any person; or
- (j) Licensee violates the terms and conditions of this Agreement.
- (k) Licensee acts or omissions, or Licensee use of the License Area interferes in a material and adverse way with Authority's operation and maintenance of its roadway system and facilities.

5.02 Notice of Defaults; Opportunity to Cure. The Authority will promptly notify Licensee in writing of any condition(s) of default by Licensee, including those set forth in Section 5.01 above. If a default threatens the service of the Authority or other licensees, Licensee shall use its best efforts to cure such default as quickly as possible. If a service threatening default continues in excess of ten (10) days, the Authority may immediately terminate this License and eliminate the threat to service. For non-service affecting defaults, Licensee shall take immediate corrective action to eliminate any such condition(s) and shall confirm (in writing to the Authority) within thirty (30) days following receipt of such written notice of default that the cited condition(s) has ceased, been corrected, or is being diligently pursued by Licensee. If Licensee fails to discontinue or correct such condition(s) (or be in the process of correcting same) within such thirty (30) day period and fails to give the required confirmation, the Authority may immediately terminate any or all license(s) granted hereunder. Licensee shall be responsible for all fees and charges owing under this Agreement through the date of removal of Licensee's facilities. Licensee shall have sixty (60) days to remove its facilities from the Conduit System, and shall pay as liquidated damages the termination charges as listed in Section 5.03 below, as applicable.

5.03 Liquidated Damages and Authority Remedy. If the Authority terminates this Agreement because of Licensee's default, Licensee shall pay to the Authority as liquidated damages an amount, whether or not Licensee has placed its Communications Facilities in the Conduit System, equal to the minimum total fees and charges for the remaining Agreement term, determined as of the date of termination. Notwithstanding the liquidated damage provisions herein provided, upon an event of Licensee default the Authority shall have available to it such other remedies as may be provided by law or equity.

- 5.04 Default by Authority. Material failure by Authority to perform its obligations hereunder shall constitute a default if not cured with sixty (60) days after receipt by Authority of written notice of such default; provided, however, if such default is not capable of being cured within said sixty (60) day period, Authority shall not be in default if it begins corrective action within said sixty (60) day period and diligently prosecutes such cure to completion. If the Authority defaults, and fails to cure such default as set forth herein, then Licensee shall have no obligation to the Authority (except removal of Licensee's Communications Facilities), and any fees or charges paid by Licensee in advance shall be refunded on a daily pro rata basis.
- 5.05 Removal of Communications Facilities. In a default circumstance and after termination, the Authority may elect to: (i) treat the Licensee's Communications Facilities as fixtures which shall remain in place and become the property of the Authority, or (ii) require the Licensee to remove its Communications Facilities from the License Area. If the Authority requires removal, and if Licensee does not remove its Communications Facilities from the Conduit System within the applicable time periods specified in this Agreement, the Authority shall have the option to: (i) remove such Communications Facilities at the expense of Licensee and without any liability on the part of the Authority to Licensee therefor; or (ii) assess a charge of one hundred forty percent (140%) of the fees and charges specified in the terminated license, calculated on a daily basis for each day that Licensee's Communications Facilities remain in the Conduit System. Daily basis shall be 1/365th of the liquidated damages in Section 5.03 above, as applicable. If Licensee is not otherwise in default of this Agreement and has made, and continues to make, a good faith effort to remove Licensee's Communications Facilities within the applicable specified time period, but has been unable to remove and/or relocate the Communications Facilities because of governmental regulations (including service obligations and prohibitions of service interruption), then the Authority will not remove the Communications Facilities under clause (i) of this section, and the additional one hundred forty percent (140%) charge specified in clause (ii) of this section shall be suspended for any such period of regulatory prohibition.
- 5.06 Multiple User Disputes. If at any time during the Term there are multiple users (including the Authority) of the Conduit System and a dispute arises between two (2) or more such users, at the request and demand of the Authority: (i) the dispute shall be resolved by binding arbitration conducted before a single American Arbitration Association arbitrator in Orlando, Florida, and (ii) Licensee shall be joined as a party in such proceedings so as to assure full resolution of all disputed matters.

## Article 6 SPECIFICATIONS

- 6.01 Specifications for Communications Facilities. Licensee's Communications Facilities and those of all sub-licensees shall be placed and maintained in accordance with the

requirements and specifications of current editions of the National Electrical Code ("NEC"), the National Electrical Safety Code ("NESC"), the applicable rules and regulations of the Occupational Safety and Health Act ("OSHA"), and any governing authority having jurisdiction over the subject matter. Where a difference in specifications exists, the more stringent shall apply. Licensee's facilities shall not physically, electronically or inductively interfere with the Authority's facilities.

- 6.02 Approval by Authority. To assure compatibility with the Authority's Communications Facilities, the Authority reserves the right to reasonably approve the general type of cable and construction standards required in situations not otherwise covered in this Agreement. In such cases, the Authority will in its discretion furnish to Licensee written material, which will specify and explain the required construction or materials.
- 6.03 Placement and Installation of Communications Facilities. Licensee's (and sub-licensees') Communications Facilities shall be located only within the License Area. The exact locations within the License Area where Licensee's (or sub-licensees') Communications Facilities may enter and exit the Authority's Conduit System shall be subject to Authority approval, not to be unreasonably withheld. Clearing obstructions, repairs, dig-ups and any other work required to make a Duct/Innerduct usable for the initial placing of Licensee's (or sub-licensees') Communications Facilities shall be done at Licensee's (or sub-licensees') expense by the Licensee, its contractor or a contractor approved by the Authority, but shall not be Authority's responsibility. Notwithstanding the foregoing and inasmuch as the Authority's conduit system is new, if repairs to the conduit system are necessary and attributable to improper construction or damage existing prior to the Licensee's installation of Licensee's Communications Facilities, the Authority shall bear the costs of such repairs. All Licensee work with respect to its Communication Facilities shall be coordinated with the Authority's Director of Operations so as to minimize interference with Authority's normal operations and traffic maintenance. The Authority makes no representation regarding the effectiveness of Licensee's method of installing its fiber optic cable in the License Area.
- 6.04 Pre-Existing Damage. If a collapsed or blocked conduit precludes installation of the Licensee's cable, Licensee shall have the burden to demonstrate the existence of the pre-existing condition. In such circumstances, if Licensee believes such a pre-existing condition exists, Licensee shall notify the Authority prior to uncovering and examination of the suspected damaged portion of the Conduit System. If the examination confirms the pre-existing damaged condition, the Authority shall assume the cost of uncovering, repair and replacement, and recovering the repaired Conduit System.
- 6.05 Authority's Right to Repair Damage or Correct Defects. If any part of Licensee's (or sub-licensees') Communications Facilities is damaged or not placed and maintained in accordance with this Article 6, and Licensee has not corrected or commenced to repair the damage or correct the violation within thirty (30) days from receipt of written notice

thereof from the Authority, the Authority may at its option correct said condition. The Authority shall notify Licensee in writing prior to performing such work whenever practicable. However, when such conditions pose an immediate threat to the safety of the Authority's employees or the public, interfere with the performance of the Authority's service obligations, or pose an immediate threat to the physical integrity of the Authority's facilities (including its Communications Facilities), the Authority may perform such work and take such action that it deems necessary without first giving notice to the Licensee. As soon as practicable thereafter, the Authority shall notify Licensee by telephone of such work and action taken. The Authority shall also so advise Licensee in writing of the work performed and the action taken and shall endeavor to arrange for re-accommodation of Licensee's facilities so affected. The Licensee shall be responsible for paying the Authority for all reasonable costs incurred by the Authority for all work, action, and re-accommodation performed by the Authority under this section.

## **Article 7**

### **LEGAL REQUIREMENTS**

- 7.01 **Permits and Approvals.** At its sole cost and expense, Licensee shall be responsible for obtaining any and all easements, franchises, permits, approvals, licenses or other required authorizations to construct, operate and maintain its Communications Facilities. Licensee shall comply with all applicable federal, state and local laws in the operation, maintenance and removal of its Communications Facilities herein.
- 7.02 **Telecommunications Act of 1996.** Licensee, for itself and all sub-licensees shall comply with the Telecommunications Act of 1996. Licensee shall indemnify, defend and hold harmless the Authority from and against all costs, expenses, claims, damages or awards arising from or related to claims Licensee has failed to comply with the requirements of the Telecommunications Act of 1996.
- 7.03 **Florida Law.** Licensee, for itself and all sub-licensees, shall comply with the Florida Communications Services Tax Simplification Law, if applicable.

## **Article 8**

### **MAKE-READY WORK**

- 8.01 **Payment by Licensee for Make-Ready Work.** Subject to the limitations set forth in Section 6.03 above, in addition to other charges set forth in this Agreement, Licensee shall pay the Authority for all work performed by the Authority to prepare the Conduit System for Licensee's specific use. Such charges may include inspection and Make-Ready Work as defined in Article 1 of this Agreement. Licensee shall pay for all such work within thirty (30) days after receiving the Authority's invoice therefor.
- 8.02 **Location.** Location of Make-Ready Work is set forth on Exhibit "B".

**Article 9**  
**CONSTRUCTION, MAINTENANCE AND REMOVAL**  
**OF COMMUNICATIONS FACILITIES**

- 9.01 Construction and Maintenance of Communications Facilities. Licensee shall, at its own expense, construct and maintain its Communications Facilities in the License Area portion Conduit System covered by this Agreement in a safe condition, and in a manner reasonably acceptable to the Authority so as not to physically conflict or electrically interfere with the facilities attached thereto or placed therein by the Authority, joint users, or other authorized licensees. Provided Licensee places its Communications Facilities in accordance with the direction of the Authority's personnel or consultants and Article 6, such Communications Facilities shall be deemed to be non-conflicting and non-interfering.
- 9.02 Notification to Authority of Damage to Communications Facilities. If Licensee's Communications Facilities are damaged by persons other than Licensee (or its agents or contractors), Licensee shall notify the Authority of said damage by telephone at (407) 316-3800. The call shall be directed to the Director of Construction Maintenance and the caller must provide the following information:
- (a) Name of company making report;
  - (b) Location reporting problem;
  - (c) Name of contact person reporting problem;
  - (d) Telephone number to call back with progress report;
  - (e) Description of the problem in as much detail as possible;
  - (f) Time and date the problem occurred or began; and
  - (g) Whether or not the problem jeopardizes the Authority's Conduit System.

Whenever possible and in all non-emergency situations, Licensee shall provide prior notice, but in emergency situations, Licensee may provide notice as soon as practicable, which may be after emergency repairs are made. An emergency shall not relieve Licensee from any obligations hereunder, except as herein provided.

- 9.03 Location of Communications Facilities. The Authority shall designate the location and manner in which Licensee's Communications Facilities will enter and exit the Authority's Conduit System. Further, in connection with retention of any locator services

the Authority and the Licensee shall mutually confer and cooperate with respect to the selection and use of such services. The Authority shall register with the applicable Florida One Call agency. Licensee shall locate its Communications Facilities at the Licensee's expense. No liability shall be imposed upon Authority attributable to mislocation of the Conduit System by any locator service. In the future, Authority and Licensee shall consider the feasibility of jointly sharing the cost of locator services.

9.04 Access to Authority's Manholes/Handholes.

- (a) The Authority's Manholes/Handholes shall be opened only as permitted by the Authority's authorized employees or agents. Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes/Handholes and conduct work operations therein. Except in circumstances of an emergency, Licensee's employees, agents or contractors will be permitted to enter or work in the Authority's Manholes/Handholes only when an authorized employee or agent of the Authority is present or if prior authorization waiving this requirement is granted by the Authority. In emergency situations the Authority shall be notified as soon as is reasonably possible under the existing circumstances. The Authority's employee or agent shall have the authority to suspend Licensee's work operations in and around the Authority's Manholes if (in the sole discretion of said employee or agent) any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents or contractors. Licensee shall pay the Authority for having the Authority's employee or agent present when Licensee's work is being done in and around the Authority's Conduit System, or when Licensee opens, works in or closes the Authority's Manholes/Handholes. Such charges shall be the Authority's fully loaded labor rates then in effect. The presence of the Authority's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around the Authority's Conduit System in a safe and workmanlike manner, in accordance with the terms of this Agreement.
- (b) With respect to access to the License Area, Conduit System and the Authority's Communications Facilities, Licensee shall comply with security directives and procedures promulgated by the Authority from time to time.
- (c) Subject to the Authority's prior approval as to location, Licensee shall be allowed to construct its own Manholes/Handholes (at its own cost) to accommodate: (i) points of entry into the Authority's Conduit System, and (ii) splicing points at the end of fiber optic cable runs. The Authority shall have access to such Manholes/Handholes.

- (d) Licensee may install a ring and cover lock on any Manhole/Handhole where its cable is present, but only in a manner which allows access to the Authority and any other conduit licensee designated by the Authority. The Authority may make a one time request to Sprint for a reasonable number of keys (at Sprint's expense) to such secured Manholes/Handholes. Thereafter, other licensees shall obtain and copy keys from the Authority.

- 9.05 Service Outages Affecting Authority and Licensee. In the event of any service outage affecting both the Authority's and Licensee's Communications Facilities, the Authority shall, to the extent practical, permit Licensee access to its Communications Facilities so long as Licensee's activity does not impair or restrict the Authority's restoration efforts. If space conditions permit and the Authority approves, Licensee may repair its Communications Facilities concurrently with the Authority's restoration efforts. Alternatively, Licensee and Authority shall confer in an attempt at mutually agreeing on a single contractor to repair the damage to each party's facilities. Licensee reserves the right to temporarily repair its Communications Facilities with its own employees.
- 9.06 Temporary Use of Spare Ducts in Emergency. With the Authority's prior written concurrence, Licensee, without charge and where available, may temporarily use spare Duct or Innerduct for emergency maintenance purposes. At the Authority's election, such Licensee emergency facilities shall be removed within ninety (90) days after the date Licensee replaces its existing facilities in one Duct with the placement of substitute facilities in another Duct unless Licensee applies for and the Authority grants a license for such alternative Conduit System occupancy. In circumstances where an emergency exists that affects both parties, and where only one spare Innerduct or Duct is present, the Authority has maintenance priority.
- 9.07 Replacement of Licensee's Communications Facilities. When Licensee's Communications Facilities are removed from the Conduit System other than for repair or maintenance purposes, no replacement in the same portion of a Conduit System shall be made until:
- (a) The Licensee has first complied with all of the provisions of this Agreement as though no such Conduit System occupancy had previously been made, and
  - (b) All outstanding charges due the Authority for such previous occupancy have been paid in full.
- 9.08 Notices. Licensee shall advise the Authority in writing as to the date on which the removal of its Communications Facilities from each portion of the Conduit System has been completed, within ten (10) days after said removal.



**Article 10**  
**INSPECTIONS OF LICENSEE'S COMMUNICATIONS FACILITIES**

- 10.01 Periodic Inspection. The Authority reserves the right to make Periodic Inspections of any part of Licensee's and sub-licensees' Communications Facilities occupying the Conduit System. The frequency and extent of such inspections by the Authority will depend upon Licensee's performance hereunder. Making Periodic Inspections or the failure to do so shall not operate to impose upon the Authority any liability of any kind whatsoever nor relieve Licensee of any responsibility, obligations or liability assumed under this Agreement.
- 10.02 Cost of Periodic Inspections. Licensee shall reimburse the Authority for the expense of Periodic Inspections only if violations or hazards are found. Charges for such inspections shall be at the Authority's fully loaded labor rates then in effect.

**Article 11**  
**UNAUTHORIZED UTILIZATION OR OCCUPANCY**

- 11.01 Charges for Unauthorized Use or Equipment. If Licensee's Communications Facilities occupy any portion of the Conduit System for which no license is outstanding, the Authority, without prejudice to its other rights or remedies under this Agreement, may impose a per occurrence charge of Twenty Dollars (\$20.00) per Duct foot and One Thousand Dollars (\$1,000.00) for each item of unauthorized equipment within a Manhole/Handhole. The Authority may at the Authority's option remove Licensee's unauthorized facilities without liability, and the expense of such removal shall be borne by Licensee.
- 11.02 No Ratification. No act or failure to act by the Authority with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any additional license is subsequently issued, said license shall not operate retroactively or constitute a waiver by the Authority of any of its rights or privileges under this Agreement or otherwise. However, Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement with regard to said unauthorized use from its inception.

**Article 12**  
**LIABILITY AND DAMAGES**

- 12.01 Liability of Authority for Damage to Communications Facilities. The Authority shall exercise precaution to avoid damaging the Communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. The Authority shall reimburse the Licensee for all reasonable direct costs incurred by the Licensee for the physical repair of

such facilities damaged by the negligence of the Authority. However, the Authority shall not be liable to Licensee for: (i) any interruption of Licensee's service, (ii) interference with the operation of Licensee's Communications Facilities, (iii) any special, indirect, consequential punitive or exemplary damages arising in any manner, including from the Authority's negligence, out of the use of the Conduit System, or (iv) the Authority's actions or own decisions with regard thereto.

- 12.02 Indemnification by Licensee for Damage to Communications Facilities. Licensee shall indemnify and save harmless the Authority from and against any and all claims, demands or causes of action of Licensee's customers, and costs and attorney's fees resulting from acts of the Authority damaging the Communications Facilities.
- 12.03 Liability of Licensee for Damage to Communications Facilities. Licensee shall exercise precaution to avoid damaging the Communications Facilities of the Authority and of other occupants of the Conduit System, and shall make an immediate report to the Authority of the occurrence of any such damage caused by its employees, agents or contractors. Copies of all accident reports and statements made to Licensee's insurer by the Licensee or others shall be furnished promptly to the Authority. Licensee shall reimburse the Authority for all reasonable direct costs incurred by the Authority for the physical repair of such facilities damaged by the negligence of the Licensee.
- 12.04 Indemnification by Licensee: Breach of Article 7. Licensee shall indemnify, protect and save harmless the Authority from any and all damages and costs, including reasonable attorney's fees, incurred by the Authority arising as a result of the Licensee's breach of the legal requirements set forth in Article 7 hereof.
- 12.05 General Indemnification by Licensee. Licensee shall defend, indemnify, protect and save harmless the Authority (including the Authority's Communications Facilities and Conduit Systems) from and against any and all damages, and claims, demands, causes of actions and costs, including reasonable attorney's fees, for damages to property (including the Authority's Communications Facilities and Conduit Systems) and injury or death to persons, including but not limited to payments under any Workers' Compensation law or under any plan for employees' disability and death benefits, which may arise out of, be related to or caused by the placement, maintenance, presence, use or removal of Licensee's facilities, or by any act or omission of the Licensee's employees, agents or contractors, and provided such events or conditions are not caused in whole or in part by the negligence or willful misconduct of the Authority or those for whom the Authority is legally responsible.
- 12.06 Survival. The provisions provided in this Article 12 shall survive the expiration or termination of this Agreement.

**Article 13**  
**INSURANCE**

- 13.01 **Required Insurance.** During the term of this Agreement, and as a material condition to the granting of this License, Licensee shall obtain and maintain insurance issued by a financially reputable insurance carrier licensed to do business in the State of Florida, which protects the Authority and Licensee from and against all claims, demands, causes of actions, judgments, costs, including attorney's fees, expenses and liabilities of an insurable kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in this Agreement. The Authority shall be named as an additional insured on the policy (or policies) of insurance.
- 13.02 **Insurance Specifications.** The amounts of such insurance shall be as follows:
- (a) Workers' Compensation as provided for under any Workers' Compensation or similar law in the State of Florida with Employees Liability in the minimum amounts required by such law.
  - (b) Commercial General Liability insuring Contractual Liability and Products/Completed Operations Liability with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for bodily injury and property damage liability, naming the Authority as additional insured.
- 13.03 **Certificate of Insurance.** Licensee shall deliver to the Authority prior to any occupancy of the Conduit System being granted a Certificate of Insurance, satisfactory in form and content to the Authority, evidencing the above insurance is in force and will not be canceled or materially altered without first giving the Authority thirty (30) days' prior written notice. All insurance required under this Article shall remain in force until Licensee's facilities have been removed from the Conduit System. If the Licensee fails to maintain the required insurance coverage, the Authority may, but shall not be required to, purchase the insurance and the Licensee shall immediately reimburse the Authority for the premium and acquisition costs paid.

**Article 14**  
**RESERVATION OF RIGHTS BY AUTHORITY**

- 14.01 **Access by Third Parties to Authority Rights-of-Way.** Authority reserves the right, in its sole and absolute discretion, to regulate and control access to Authority's rights-of-way, Communications Facilities and all portions of its Conduit System not part of the License Area or not occupied by Licensee for Lawful Communication Purposes. Further, this Agreement does not provide Licensee any exclusive rights regarding access to Authority

rights-of-way, nor preclude the Authority from granting right-of-way access to others for telecommunication or any other lawful purpose.

- 14.02 Third Party Access to Conduit System. Authority reserves the right, in its sole and absolute discretion, to allow third parties, pursuant to and in accordance with reasonable conditions and subject to competitively neutral and nondiscriminatory charges, to install Communications Facilities in unused portions of its Conduit System not part of the License Area. This Agreement does not provide Licensee any exclusive expansion rights or rights of first refusal with respect to additional portions of the Conduit System which the Authority may (from time to time ) make available.
- 14.03 Right of Immediate Termination. Authority reserves the right to terminate this Agreement immediately if it reasonably believes any actions of the Authority or Licensee hereunder are in violation (or will likely be found to be in violation) of any federal, state or local law, rule, regulation or statute, including, but not limited to, the Telecommunications Act of 1996 or the Florida Communications Services Tax Simplification Law. If it appears likely to Authority, in its sole and absolute discretion, that it will not be permitted to charge any fee, cost, imposition or charge for allowing Licensee or others to market or use Authority's excess telecommunications capacity, Authority shall have the right to immediately terminate this Agreement, whereupon this Agreement shall terminate and Licensee shall promptly remove its Communications Facilities from the License Area.
- 14.04 Relocation. The Authority reserves the right to relocate the License area to accommodate modifications to the Authority's Conduit System or to its tolled roadway system. However, such relocation shall be at the Authority's sole cost and shall occur in a manner not materially interfering in an adverse way with Licensee's use rights herein provided. The Authority shall provide Licensee with at least one hundred twenty (120) days' prior written notice before any such relocation.
- 14.05 Right-of-Way Management. Nothing in this Agreement is intended (nor shall it be construed) as an abrogation of the Authority's right to manage and control its assets, including its rights-of-way.

## **Article 15**

### **USE BY GOVERNMENTAL ENTITIES**

- 15.01 Reservation of Fiber for Governmental Entities. The Authority retains the right to share its existing optical fibers (from time to time) within the Authority's Communications Facilities for use by Governmental Entities designated by the Authority. Such use shall primarily be for or relate to the advancement of transportation purposes.

- 15.02 Rate. With respect to Licensee's communication services offered to the public, Governmental Entities shall be charged by Licensee a use rate no greater than the most favorable rate available to non-governmental users, notwithstanding that the Governmental Entity uses less aggregate or peak capacity of the Licensee's fiber optic system. Provided, further, with respect to fiber owned by the Authority, the Authority retains the right to allow Governmental Entity access at whatever charge (or no charge) determined by the Authority. Additional capital costs necessary to accommodate an individual Governmental Entity use shall be paid by such entity as a condition precedent of obtaining access to the Conduit System.
- 15.03 Qualification. In order to qualify for use of the optical fibers reserved for Governmental Entities, each Governmental Entity must be designated (in writing) as qualified by the Authority.

**Article 16**  
**NOTICES AND DEMANDS**

- 16.01 Notices. All demands and requests given by one party to the other party shall be in writing and shall be deemed to be duly given on the date delivered by certified or registered United States mail, or by a reputable overnight courier service, addressed as follows:

To the Authority:                      Orlando-Orange County Expressway Authority  
525 South Magnolia Avenue  
Orlando, Florida 32801  
Attention: Executive Director

With a copy to:                      Akerman, Senterfitt & Eidson, P.A.  
255 South Orange Avenue - Suite 1700  
Orlando, Florida 32801  
Attention: Thomas T. Ross, Esq.

To Licensee:                          Sprint Communications Company L.P.  
6391 Sprint Parkway  
Mail Stop KSOPHT0101-Z2040  
Overland Park, Kansas 66251-2040  
Attention: Manager, Right of Way

With a copy to:                      Sprint Legal Department  
Mail Stop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2020  
Attention: Real Estate Attorney

or to such address as the parties hereto may from time to time specify in writing.

- 16.02 Contact Person. For purposes of notifying the Authority regarding operations and maintenance issues and events, the Authority's contact person shall be its Director of Construction.

## **Article 17**

### **GENERAL PROVISIONS**

- 17.01 Compliance with Laws. The Authority and Licensee shall comply with all applicable provisions of the United States and State of Florida Workers' Compensation laws, unemployment compensation laws, the Federal Social Security Law, the Fair Labor Standards Act, Environmental Protection Agency regulations and all other applicable federal, state and local laws and regulations. Licensee shall fully comply with any other statute, law or regulation applicable to it as a corporate citizen of the State of Florida.
- 17.02 Assignment. The rights granted herein shall not be assignable without the express, prior written consent of the Authority. Notwithstanding the foregoing, Licensee may assign its rights under this Agreement to a parent, subsidiary or affiliate without such consent so long as (i) such parent, subsidiary or affiliate assumes all obligations of Licensee hereunder; (ii) such parent, subsidiary or affiliate is bound to the same extent as Licensee hereunder, and (iii) the Licensee remains liable hereunder. Any required consent shall be evidenced by written agreement between the parties that fully recites the terms and conditions, if any, upon which consent is given. Licensee shall pay all expenses, including any attorney's fees, which are incurred by the Authority in reviewing a request by Licensee to permit an assignment of the rights granted herein. The Authority is entitled to such reimbursement without regard to whether Licensee's request to permit an assignment of rights is granted by the Authority.
- 17.03 Sub-License. Pursuant to the provisions of Section 253(c) of the Federal Telecommunications Act of 1996, Licensee shall make available (on a competitively neutral and non-discriminatory basis) to Communications Carriers the communication carrying capacity of the Licensee's Communications Facilities.
- 17.04 Waiver. Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement, or any provision granted hereunder, terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect. Any waiver must be in writing and signed by both parties.
- 17.05 Mediation and Arbitration. Any dispute arising out of or relating to this Agreement shall first be addressed in non-binding mediation. If not resolved within thirty (30) days after

commencement of mediation the dispute shall be finally settled by binding arbitration. Mediation and arbitration shall be conducted expeditiously in accordance with the rules of the American Arbitration Association. The proceeding shall be conducted in Orlando, Florida, and judgment upon the award rendered by the arbitrator(s) may be entered by any court with jurisdiction.

- 17.06 Markers. The route of the Conduit System shall be clearly identified by the Authority placement of visual markers. The Licensee shall be allowed to place its stickers on the route alignment markers, subject to Authority approval of size and location.
- 17.07 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- 17.08 Severability. Each and every separate provision (section, clause, condition, covenant or agreement) herein contained shall have independent and severable status from each other separate provision or combination thereof, for the determination of legality, so that if any separate provision herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate provision shall have no effect upon the validity or enforceability of each and every other separate provision herein contained, or any other combination thereof. Notwithstanding the foregoing, if any material provision of this Agreement is so rendered ineffective, the parties agree to replace that provision with a valid substitute provision satisfactory to both parties.
- 17.09 Force Majeure. Whenever there is provided in this Agreement a time limitation for performance by the Authority or Licensee of any construction, repair, maintenance or service, the time provided for shall be extended for as long as and to the extent that delay is due to an act of God, governmental control or other factors beyond the reasonable control of the Authority or Licensee respectively.
- 17.10 Entire Agreement. This Agreement, together with all Exhibits attached hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof. Any modification of any terms and conditions of this Agreement shall be set forth in writing and signed by the parties. This Agreement supersedes all previous agreements, whether written or oral, between the Authority and Licensee for attachment and maintenance of Licensee's Communications Facilities in Conduit Systems covered by this Agreement. Both parties hereto represent they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge the receipt of a signed, true and exact copy of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized employees or officers as of the day and year first above written.

**SPRINT COMMUNICATIONS COMPANY L.P.**

By: [Signature]  
Print Name: [Signature]  
Its: [Signature]  
Date Signed: 5/24/01

**ORLANDO-ORANGE COUNTY EXPRESSWAY  
AUTHORITY**

By: [Signature]  
Print Name: Harold W. Marshall  
Its: Executive Director  
Date Signed: 5/24/01



## EXHIBIT "A"

### License Area

Sprint will occupy a single continuous Duct along the following described route:

From the west take the north side of SR 408 near the Delaney Avenue exit; go easterly to SR 417; continue southerly on the east side of SR 417 to SR 528; then continue easterly on the north side of SR 528 to Dallas Boulevard,

all of which is more accurately described on Exhibit "A-1".

In order to allow for a continuous conduit system along this route and for the mutual benefit of Sprint and the Authority, Sprint will install an underground eight duct conduit system from the north side of SR 408 over to the east side of SR 417. This is described in more detail on Sheet 14 of Exhibit "A-1". The Authority shall reimburse Sprint for its actual costs for this installation, including contractor labor and materials; however, the Authority shall not pay any amount for Sprint internal labor. Sprint may deduct its out-of-pocket costs for this installation from the first year's license fee. The Authority shall own this section of the conduit system and Sprint shall pay the applicable license fee for its use.

For the purposes of calculating the initial Annual Fee payment pursuant to Section 4.01, the linear feet in the License Area are presumed to be \_\_\_\_\_ linear feet. After completion of installation of Sprint's Fiber Cable in the Authority's Conduit System, the quantity of linear feet shall be adjusted to reflect actual installation quantities, and the Annual Fee will be accordingly adjusted (up or down), as well.

Initials:

.....  
.....

May 29, 2001

**EXHIBIT "A-1"**

**Detailed Description of License Area**

**EXHIBIT "B"**

**Make-Ready Work Locations**

**[To be attached upon Authority identification of specific locations]**



ORLANDO FIBER BUILD  
WO# K9181002

ORANGE COUNTY, FL  
 SP 408, ENCLOSURE EYOV  
 @ OR 417, ENCLOSURE EORE

①

SP 408, ENCLOSURE EYOV  
 @ OR 417, ENCLOSURE EORE

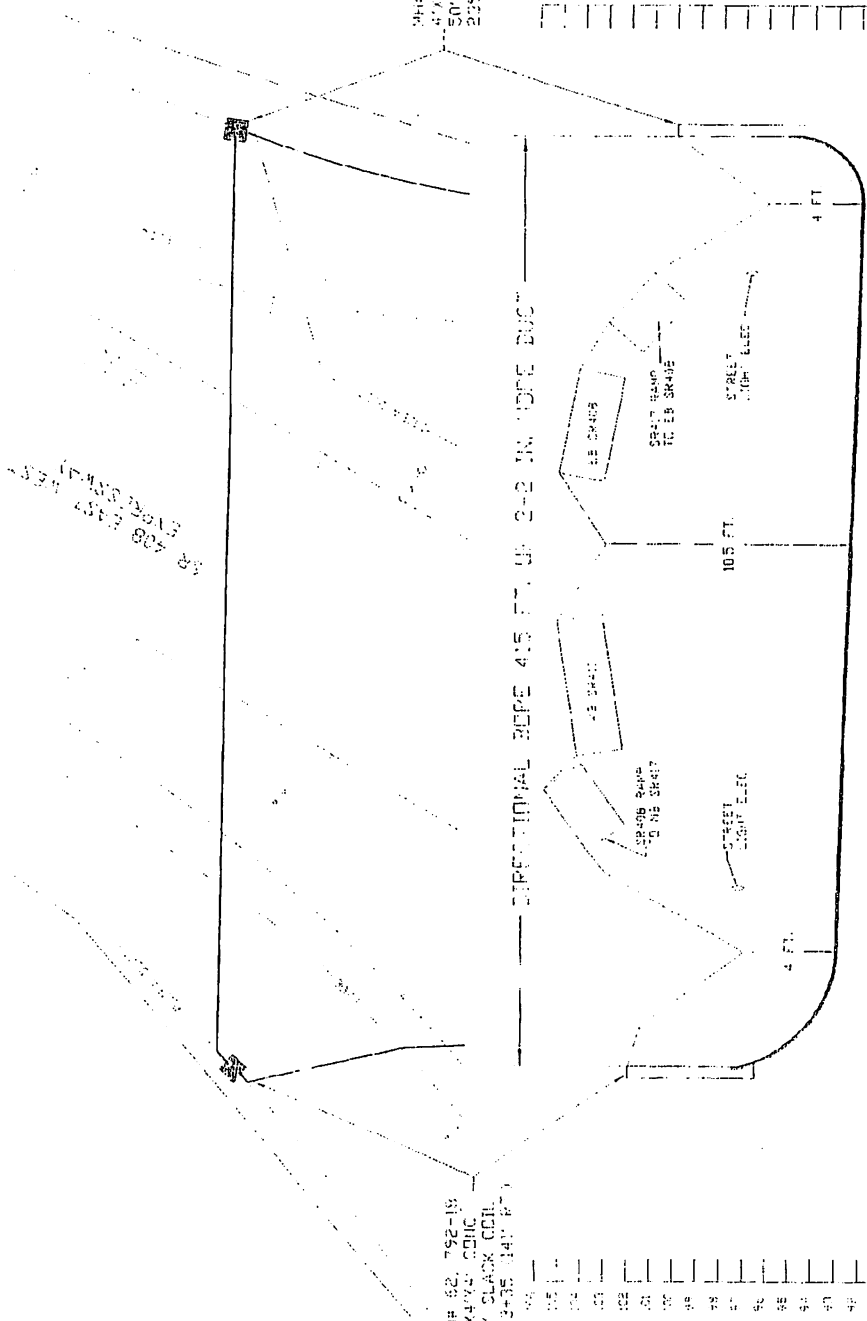
MHP 62, 702-19  
 47474 CONIC  
 50' BLACK COIL  
 253-35 (14' R')

MHP 62, 702-19  
 47474 CONIC  
 50' BLACK COIL  
 253-35 (14' R')

— DIRECTIONAL REPE 415 FT. UP 2-2 IN. 100% DUC —

MHP 62, 702-19  
 47474 CONIC  
 50' BLACK COIL  
 253-35 (14' R')

MHP 62, 702-19  
 47474 CONIC  
 50' BLACK COIL  
 253-35 (14' R')



Sprint

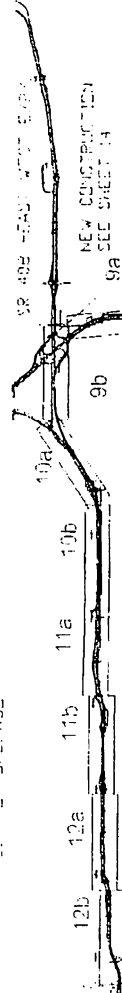
PRINTING DISTANCE DIVISION  
 UNCLAND FIBER BUILD  
 CONSTRUCTION, BIDDING



PRINTING DISTANCE DIVISION  
 UNCLAND FIBER BUILD  
 CONSTRUCTION, BIDDING

# ORANGE COUNTY, FL

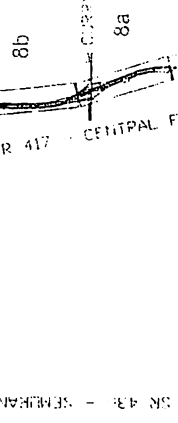
SR 402 - EAST 47TH ST



NEW CONSTRUCTION  
SEE SHEET 14

SR 417 - CENTRAL FLORIDA GREENWAY

SR 438 - VENEZIA BLVD

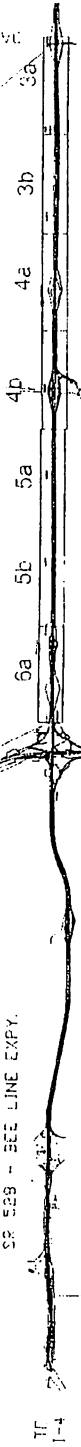


SR 528 - SEE LINE EXPY.

SR 417 - ORANGE AVE

NEW CONSTRUCTION  
SEE SHEET 14

TEL  
PLAZA



INTERNATIONAL  
CORP. PARK

DESERT RANCHES

TO  
COCOA

**Sprint.**

DESIGN SCALE: 1"=100'

DATE: 08/11/09

PROJECT: SPRING LANE DISTANCE DIVISION

CONTRACT: 08-0000000000000000

CONTRACTOR: CHRYSLER GROUP LLC

CONSTRUCTION DRAWINGS

PROPRIETARY  
INFORMATION  
NOT FOR REPRODUCTION  
OR REPRODUCTION



③

ANAL. Calcd for  $C_{10}H_{12}O_4$ : C, 64.61%; H, 6.46%. Found: C, 64.5%; H, 6.5%.

55. 2010 11 14 17:52

4-14 2-5 5+30  
50 SLACK COIL  
37-42 076 80

**Figure 1**

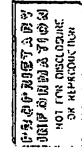
345

MF# 241. 75-671  
4'X4'X4' CONC.  
50' S LACK COIL  
447+06 (24' RT.)

3  
 1  
 5  
 —  
 3  
 5  
 5

22 528 - 333 THE EXPRESSWAY

McCarthy Street 4



**Sprint.** SPRINT LONG DISTANCE DIVISION  
CORAL GABLES FIELD BUILDING  
CONSTRUCTION DRAWINGS

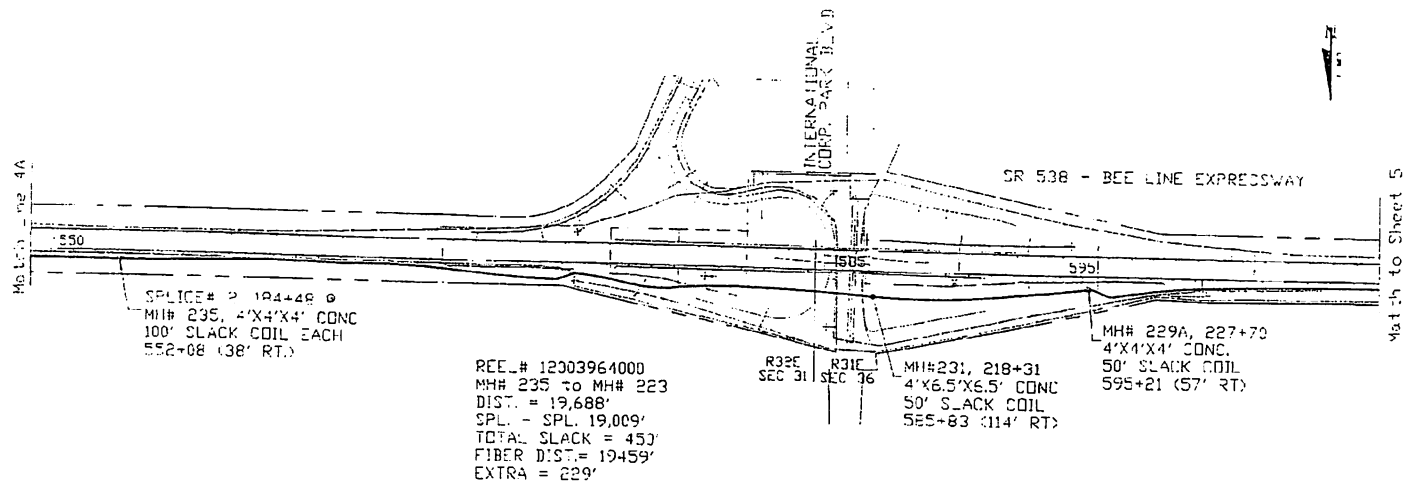
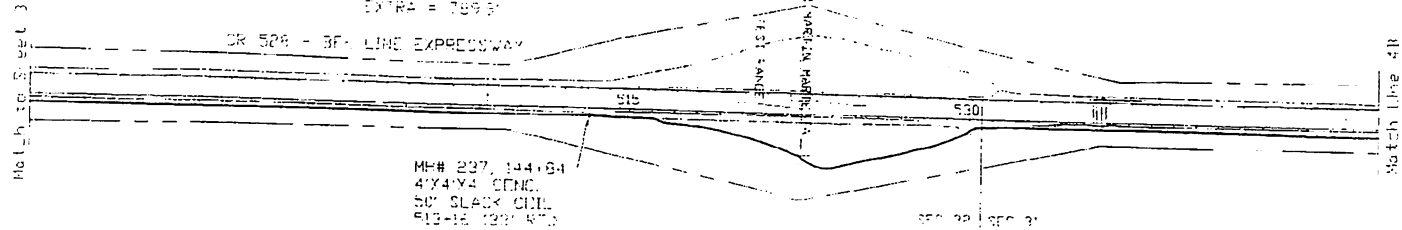
DRAWING SCALE - LIMIT	English
1:500000	1:500000
RELEASE DATE	ISSUE NUMBER
	CONS.

ORANGE COUNTY, FL

4

REEL# 12003955500  
 DIST. = 19,804' TO MH# 235  
 SPL. = 19,500'  
 SPL. - SPL. = 18,488'  
 TOTAL SLACK = 450'  
 FIBER DIST. = 19,800'  
 EXTRA = 789'

BEE-LINE MACH.  
 TOLL PLAZA



PROPRIETARY  
 INFORMATION  
 NOT FOR DISCLOSURE  
 OR REPRODUCTION

**Sprint.**

ORLANDO LONG-DISTANCE DIVISION  
 ORLANDO FIBER BUILD  
 CONSTRUCTION DRAWINGS

DRAWING SCALE - UNITS  
 METERS  
 1:500 HOR.  
 1:100 VERT.  
 RELEASE DATE  
 ISSUE NUMBER



# GRANDE COUNTY, F.

SECTION 1200196-000  
 M-H 225 TO M-H 228  
 DIST = 15.500'  
 DATE = 07/10/00  
 TOTAL LENGTH = 430'  
 FROM 100' TO 530'  
 EXTERIOR

SR 528 - DEE LINE EXPRESSWAY

Match to Sheet 4

M-H 225 240+12  
 4'x4'x4' CONC  
 50' SLACK COIL  
 663+12 (31' RT)

20' 00' 00" 00

M-H 227 245+12  
 4'x4'x4' CONC  
 50' SLACK COIL  
 663+12 (31' RT)



SR 528 - DEE LINE EXPRESSWAY

Match to Sheet 5

M-H 225 335+79  
 4'x4'x4' CONC  
 50' SLACK COIL  
 703+12 (31' RT)

20' 15' 00" 34



PROJECT NO. 1200196-000  
 SHEET NO. 1200196-000  
 RELEASE DATE 07/10/00

SPRINT LONG DISTANCE DIVISION  
 GRANDE COUNTY  
 CONSTRUCTION DRAWINGS

1200196-000 7.10.00  
 1200196-000 7.10.00  
 NOT FOR REPRODUCTION  
 OR ALTERATION



# ORANGE COUNTY, FL

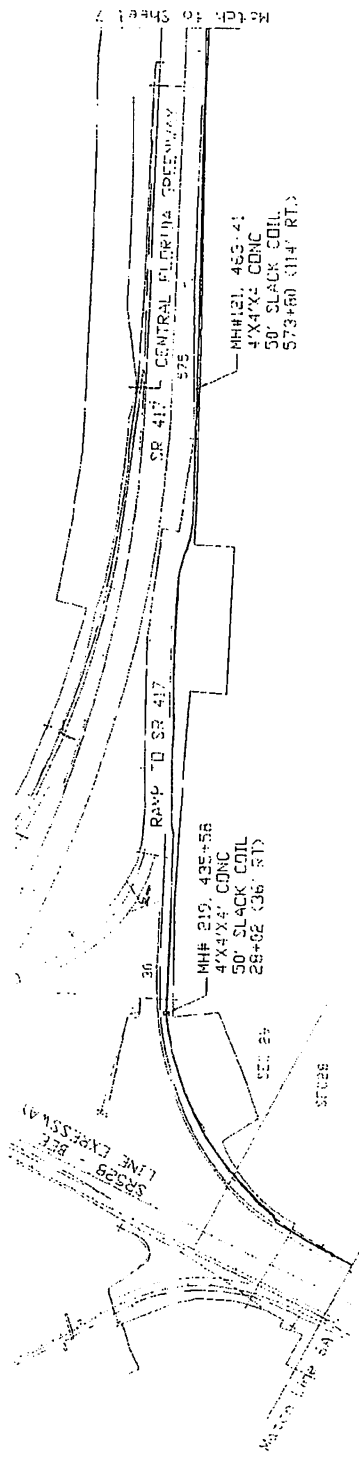
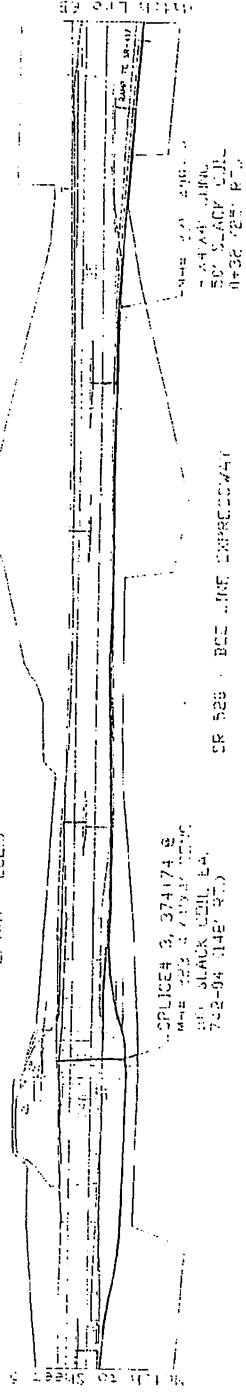
SEE # 120037000  
 MH# 223 TO MH# 114  
 DIST. = 19,458  
 4"X4"X4' CONC  
 50' SLACK COIL  
 TOTAL SLACK = 450'  
 FIBER DIST. = 19,458  
 EXTRA = 500'

SEE # 120037000  
 MH# 223 TO MH# 114  
 DIST. = 19,458  
 4"X4"X4' CONC  
 50' SLACK COIL  
 TOTAL SLACK = 450'  
 FIBER DIST. = 19,458  
 EXTRA = 500'

COILUSE# 3, 374174 S  
 MH# 223 TO MH# 114  
 4"X4"X4' CONC  
 50' SLACK COIL, EA.  
 742-04 (144' RT.)

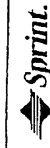
SR 528 - BCC LINE EXPRESSWAY

SEE # 120037000



MH# 219, 435-58  
 4"X4"X4' CONC  
 50' SLACK COIL  
 28+02 (36' RT.)

MH# 21, 463-41  
 4"X4"X4' CONC  
 50' SLACK COIL  
 573+60 (114' RT.)



DATE: 08/11/08  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES  
 REVISION: 1

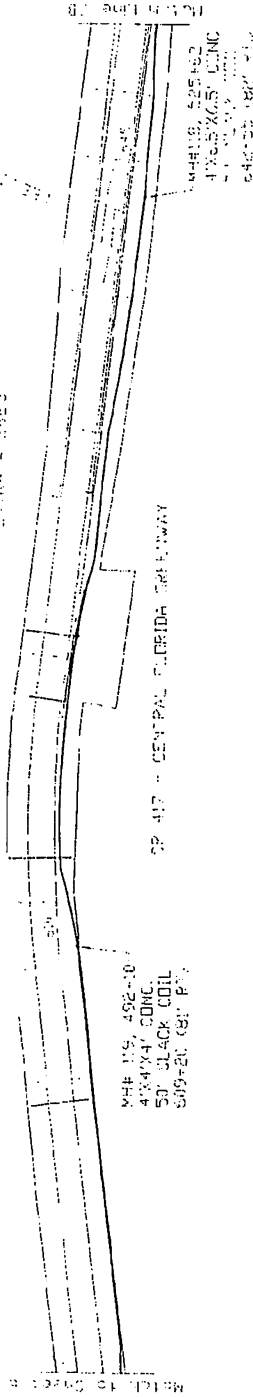
SPRINT LONG DISTANCE DIVISION  
 ORANGE COUNTY, FL  
 CONSTRUCTION DRAWING



08/11/08 08:30 AM  
 0087 08/11/08 08:30 AM  
 0087 08/11/08 08:30 AM  
 0087 08/11/08 08:30 AM

# ORANGE COUNTY, FL.

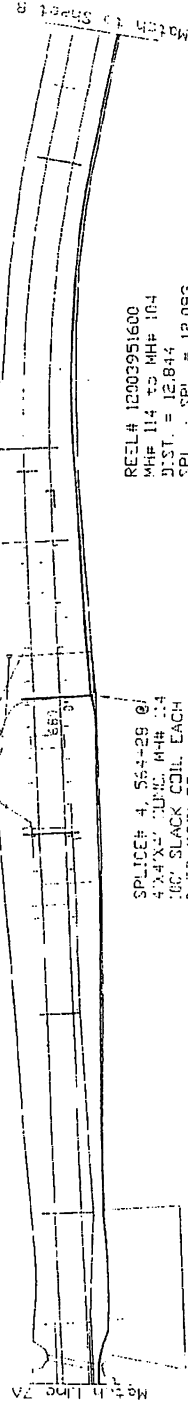
REEL # 12003951600  
 MH# 114 TO MH# 104  
 DIST. = 12,844'  
 SPL. = 12.053  
 TOTAL SLACK = 350'  
 FIBER DIST. = 17,443'  
 EXTRA = 400.5'



## SP 417 - CENTRAL FLORIDA GREENWAY

REEL # 12003951600  
 MH# 114 TO MH# 104  
 DIST. = 12,844'  
 SPL. = 12.053  
 TOTAL SLACK = 350'  
 FIBER DIST. = 17,443'  
 EXTRA = 400.5'

SPLICE # 4, 564-29 @  
 4'x4'x4' CONC. MH# 114  
 100' BLACK COIL EACH  
 8-52 (135' RT.)



DRAWING SCALE: 1"=100'  
 DATE: 01/14/04  
 DESIGNED BY: [blank]  
 CHECKED BY: [blank]  
 APPROVED BY: [blank]

SPRINT LONG DISTANCE DIVISION  
 ORANGE COUNTY, FL  
 CONSTRUCTION DRAWINGS

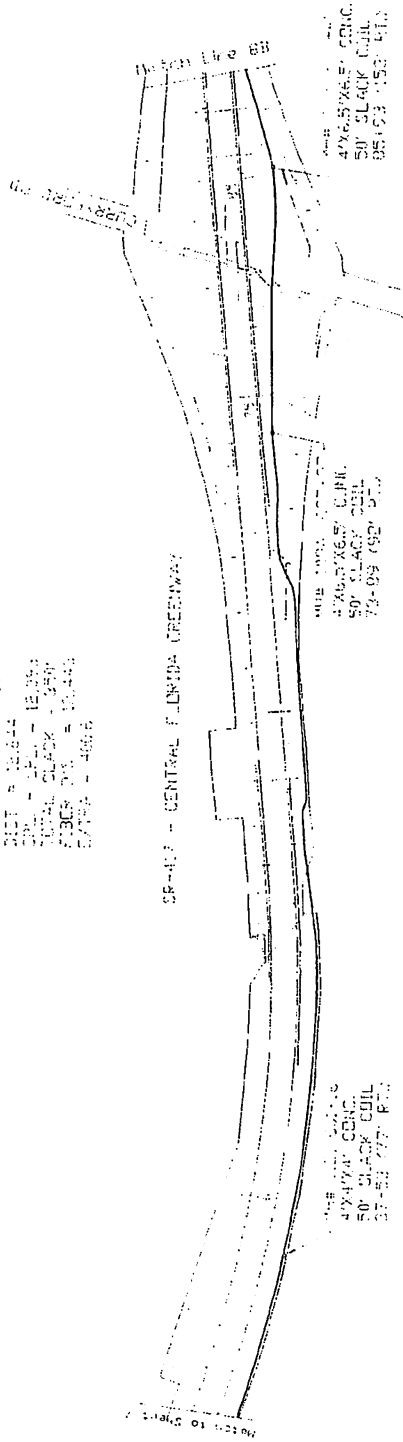


所有材料均应符合国家或行业标准  
 所有材料均应符合国家或行业标准  
 所有材料均应符合国家或行业标准

# ORANGE COUNTY, FL

REEL# 12002951300  
 MH# 104 TO MH# 104  
 DIST. = 19,686'  
 SPL. = 18,680'  
 TOTAL SLACK = 500'  
 FIBER DIST. = 19,186'  
 EXTRA = 505'

SR 417 - CENTRAL FLORIDA GREENWAY

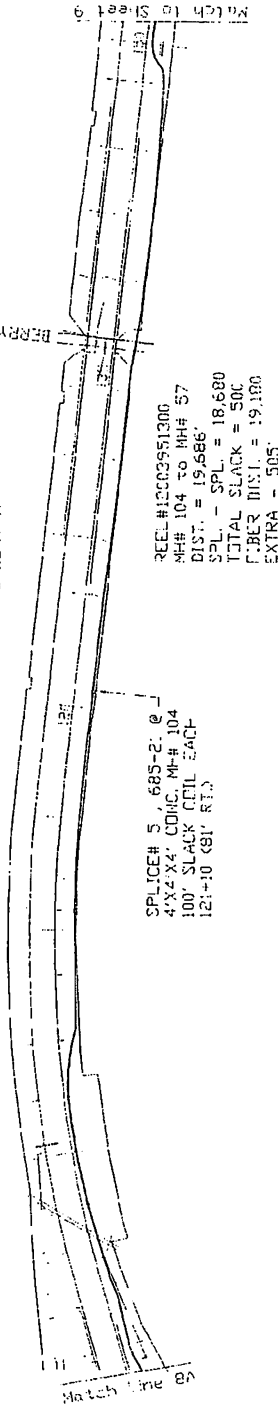


REEL# 12002951300  
 MH# 104 TO MH# 104  
 DIST. = 19,686'  
 SPL. = 18,680'  
 TOTAL SLACK = 500'  
 FIBER DIST. = 19,186'  
 EXTRA = 505'

REEL# 12002951300  
 MH# 104 TO MH# 104  
 DIST. = 19,686'  
 SPL. = 18,680'  
 TOTAL SLACK = 500'  
 FIBER DIST. = 19,186'  
 EXTRA = 505'

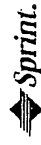
BERRY MESE RD

SR 417 - CENTRAL FLORIDA GREENWAY



SPLICE# 5, 685-2' @  
 4'x4'x4' CONC. MH# 104  
 100' SLACK CENL EACH  
 121+10 (81' RT)

REEL# 12002951300  
 MH# 104 TO MH# 104  
 DIST. = 19,686'  
 SPL. = 18,680'  
 TOTAL SLACK = 500'  
 FIBER DIST. = 19,186'  
 EXTRA = 505'



ORANGE COUNTY, FL  
 RELEASE DATE  
 SHEET NUMBER

SPRINT LONG DISTANCE DIVISION  
 ORANGE COUNTY, FL  
 CONSTRUCTION DRAWINGS

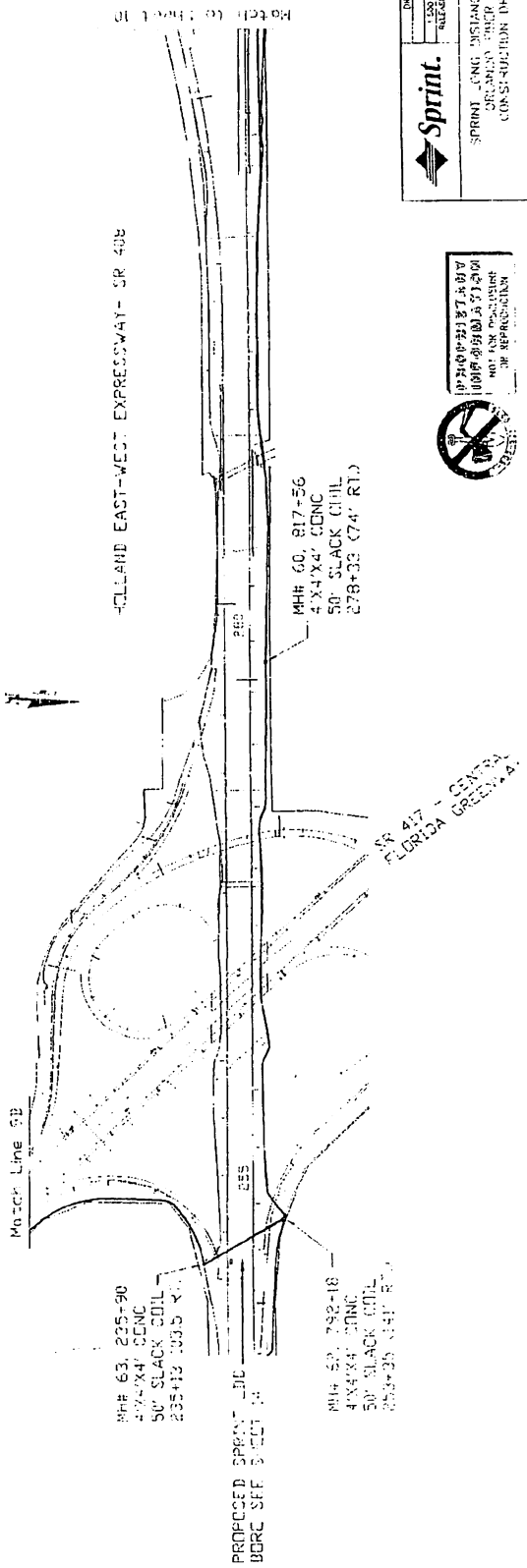
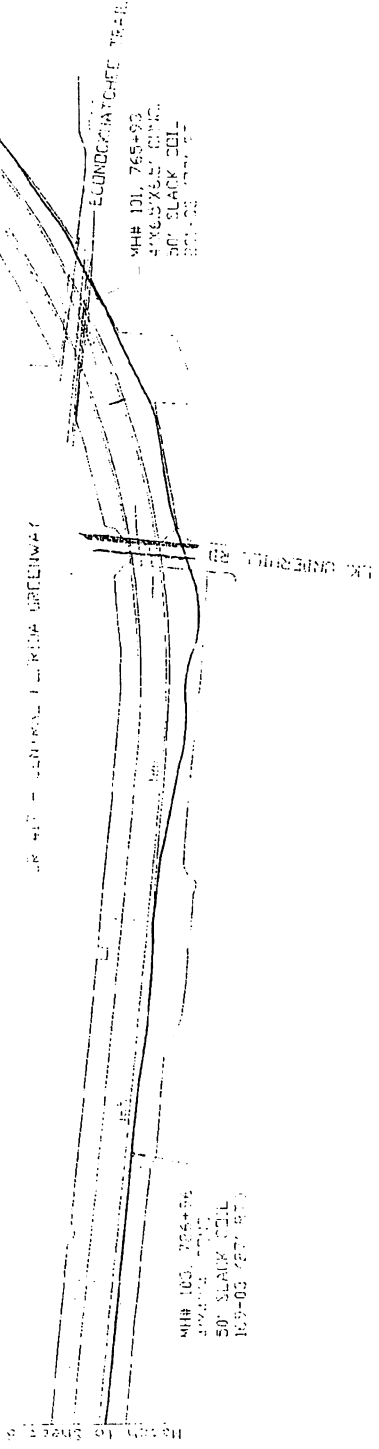


NOT FOR CONSTRUCTION  
 OR REPRODUCTION

# BRIDGE CULVERT

(6)

SEE APPROXIMATE  
MILE 104.10 MILE 107  
DIST. = 17.500  
SP. = 10.000  
TOTAL SLACK = 10.000  
FIBER DIST. = 10.000  
EXTRA = 0.000

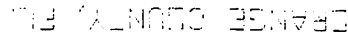


PRINTING SCALE 1"=100'  
100' TO 1" SCALE  
100' TO 1" SCALE  
100' TO 1" SCALE

SPRINT LONG DISTANCE INTERVIEW  
ORANGE COUNTY, FLORIDA  
CONSTRUCTION DRAWING



100' TO 1" SCALE  
100' TO 1" SCALE  
100' TO 1" SCALE  
100' TO 1" SCALE



⑤

100-443887-1

2007-10-28 20:08

[illegible]

2000

**Abstract**

[illegible]

NOV 408 - 10L-101 000 - 000 EXPLOSIVE  
LAW ENFORCEMENT

SPILL-GEN 7, 1054-17 @  
 MH# 54, 4'X6.5'X6.5'  
 100' SLACK CHIL EACH  
 23-04 (25' RT)

NO. 4 42, 1001-77-  
1'X6.5'X6.5' CONC.  
50' SLACK COIL  
50-18 (32' RT)

REC. = 12002952600  
MMH +4 to Fire St  
DIST. 9.695  
SPL - SPL = 15.97  
TOTAL SLACK = 450  
FIBER DIST = 10.42  
EXTRA = 3600

REF# = 1900957900  
 MH# 57 to MH# 44  
 DIST. = 19.688'  
 SPL SPL = 13.215'  
 TOTAL SLACK = 600'  
 CUMBER DIST. = 18.815'  
 LENGTH = 447'

357 29 91 48  
444 46 155 01  
4X65X65 CONC.  
50 2L40X 60L  
0574 163 810

**Sprint.**

SPRINT LONG DISTANCE INTERVIEW  
FOR AGENCIES AND FIELD  
CONSTRUCTION DRAWINGS

DATE: \_\_\_\_\_


BY: \_\_\_\_\_

FOR: \_\_\_\_\_

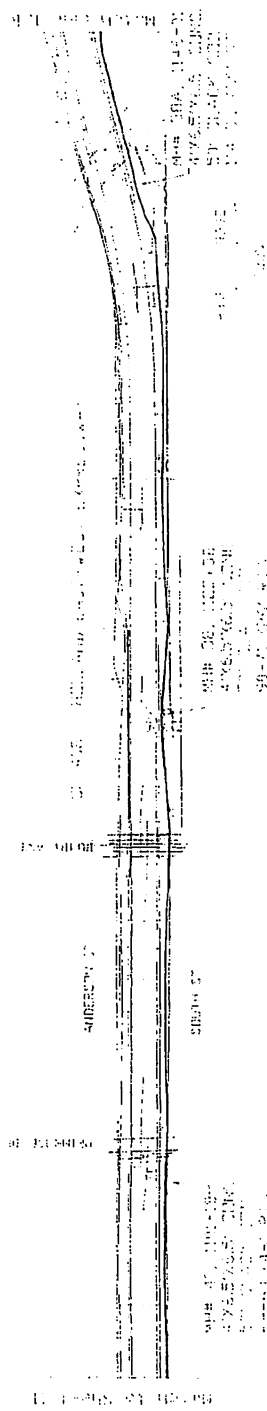
REFERENCE: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

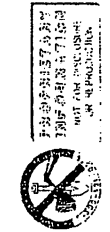
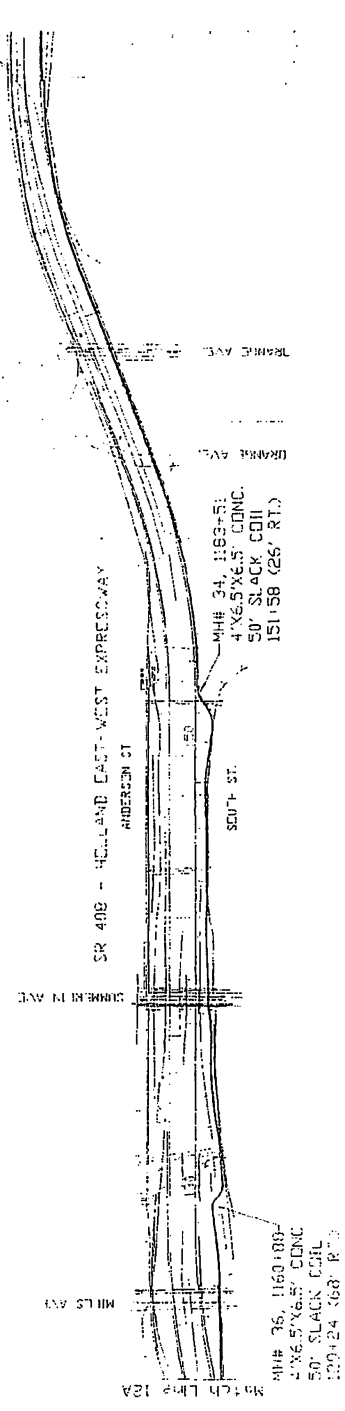
CONTRACT NUMBER: \_\_\_\_\_



2024-02-01 09:17:00



REC # 1200000000  
 MH# 36 to the 01  
 DIST. 15.486  
 SPAN. CPL = 15.972  
 TOTAL SLACK = 1450'  
 FIBER DIST = 15.422  
 EXTRA = 3662'





1000

(1) 2000年12月31日以前に  
 1000万円以上の利益を上げた  
 法人は、その利益の10%を  
 2001年1月1日以後の最初の  
 決算年度から、毎年10%の  
 割合で、2005年3月31日  
 までの5年間にわたって、

044# 245 1000  
22004 0000  
50 0000 0000  
37340 0000

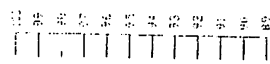
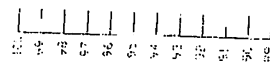
CO-100-1-9-10  
CO-100-1-9-10  
CO-100-1-9-10

Vol. 1 No. 1 1984

DESTRUCTION. REE 600 FT. OF C-C IN THESE HILLS.

Sept 18 1891

25



SPRINT "ONE DISTANCE" DIVISION  
ORGANIZED PAPER MODEL  
CONSTRUCTION DRAWINGS

## OOCEA Fiber Optics



- **Compensation BASIC DATA**

1. \$4.00 dollars per lineal foot of duct within license area (Base Rate)
2. Executed on May 31, 2001; Effective Date May 31, 2001
3. Make Ready Work
4. CPI Escalation; annually on anniversary
5. Conduit approximately lease linear feet (22miles) (116.160 feet)

Deductions to charges:

1. Installation (first year) Estimated \$ 10.000.00

### **Compensation Calculation:**

First year:

Total Estimated Linear Feet - 22 miles	—————→	116.160 ft
Annual charge per foot		<u>\$ 4.00</u>
Total Annual Fees		\$464.640 (A)
Less: Conduit installation costs (First year)		(10.000)
Total net first year	—————→	<u><b>\$454.640</b></u>

(A) Must be adjusted by CPI

**The contract calls for a second provision for Fees – Market Adjusted Fee and the basis is for the aggregate difference between the actual calculations and the Estimated per Basis.**