

## MEMORANDUM

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** July 6, 2021

**RE:** **Fiber Optic License Use Agreement with Orlando Telephone Company, Inc., d/b/a Summit Broadband**

On March 4, 2020, the City of Lakeland Purchasing Division issued Request for Proposal (RFP) No. 0125, seeking a public-private partnership to develop and expand broadband internet services within the City of Lakeland and surrounding Lakeland Electric Service Area. On August 17, 2020, the City Commission convened as the Selection Committee for the RFP and selected Summit Broadband, based in Orlando, Florida, with which to negotiate a contract out of a total of eight respondents to the RFP. In its response to the RFP, Summit proposed to finance, construct and operate a middle and last mile fiber network to serve the City of Lakeland and surrounding Lakeland Electric Service Area based off of the City's existing fiber backbone.

The attached Fiber Optic License Use Agreement between the City of Lakeland and Orlando Telephone Company, Inc., d/b/a Summit Broadband is the product of the negotiations between the City and Summit. Under the Agreement, Summit will serve as the exclusive marketing and sales agent for commercializing all available fiber capacity in the City's existing fiber network as well as for all fiber Summit installs beyond the City's network. Summit will be responsible for all new customer accounts, including installation, testing, service turn-up and delivery, and ongoing customer service and billing. The City will have no responsibility relating to new customers. Key terms of the Agreement are the following:

- Summit will pay the City the greater of: (i) ten percent (10%) of Summit's gross revenue from commercial, residential and wholesale broadband internet service provided to customers located within the City of Lakeland and surrounding Lakeland Electric Service Area, or (ii) \$144,000 per year.
- The City will have the right to audit Summit's financial records on an annual basis to verify that the proper sums are being paid to the City under the Agreement.
- Summit will contribute at least Twenty Thousand Dollars (\$20,000) per year during the first 10 years of the Agreement to reduce the digital divide in the City and Lakeland Electric Service Area.

- The Agreement is for an initial term of ten (10) years and will automatically renew thereafter for additional 10-year terms except upon the occurrence of any the following:
  - Summit fails to make a required payment to the City under the Agreement or allow the City to perform audits;
  - Summit does not invest at least Twenty Million Dollars (\$20,000,000) over the first five (5) years of the Agreement to provide broadband internet service to customers within the City of Lakeland and Lakeland Electric Service Area;
  - Summit fails to contribute at least Twenty Thousand Dollars (\$20,000) per year during the initial ten years of the Agreement to reduce the digital divide.
- The City may terminate the Agreement in its entirety after a 45-day cure period and subsequent 90-day wind down period if Summit's fails to make a required payment to the City or denies City the right to audit its financial records. This remedy can be exercised at any time during the Agreement.
- For all other breaches of the Agreement, because of the significant investment Summit will be making within Lakeland and the customers that will be utilizing their services, Summit will be allowed to continue to utilize fibers being actively utilized to serve customers, but will forfeit the right to use fibers that it is not currently utilizing. The City may pursue damages or injunctive relief for any default by Summit.
- The City will continue to own its existing network and will continue to have maintenance responsibility for the network.
- Summit will own and be responsible for any fiber it installs beyond the City's existing network.
- The City will continue to provide fiber service to its existing nine (9) customers. Summit will have the right to provide service to new facilities constructed by the City's existing customers at the same rates as charged by the City.
- Summit will have the exclusive right to utilize all "Available Fiber" within the City's existing network. "Available Fiber" is defined in the Agreement as all dark fiber within the City's existing network, with the exception of the following:
  - Fiber actively in use by the City for City operations, such as Lakeland Electric and other City Department operations;
  - Fiber needed to serve the City's nine (9) existing customers;
  - Thirty percent (30%) of uncommitted dark fiber, but no less than two (2) dark fiber strands in any cable, for additional City operations as necessary.
- Summit's exclusivity rights do not apply to fiber installed by the City subsequent to the effective date of the Agreement.
- The City will initially make two (2) strands of dark fiber available to Summit on three distinct rings that Summit will develop. The City will be responsible for providing network augments to the City's network at

any location where there are not at least six (6) strands of fiber available for Summit's use, at a cost to the City not to exceed \$100,000. Any further augments to add fiber to the City's system will be at Summit's cost and will be owned by Summit.

- Summit may also require augmentation of the City's system where necessary to reduce any splice loss to no greater than 0.30 decibels per kilometer (0.30db/km). If such augmentation is performed by Summit, Summit may offset the costs it incurs in doing so against the 10% revenue share otherwise due the City, but must nonetheless pay the City at least \$144,000 per year.
- Summit will be responsible for payment of the same pole attachment fees all other providers must pay and will operate under the City's standard right-of-way use permit when working within the public right-of-way, although the City and Summit will attempt to consolidate Summit's right-of-way applications into larger groupings to achieve efficiencies. Any request by Summit to attach to City buildings or structures will be handled by a separate agreement.

The Agreement with Summit will become effective immediately upon execution by the parties. It is recommended that the City Commission approve the attached Fiber Optic License Use Agreement between the City of Lakeland and Orlando Telephone Company, Inc., d/b/a Summit Broadband, and authorize the appropriate City officials to execute the Agreement.

Attachment

**FIBER OPTIC  
(DARK FIBER)  
LICENSE USE AGREEMENT**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”) between the CITY OF LAKE LAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "Licensor" or “City of Lakeland,” and ORLANDO TELEPHONE COMPANY, INC., DBA SUMMIT BROADBAND, a Florida corporation licensed to do business in Florida, hereinafter referred to as "Licensee." Licensor and Licensee shall hereinafter be referred to individually as a “Party” and collectively as “the Parties.”

**W I T N E S S E T H:**

**WHEREAS**, the Licensee desires to license the exclusive use of Dark Fiber optic filaments within the Licensor’s electric department’s service territory available as of the Effective Date of this Agreement; and

**WHEREAS**, Licensor is installing and operating a fiber optic network throughout Licensor’s electric department’s service territory; and

**WHEREAS**, Licensor is augmenting Licensor’s existing fiber optic network in locations where increased capacity is required; and

**WHEREAS**, Licensor is willing to provide Dark Fiber optic filaments and other Facilities to the Licensee across its entire network as set forth herein; and

**WHEREAS**, the Parties wish to enter into a revenue share and exclusive marketing arrangement (the “Revenue Share”), along with other agreed terms by which Licensee requires certain access and right to the Licensor’s fiber optic network;

**NOW THEREFORE**, in consideration of the benefits flowing to the respective Parties, the covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, it is mutually agreed as follows:

**Section 1 – Intent**

1.1 The intent of this Agreement is for Licensor to provide Licensee access, use, and possession of a Dark Fiber optic link, as defined in Section 2.2 below, consisting of a various number of dark single mode fibers from a single mode fiber cable meeting or exceeding standards of SMF 28 and all other applicable industry standards, along with any other Facilities, including Conduit, as shown

in Exhibit "A". The Facilities will be overhead and underground installations typically within public right-of-ways. Subject to Section 7.1, Licensor warrants that it has the authority to grant sufficient rights to the property in which the Facilities are located. The Licensee shall own and be responsible for total installation, including permitting, of all fiber cable and related facilities beyond Licensor's Existing Network. The Licensor shall continue to own and perform at its cost all maintenance of the facilities within Licensor's Existing Network for the term hereof. Licensee shall perform at its cost all maintenance of any facilities it installs not currently included in Licensor's Existing Network.

## **Section 2 - Definitions**

As used in this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

2.1 Cable - shall mean a single mode fiber cable installed and owned by Licensor or Licensee meeting or exceeding SMF 28 or any other applicable industry standard.

2.2 Dark Fiber - means only the continuous filament fiber as a "conduit" for the transmission of signals, **not** the electronic signals. For clarification purposes, a Cable is composed of multiple Dark Fiber filaments or strands.

2.3 Conduit - means any plastic, HDPE pipe, or other chase way designed or permitting the placement of a Cable.

2.4 Facilities - shall mean all Licensor-owned fiber cables, utility poles, duct systems, pullboxes, splice closures, support hardware and any and all other ancillary material required for the project. Any electronic equipment required to transport signals on the network and any equipment owned by the Licensee are not included as Facilities.

2.5 Force Majeure - shall mean any event or cause beyond the reasonable control of either Party, that cannot be prevented or eliminated by the exercise of prudent utility practices, including, but not limited to, strikes or other labor problems; accidents; acts of God; fire; flood; severe storm; lightning; material or facility shortages or unavailability not resulting from the non-performing party's failure to timely place orders therefor; change in governmental codes, ordinances, laws, rules, or regulations; condemnation or exercise of rights of eminent domain; war or civil disorder; acts of terrorism or any other cause beyond the reasonable control of either Party, which prevents either Party from performing all or any part of any material obligation under the terms of this Agreement.

2.6 Licensor's Existing Network - shall mean the fiber optic cable and support facilities, to include any utility poles or duct system, owned by Licensor as of the Effective Date of this Agreement and through which data may be transmitted and/or received.

2.7 Maintenance – shall mean only work which must be performed upon or to the Facilities to ensure the continuity of an acceptable signal (in conformance with the Manufacturer’s specifications) being transmitted through the fibers, or to ensure the safety and reliability of the Facilities. Maintenance shall not include any work associated with equipment that sends, receives, interprets, or modifies a signal or signal data.

2.8 Network – shall mean the fiber optic cable and support facilities, to include any existing or newly installed utility poles or duct system, owned by Licensor and through which data may be transmitted and/or received. Electronic equipment required to transport signals on the Network shall be provided by Licensee as set forth herein and shall not be included as part of the Network, except as may be otherwise stated herein.

2.9 Point(s) of Ownership – shall mean the demarcation or “demarc” point(s) at which Licensor provides termination of or access to Licensor’s Existing Network, as further identified in Section 3 - Scope of Work, of this Agreement.

2.10 Project – shall mean the work processes required for Licensor or Licensee to complete all requirements of this Agreement.

### **Section 3 – Scope of Work**

3.1 Cable Installation. Licensee will install or cause to be installed, at its sole expense, all Cable and related facilities not currently existing within Licensor’s Existing Network.

3.2 Schedule for Installation. The Parties shall mutually agree to a schedule for all work contemplated by this Agreement. The schedule shall be in writing and initialed by the Licensee and the Licensor’s designated representative for Operational Notice and Routine Maintenance as identified in Section 12 of this Agreement.

3.3 Ownership. Licensor shall own the entire Project Facilities, including outer and inner jackets, all fiber tubes, and all of the fiber filaments contained therein existing within Licensor’s Existing Network. Licensee shall own all facilities it installs beyond Licensor’s Existing Network, including outer and inner jackets, all fiber tubes, and all of the fiber filaments contained therein. Nothing herein, however, shall operate or be construed to grant Licensee an ownership interest in any real property owned by Licensor or held as right-of-way or easement by Licensor, notwithstanding the location of Licensee facilities upon such real property.

3.4 Facilities Maintenance. All maintenance on the Facilities comprising Licensor’s Existing Network shall be performed by Licensor at Licensor’s sole expense. Routine maintenance requiring or causing signal interruption shall be coordinated between the Parties and Licensor shall provide no less than fourteen

(14) days' notice to Licensee of any routine maintenance. Licensor shall perform emergency maintenance and restoration of service as soon as reasonably possible after notification that a problem exists. Where practical, Licensor shall provide Licensee a minimum of 72-hours' notice in the event the Dark Fibers will be impacted or have an outage for any extended period of time. Notification shall be made as set forth in Section 12 hereof.

3.4.1 Emergency Restoration and Repair. Upon notification by Licensee, detection by Licensor, or a local emergency authority that Licensor's Network is damaged, impaired, or not functioning, Licensor will make commercially reasonable efforts to respond to requests for emergency restoration. However, response times may be adversely affected by conditions outside of the control of Licensor, including, but not limited to Force Majeure events as described herein.

3.4.2 Service Level Commitment and Step In Rights. Except in the event of Force Majeure or delay times due to Licensor wait times and major underground damages to the Facilities by a third party, Licensor shall respond to a fiber damage event within 2 hours to assess the damage. Once damage is assessed and a clearance to begin work has been given by the applicable authority, Licensor shall prioritize the power grid fibers first and then continue bringing up all damaged fibers by priority and completing within 4hrs. Summit shall be allowed to assist in the repair at any time during the outage.

3.4.3 Maintenance of Licensee Facilities. All maintenance and repairs, including emergency repairs, of facilities installed by Licensee beyond Licensor's Existing Network shall be performed by Licensee at Licensee's sole expense.

3.4.4 Maintenance of Licensor Facilities. All maintenance and repairs, including emergency repairs, of facilities installed by Licensor beyond Licensee's network shall be performed by Licensor at Licensor's sole expense.

3.5 Equipment. Maintenance on the electronic equipment, or other equipment owned by the Licensee, whether or not utilized or incorporated within Licensor's Existing Network, shall be performed by Licensee at Licensee's own expense. If Licensee requests Licensor to perform maintenance on the electronic equipment, such may be performed in accordance with Section 3.6 herein.

3.6 Additional Work by Licensor. If at any time the Licensee desires additional work to be performed by Licensor which is not included in this Agreement, such work shall be placed under a service order and mutually agreed to in writing between the Parties and paid for by Licensee in accordance with Licensor's Time and Material Rate Schedule in effect at that time. Licensor will make every

reasonable effort to accommodate the Licensee in its need, but is under no obligation to accept additional work.

3.7 At any connection point within the Licensor's Network, regardless of whether aerial or underground facilities, Licensee shall furnish a fiber optic tie cable that extends to a mutually agreed-upon Licensor vault and/or splice location. Licensee shall incur a one-time flat fee per location of five hundred dollars (\$500) per lateral payable to Licensor.

3.8 At any Licensor fiber demark within a third party building (not owned by Licensor) Licensee, at its sole expense, shall deliver a 12ct SMF fiber optic tie cable to Licensor's fiber panel to be spliced in lieu of bulkhead connections where possible. Licensee shall incur a one-time flat fee of five hundred dollars (\$500) per fiber tail of up to 12 fibers per tail payable to Licensor.

3.9 Licensor Fiber Splicing Specification: A splice loss of no greater than 0.10db in any one direction is desirable. If after three attempts a splice loss of no greater than 0.10db cannot be achieved, a maximum loss of 0.30db will be accepted. Overall optical loss per 1Km span shall not exceed .37dB @1550nm when measured in any one direction from patch panel/connector to patch panel/connector. If, subject to the Augmentation Cap and Licensor's capital improvements plan, Licensor cannot reduce this loss to 0.30db/km or less within thirty (30) days, then Licensee may bring this into specification by any means, up to and including augmenting the route. Any costs Licensee incurs will be deducted from future payments owed to Licensor in excess of the Revenue Share Commitment, but Licensee may not offset the costs incurred pursuant to this paragraph against the Revenue Share Commitment.

3.10 Access Requests. Subject to the Augmentation Cap specified in Section 3.11, upon execution of this Agreement, Licensor will initially provide two (2) strands of Dark Fiber to Licensee on three (3) distinct rings, as shown on Exhibit "B". Additionally, on an ongoing basis, Licensee shall have exclusive access to all Available Fiber, as defined below, in Licensor's Existing Network by submitting a formal written request to Licensor. "Available Fiber" means all Dark Fiber within Licensor's Existing Network with the exception of: (a) Dark Fiber actively in use for Licensor's own internal use, where Licensor will not charge (other than interdepartmental charges) for the Dark Fiber or services provided over it; (b) Dark Fiber needed to serve Licensor's existing nine (9) customers pursuant to Section 3.15 below; and (c) thirty percent (30%) of uncommitted Dark Fiber strands, whether or not in active use, but no less than two (2) Dark Fiber strands in any Cable, to be used for Licensor's own internal use, where Licensor will not charge (other than interdepartmental charges) for the Dark Fiber or services provided over it. Licensor shall make available to Licensee a system network map showing available fiber strands, by segment, to be updated by Licensor at Licensee's request, not to exceed on a quarterly basis, through a secured portal. Both Parties understand the critical nature of this information as it relates to cyber and physical security for the electric infrastructure in the



Lakeland Electric service footprint. Both Parties shall guard against unauthorized access to this information. In addition to exclusive access to Available Fiber within Licensor's Existing Network, Licensee shall have non-exclusive access to twenty-four (24) Dark Fiber strands for any Dark Fiber added to Licensor's Existing Network after the Effective Date of this Agreement ("Additional Fiber"). In order to secure access to Additional Fiber, Licensee shall submit a formal written request to Licensor. Licensor shall reserve the Additional Fiber for Licensee's use provided: (i) the Additional Fiber is not needed for Licensor's own internal use; (ii) the Additional Fiber is not needed to serve Licensor's existing nine (9) customers pursuant to Section 3.15 below; (iii) the Additional Fiber has not been committed to a third party; and (iv) Licensee demonstrates a current need for the Additional Fiber.

3.11 Augments. Licensor shall provide initial critical Network augments up to \$100,000 within one (1) year from execution of this Agreement, or on a timeline that is mutually agreeable. Such Network augments will be limited to any locations where there are not at least six (6) strands of fiber available for Licensee's use, as shown on the attached map marked as Exhibit "C", consisting of approximately 63,220 feet and as shown in red and noted as showing less than six (6) Dark Fiber strands available. The provided augments shall be at locations as mutually agreed upon by both Parties. The Parties shall work in good faith to determine when and where additional augments are needed, based on both customer demand and the needs of Licensee. Licensee shall make all requests for augments hereunder in writing to Licensor. For all normal course augments that are known upgrades in Licensor's capital improvement plans, Licensor shall have two (2) years to complete the additional augment(s), with priority given by mutual agreement of the parties. Any further augments requested by Licensee that are not within the Licensor's capital improvement plans and not part of the initial Network augments shall be at Licensee's cost and ownership. All large-scale augments (greater than two miles) shall be discussed between the Parties to agree on a mutual timeframe for delivery of such additional fiber. In the event the Licensor determines it does not have the required capital to construct the requested augment, Licensee shall overbuild and own its improvements. Notwithstanding anything contained in this Agreement to the contrary, Licensor's obligation to provide augments or improvements to Licensor's Existing Network or to any expansion of Licensor's Existing Network shall not exceed \$100,000 in total costs over the term of this Agreement, including any renewal terms hereunder (the "Augmentation Cap").

3.12 Licensee shall be given the right to periodically inspect Licensor's Network to validate the numbers of dark fibers in a segment. Such inspection and access shall be escorted by Licensor. The Parties shall endeavor to conduct inspections as work is being done to optimize the time spent. Where applicable, Licensee shall be permitted to consult with Licensor regarding laterals, umbilicals and/or tails for Licensee's Network use.

3.13 Marketing and Sales. Licensee shall serve as the exclusive marketing and sales agent for commercializing available fiber capacity in Licensor's Existing Network as well as all fiber capacity Licensee installs beyond Licensor's Existing Network. Licensor will direct inbound sales opportunities to Licensee for sales qualification and execution. Licensor and Licensee will coordinate on new sales opportunities from existing commercial fiber customers and Licensor's government customers. Licensor shall introduce Licensee to its existing customers in an effort to facilitate any sales opportunities to the existing customer's services. Any new services or augments requested by the Licensor's existing customers (except for Licensor's customer requests for additional dark fiber at the same location) shall be sold and delivered by Licensee.

3.14 New Customers. Licensee shall be responsible for all new customer accounts, including, without limitation, installation, testing, service turn-up and delivery, and ongoing customer service and billing. Licensor shall have no responsibility relating to new customers.

3.15 Existing Licensor Customers. Licensor shall maintain responsibility for servicing existing Licensor customers and Licensor's self-serve network. Provided, however, Licensee shall have the right to provide new service to existing Licensor customers at the existing locations as follows. If the existing Licensor customer requests additional fiber on the same exact route as existing fiber, then the Licensor will contract this directly with the existing customer. If the existing customer requests fiber or lit services to a new building/location, then Licensor will refer the existing customer to Licensee and Licensee will provide such new service and will charge the existing Licensor customer the same price per fiber mile for the new route that the Licensor is currently charging the existing customer.

3.16 Digital Divide. Licensee will, on an annual basis during the Initial Term, contribute at least Twenty Thousand Dollars (\$20,000.00) in goods or services (either directly or through a partner) in order to increase the availability of broadband service in economically disadvantaged areas within the Lakeland Electric Service Area that are currently unserved or underserved with respect to broadband internet service.

#### **Section 4 – Term and Termination**

4.1 Term. This Agreement shall be in full force and effect as of the Effective Date. The initial term shall commence on the Effective Date, and unless sooner terminated in accordance with this Section, shall remain in effect for an initial term of ten (10) years (the "Initial Term"). Thereafter, the Agreement shall automatically renew for subsequent ten (10) year terms (each, a "Renewal Term") except: (i) in the case of a material breach resulting in a Full Termination for default in accordance with this Section 4; (ii) in the event Licensee's investments to provide broadband internet service to customers within the Lakeland Electric Service Area do not total at least Twenty Million Dollars (\$20,000,000) over the

first five (5) years of the Initial Term of this Agreement; or (iii) in the event Licensee fails to contribute at least Twenty Thousand Dollars (\$20,000.00) annually in goods or services (either directly or through a partner) during the Initial Term in order to increase the availability of broadband service in economically disadvantaged areas within the Lakeland Electric Service Area that are currently unserved or underserved with respect to broadband internet service. Upon the occurrence of any event preventing the automatic renewal of this Agreement, this Agreement shall expire, if not earlier terminated, at the end of the then-current term and the Parties shall have no further obligations with respect to one another with the exception of the payment of any amounts due to the other Party at such expiration, which payment obligation shall survive the expiration or other termination of this Agreement.

#### 4.2 Termination for default.

4.2.1 The Licensee shall have the right to terminate this Agreement upon thirty (30) days' prior written notice if Licensor defaults in its material obligations hereunder and fails to cure such default identified in said notice within said thirty (30) day period, or if the default is not capable of being cured within such thirty (30) day period, Licensor fails to promptly begin cure of the default and does not proceed to cure the default within a reasonable period not to exceed forty-five (45) days from the date of the initial notice of default. In addition to termination, Licensee shall have the right to pursue any other remedy available to Licensee at law or equity for a material default by Licensor under this Agreement that remains uncured pursuant to this subsection.

4.2.2 Licensor shall have the right to terminate this Agreement if Licensee fails to make any required payment under this Agreement within forty-five (45) days of the due date or if Licensee defaults in any of its other material obligations hereunder and fails to cure such default within thirty (30) days of written notice of such default, or if the default is not capable of being cured within such thirty (30) day period, Licensee fails to promptly begin cure of the default and does not proceed to cure the default within a reasonable period not to exceed forty-five (45) days from the date of the initial notice of default. In addition to termination, Licensor shall have the right to pursue any other remedy available to Licensor at law or equity for a material default by Licensee under this Agreement that remains uncured pursuant to this subsection. A termination hereunder shall either be a Full Termination or a Partial Termination, as specified in Section 4.3 below.

#### 4.3 Use of Dark Fiber Subsequent to Full and Partial Termination.

4.3.1 Partial Termination. In the event of a termination pursuant to this Section 4 for any material default by Licensee other than a failure by Licensee to make a required payment under this Agreement or to comply

with the requirements of Section 5.5 below relating to the certification of gross revenue and/or Licensor's audit rights (a "Partial Termination"), Licensee shall be permitted to continue to utilize all Licensor Dark Fiber strands it is actively using to service a customer at the time of such Partial Termination within the Electric Service Area, subject to all other terms and conditions of this Agreement, including payment to Licensor of the greater of the Revenue Share or the Revenue Share Commitment. All unused/unlit Licensor fibers at the time of such Partial Termination shall no longer be made available to Licensee, unless by mutual agreement. Licensee may continue to utilize Licensor Dark Fiber strands actively in use at the time of such Partial Termination until such time as Licensee is no longer utilizing said Dark Fiber strands to service a customer within the Electric Service Area, at which time Licensee's right to utilize such Dark Fiber shall terminate and Licensee shall return said Dark Fiber strands to Licensor.

4.3.2 Full Termination. In the event of a termination based upon a failure by Licensee to make a required payment under this Agreement or to comply with the requirements of Section 5.5 below relating to the certification of gross revenue and/or Licensor's audit rights (a "Full Termination"), this Agreement shall terminate in its entirety, including Licensee's rights to continue to utilize Licensor's Dark Fiber strands it is actively using to service a customer, ninety (90) days following the expiration of the applicable curative period.

## **Section 5 – Payment and Billing**

5.1 Invoice, Payment and Revenue Share. In lieu of payment of Licensor's standard dark fiber license fees, including any make-ready or connectivity fees charged by Licensor, Licensee shall pay to Licensor on a quarterly basis an amount equal to ten percent (10%) of all commercial, residential and wholesale recurring broadband internet service gross revenue, but excluding all revenue from voice, video and value-added services, received by Licensee from customers that both: a) have an A or Z service delivery point within Lakeland Electric's actual service territory (the "Electric Service Area"), and b) utilize the Licensor's Network for the delivery of the services to the customer (the "Revenue Share"). For clarity, Exhibit "D" depicts the instances when the Revenue Share shall and shall not apply as of the Effective Date of this Agreement. In no event will the above sum paid to Licensor be less than the sum of One Hundred Forty-Four Thousand and No/100 Dollars (\$144,000) (the "Revenue Share Commitment") in any given year of this Agreement, pro-rated for any partial year of this Agreement (as this fee will be calculated on a calendar year basis).

5.2 For the avoidance of doubt, notwithstanding any payments made by Licensee to Licensor pursuant to Section 5.1, Licensee shall nevertheless be responsible for the payment of any and all pole attachment fees due and owing

to Licensor pursuant to Licensor's Pole Attachment Ordinance (Ordinance No. 4899, as amended), in addition to such payments as are made to Licensor pursuant to Section 5.1 of this Agreement.

5.3 Invoices for any additional work (as referred to in Section 3.6 hereof) shall be presented to Licensee within thirty (30) days after completion of such work. Licensee shall remit payment within thirty (30) days of receipt of such invoice.

5.4 Payment Disputes. If a portion of any invoice is disputed, the undisputed amount shall be payable when due. In the event of a payment dispute, the disputing Party shall submit a written notice of said dispute within fifteen (15) days of receiving the invoice and provide a basis for the dispute. The Party receiving the written dispute shall issue a response to the disputing Party within fifteen (15) days of receipt of the written dispute. Upon determination of the correct amount, the remainder, if any, shall become due and payable. If within a reasonable period of time not to exceed sixty (60) days from the date of the disputed invoice, the Parties cannot determine or agree upon the correct amount of the disputed charge, either Party may exercise all remedies available at law or equity.

5.5 Certification of Gross Revenue; Audit Rights. Licensee shall cause an independent external auditor (who shall be a certified public accountant) to certify Licensee's total annual gross revenue to Licensor on an annual basis, beginning no later than ninety (90) days following the conclusion of the first full calendar year of this Agreement, which certification shall demonstrate the calculations used to determine Licensee's annual gross revenue and which shall also certify Licensee's quarterly gross revenue during the preceding year. In addition, Licensor or an independent auditor of Licensor's selection, shall have the right to audit Licensee's financial records, but only as they relate to Licensee's customers or revenue generated within the Lakeland Electric Service Area and are otherwise subject to the Revenue Share contained in this Section 5, and as reasonably necessary to determine the proper amounts owed to Licensor pursuant to this Agreement (a "Licensor Audit"). Licensor shall bear all costs associated with the Licensor Audit. Each Party shall be responsible for their own overhead costs in support of the audit. The Parties shall have forty-five (45) days following the completed audit to make any corrections. In addition to the certification of Licensee's gross revenue, no later than ninety (90) days following the conclusion of the initial full five (5) calendar years of this Agreement, Licensee shall also cause its independent external auditor to certify to Licensor the total amount of Licensee's investments made in order to provide broadband internet service to customers within the Lakeland Electric Service Area and Licensor shall have the same rights to audit Licensee's financial records with respect to Licensee's investments that it has with respect to Licensee's gross revenue.

## **Section 6 – Force Majeure**

6.1 If, because of a Force Majeure, either Party is unable in whole or any part to carry out any of its material obligations under this Agreement and such Party promptly gives notice to the other Party of such Force Majeure, then the material obligations of the Party claiming Force majeure shall be suspended to the extent and for the period made reasonably necessary by such Force Majeure; provided however, that the Party claiming Force Majeure proceeds with all reasonable dispatch and employs such diligence as is reasonably necessary to remedy the event causing such Force Majeure. Should the condition of Force Majeure continue for a period of sixty (60) days following notice by the Party claiming Force Majeure of the event, then the other Party, upon thirty (30) days written notice to the Party claiming Force Majeure, may terminate this Agreement without liability.

## **Section 7 – Warranty**

7.1 Licensor warrants that it owns Licensor's Existing Network and all necessary appurtenances to Licensor's Existing Network, including manholes, handholes and conduit and has sufficient rights in all property, public or private, in which the Facilities are located, with the exception of easements over private property that are not assignable to Licensee, to grant the license hereunder.

7.2 EXCEPT AS SET FORTH ABOVE, LICENSOR MAKES NO WARRANTY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO LICENSOR'S EXISTING NETWORK OR SERVICES PROVIDED HEREUNDER.

## **Section 8 – Limitation of Liability**

8.1 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY, WHETHER BASED ON CONTRACT, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, RESULTING FROM THE PERFORMANCE, NONPERFORMANCE OR BREACH OF THIS AGREEMENT, EXCEPT IN THE EVENT EITHER PARTY IS FOUND LIABLE ON THE BASIS OF GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT.

## **Section 9 – Miscellaneous Provisions**

9.1 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns. For these purposes, the term "successor" shall include, without

limitation, any entity or other person to whom Licensor transfers its electric utility operations, or its fiber communication operations.

9.2 Assignment. Notwithstanding the provisions of Section 9.1, Licensee may assign its rights and/or obligations hereunder to its parent, affiliates or subsidiaries upon written notice to Licensor. Licensee may assign its rights and/or obligations hereunder to any other entity or pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all of its assets upon prior written consent of Licensor, which consent shall not be unreasonably withheld, provided that Licensee shall remain liable on each of its obligations hereunder notwithstanding such assignment.

9.3 Entire Agreement. This Agreement, together with any Right-of-Way Use Permit(s) and Building Access Agreements (collectively, the "Contract Documents") contains a complete statement of all of the arrangements and understandings between the Parties with respect to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in the Contract Documents. Any modifications to this Agreement shall be in writing and executed in the same manner as this Agreement.

9.4 Headings. The paragraph headings appearing in this Agreement are for convenience only and shall not affect the meaning or interpretation of the Agreement.

9.5 Waiver. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by the Party sought to be bound thereby. The waiver by either Party of any default by the other Party hereunder or waiver of strict compliance with any of the terms and conditions of this Agreement, shall not be deemed a waiver by such party of any other or future default of the other Party or a waiver by any such Party of its right to strict compliance by the other Party of any other terms or conditions of this Agreement not subject to such waiver.

9.6 Severability. If any provision of this Agreement is found contrary to law or unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties agree to replace such unlawful or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the unlawful or unenforceable provision.

9.7 Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to that State's choice of law or conflict of laws rules. Should suit be filed for any reason arising out of this Agreement, the Parties agree that venue for such action shall lie only in the

courts of competent jurisdiction sitting in Polk County, Florida, or in the United States District Court for the Middle District of Florida, Tampa Division, but, as to the federal court, only in the event of a claim involving a question of the interpretation or enforcement of rights or obligations, if any, arising under a federal statute or regulation. This subsection shall survive the termination of this Agreement for any reason.

9.8 Maintenance of Licensor's Electric Facilities. Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such a manner that will enable it to fulfill its own utility service requirements, and in accordance with the National Electric Safety Code (NESC) or any amendments or revisions of the NESC. Licensor shall exercise reasonable care to prevent interruption of Licensee's services or interference with the licensed fiber arising in any manner out of the use of Licensor's poles hereunder. Licensor shall not, however, be liable to Licensee for any interruption to its services or interference with the operation of the System, unless such interruption and/or interference arises from the negligence or willful misconduct of Licensor or its employees.

9.9 Remove or Relocate Poles. Licensor shall have the power at any time to remove or relocate any pole, wire, cable or structure that is dangerous to life or property without incurring any liability for such removal or relocation provided that Licensor shall restore such pole, wire, cable or structure that has been cut or removed as soon as commercially reasonable and be responsible for such removal and/or relocation costs.

9.10 Emergency or Disaster. If at any time, in case of emergency or disaster, it shall become necessary in the reasonable professional judgment of Licensor to cut or move any of the Network (including, without limitation, any of Licensee's facilities or electronic equipment owned by Licensee), Licensor, at its expense, shall have the right to do so without incurring any liability, provided that Licensor shall restore any portion of the Network that has been cut or removed as soon as commercially reasonable. Licensor shall endeavor to give Licensee notice of any impending emergency whereby it needs to take action under this section 9.10. In the event it is not feasible to give such notice, Licensor shall deliver notice to Licensee as soon as practicable following or during such event.

9.11 Pole/fiber Abandonment. If Licensor desires at any time to abandon any affected pole/fiber in the project, and such abandonment shall make the licensed facilities unusable, it shall give Licensee notice in writing to that effect promptly after it has made a determination to abandon any such facilities, but in no event less than ninety (90) days' prior to the date on which it intends to abandon such facility. If agreed to by both Parties, and the Licensee has need for such pole/fiber to remain in place, the Licensor may, at its sole discretion, transfer ownership of the pole/fiber to the Licensee for a mutually agreed cost, and the Licensee shall save harmless Licensor of such pole/fiber from obligation, liability, damages, costs, expenses or charges incurred thereafter. It is not the



intent of this provision to place an obligation upon the Licensor to transfer/sell abandoned facilities to the Licensee.

9.12 Sole Benefit. Nothing in this Agreement shall require the Licensor to maintain its poles for the sole benefit of leasing fiber to the Licensee. Should the Licensor no longer need the use of its poles, it may terminate this Agreement upon ninety (90) days' prior written notice to Licensee, and Licensee may make no claim for any damages whatsoever.

9.13 Counterparts. The Parties shall execute two (2) originals of this Agreement, and Licensor shall provide Licensee one original of this Agreement, duly executed by the Mayor of the City of Lakeland or authorized designee and attested to by the City Clerk of the City of Lakeland. The Parties agree that electronic or other copies of the fully-executed Agreement shall be admissible for any purpose.

9.14 Location of Facilities. The location of any overhead or underground facilities on the properties of Licensee will be mutually agreed upon between the Parties prior to installation. A signed-off "as-built" print or drawing and agreement by duly authorized Licensor and Licensee representatives will be provided upon completion of installation and turn-up of the dark fiber routes and become an attachment to and part of this Agreement.

9.15 The Parties shall work together in good faith on any relocations, road widenings, or other network-impacting events. For clarity, Licensor shall be solely responsible for any relocations of the Dark Fiber and Network, unless due to a request by Licensee.

9.16. Lease of Licensee Dark Fibers to Licensor. Licensor shall be permitted to lease dark fiber strands from Licensee on Licensee's network at the rate of twenty-five dollars (\$25.00) per fiber mile per month, upon mutually agreeable commercial terms. Licensee shall have the right to determine if its dark fibers are available for lease by Licensor, based upon reasonable current and future planning and requirements. In no event shall Licensor's payments under this Section 9.16 be subject to the Revenue Share as a customer of Licensee or otherwise.

9.17 Access to Records and Subcontractors Clause. Until the expiration of four (4) years after the furnishing of the Products, Goods and/or Services hereunder, Licensor shall, upon written request, make available to Licensee, or any of their duly authorized representatives, copies of this Agreement and such books, documents and records of Licensor that are reasonably necessary or, if applicable, expressly required by law to verify the nature and extent of the costs of the Products, Goods and/or Services rendered hereunder to the full extent required by the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. Section 1395x(v)(1)(A), or by any other applicable federal or state authority.

9.18 Public Records. **IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: [KEVIN.COOK@LAKELANDGOV.NET](mailto:KEVIN.COOK@LAKELANDGOV.NET), ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.**

In accordance with Florida Statute §119.0701, the Licensee shall keep and maintain public records required by the Licensor in performance of services pursuant to this Agreement. Upon request from the Licensor's custodian of public records, Licensee shall provide the Licensor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Licensee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if the Licensee does not transfer the records to the Licensor. Licensee shall, upon completion of the Agreement, transfer, at no cost, to the Licensor all public records in possession of the Licensee or keep and maintain public records required by the Licensor to perform services pursuant to this Agreement. If the Licensee transfers all public records to the Licensor upon completion of this Agreement, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of this Agreement, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Licensor, upon request from the Licensor's custodian of public records, in a format that is compatible with the information technology systems of the Licensor.

9.19 Licensee shall follow all City of Lakeland right-of-way policies and procedures for construction in the City right-of-way. Licensee shall be allowed to group its construction plans in a way to optimize Licensor's permitting processes and Licensee's work plans. Licensor will work with Licensee to expedite the permitting process to the extent permit applications are consistent and reasonable.

9.20 Effective Date. The effective date of this Agreement ("Effective Date") shall be the date the last of the Parties executes the Agreement.

## **Section 10 – Further Limitations**

10.1 Sole Use. The Dark Fibers licensed hereunder shall be for the sole use of the Licensee and shall not be resold to any third party or entity without the prior written consent of Licensor.

10.2 Governmental Functions Not Affected. Neither Licensor's entering into this Agreement, nor any provision hereof, shall be deemed to conflict with, limit, or preclude Licensor's enforcement of its ordinances and policies, or Licensor's exercise of its municipal government functions.

10.3 Third Party Consents. Loss or revocation of any third-party consents shall be considered a force majeure event.

## **Section 11 – Special Conditions**

Notwithstanding any other term and condition of this Agreement, performance by Licensor is contingent upon Licensee securing and maintaining any necessary consents of the pertinent fee owner at any demarcation point. Any costs borne by the Licensor in securing said consents shall be reimbursed by the Licensee. Licensee, at their option, may secure consents on behalf of the Licensor provided that the Licensor is satisfied with the form and execution of the consents. Licensee shall arrange for such access to Licensee's or a third party's facilities and premises as Licensor may reasonably require to carry out Licensor's obligations hereunder.

## **Section 12 – Notice**

Any notice required hereunder shall be deemed to have been provided in accordance with this Agreement when received by the other Party as follows:

A. If to Licensor:

For Contractual Notice:

Contract Services  
City of Lakeland  
Dept. of Electric Utilities  
501 East Lemon Street  
Lakeland, FL 33801-5050  
(863) 834-6342

With a copy to:

City Attorney  
City of Lakeland  
228 S. Massachusetts Avenue  
Lakeland, FL 33801

For Operational Notice and routine maintenance:

Fiber Optics Supervisor (CH-TELECOM)  
City of Lakeland  
Information Technology, Telecom  
3610 Drane Field Rd.  
Lakeland, FL 33811  
(863) 834-6801  
After normal business hours (7 am to 4 pm – Monday  
through Friday excluding holidays) contact: (863) 834-8550

B. If to Licensee:

For Contractual Notices:

For Contractual Notice:  
Attn: Legal Department  
4558 35<sup>th</sup> Street  
Orlando, Florida 32811  
Tel: (407) 996-8900

For Operational Notices:

For Operational Notices:  
Attn: Tim Green  
4558 35<sup>th</sup> Street  
Orlando, Florida 32811  
Tel: (727) 243-5251  
Email: [noc@summit-broadband.com](mailto:noc@summit-broadband.com)  
[timothy.green@summit-broadband.com](mailto:timothy.green@summit-broadband.com)

[Signature Page Follows]

**IN WITNESS WHEREOF**, this Agreement is entered into the date first written above.

**CITY OF LAKELAND**

**ORLANDO TELEPHONE  
COMPANY, INC., DBA SUMMIT  
BROADBAND**

By: \_\_\_\_\_  
H. William Mutz, Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Kelly S. Koos, City Clerk

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form and Correctness:

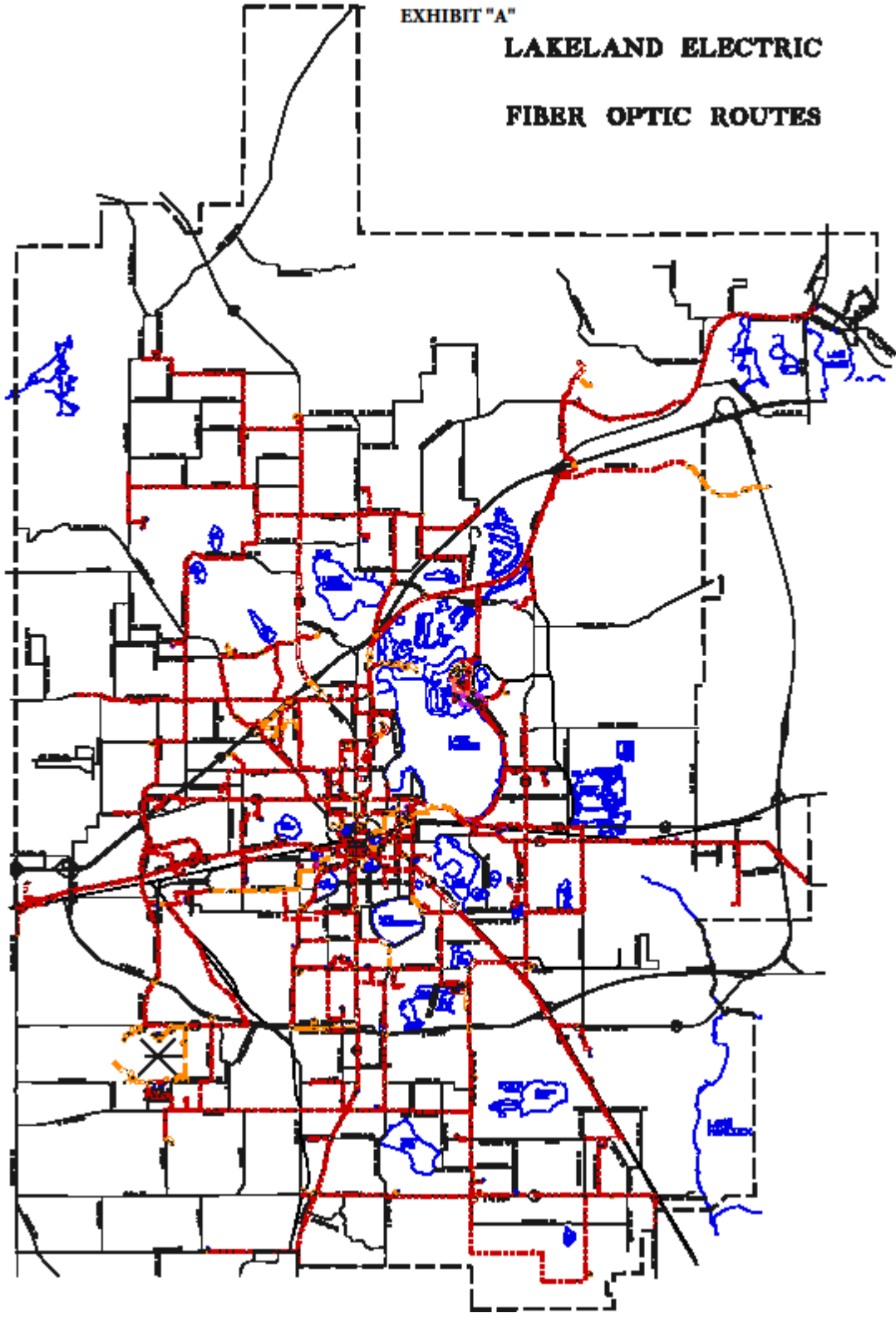
\_\_\_\_\_  
Palmer C. Davis, City Attorney

**EXHIBIT "A"**  
**Dark Fiber Route**

EXHIBIT "A"

**LAKELAND ELECTRIC**

**FIBER OPTIC ROUTES**



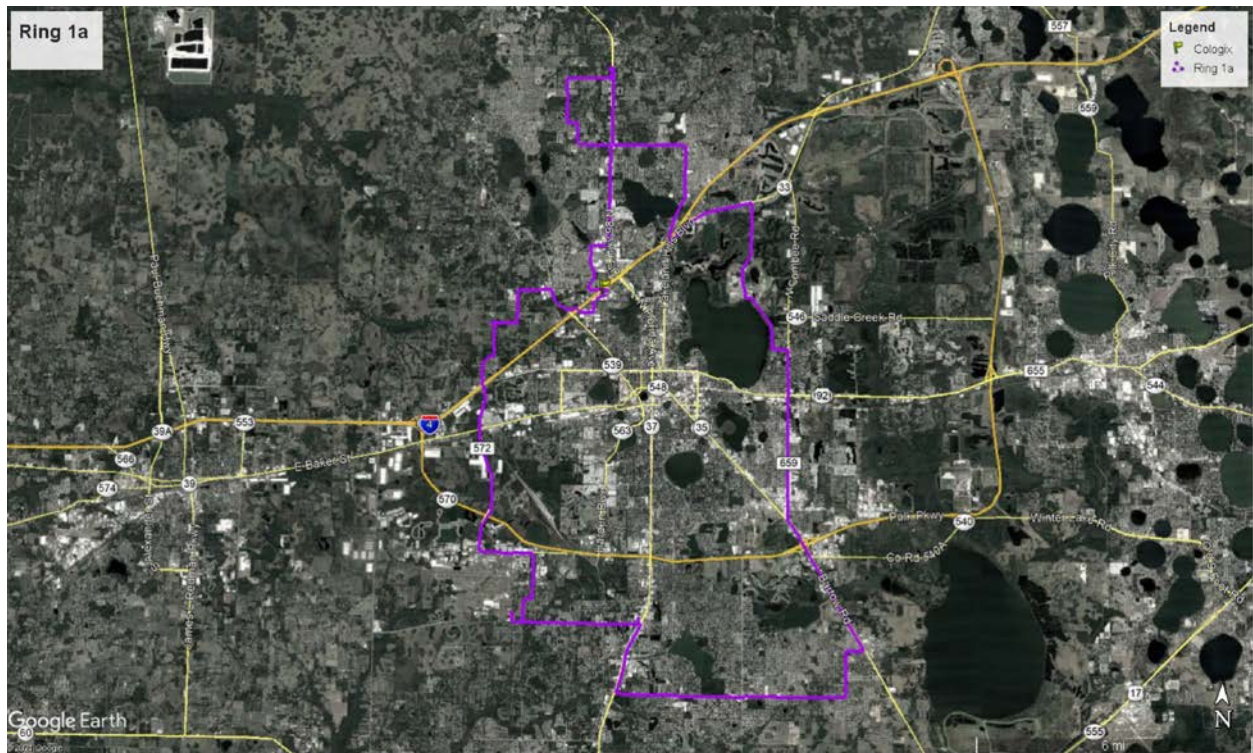
## **EXHIBIT “B”**

### **Initial Routes**

#### **Ring 1**

- Starting at Cologix meet me panel
- North exit of Cologix to Griffin Rd.
- West on Griffin Rd (north side) to Mall Hill Dr.
- North on Mall Hill Dr (east side) to Sleepy Hill Rd.
- West on Sleepy Hill Rd (north side) to US Hwy 98 N.
- North On US Hwy 98 N (west side) to Marcum Rd.
- West on Marcum Rd (north side) to Green Rd.
- North On Green Rd (west side) to Duff Rd -West on Duff Rd (south side) to Park Byrd Rd -North on Park Byrd Rd (East side) to Banana Rd -East on Banana Rd (north side) to US Hwy 98 N -North on US Hwy 98 N (west side) to substation splice point, cross US Hwy 98 -US Hwy 98 (East Side) south to Marcum Rd.
- East on Marcum Rd (north side) to N Socrum Loop Rd -N Socrum Loop Rd (east side) to Lake Hills Blvd.
- East on Lake Hills Blvd (south side) to Easement connecting Lake Parker Dr.
- South on Lake Parker Dr (east side) to Idlewild St.
- East on Idlewild st (crosses more than once) to Co Rd 33A -South on Co Rd 33A (crosses more than once) to Co Rd 540A -South on Co Rd 540 A (west side) to Clubhouse Rd -West on Clubhouse Rd (north side) to Strickland Ave -South on Strickland Ave (west side) to Co Rd 540 A -West on Co Rd 540 A (crosses more than once) to S Florida Ave -North on S Florida Ave (west side) to Lake Miriam Dr -West on Lake Miriam Dr to Easement starting at about 27°58'29.72"N / 82° 0'7.69"W
- North on Easement to Old Medulla Rd.
- West on Old Medulla Rd to Waring Rd
- North on Waring Rd (east side) to Drane Field Rd -West on Drane Field Rd to Airport Rd.
- North on Airport Rd to N Galloway Rd
- North on N Galloway Rd to Laura Rd, Cross I4, continue north on N Galloway Rd. to Sutton Rd -North on Sutton Rd to W Bella Vista St.
- East on Bella Vista St (north side) to N Galloway Rd -North on N Galloway Rd to Knights Station Rd -East on Knights Station Rd to Co Rd 35 Alt -South on Co Rd 35 Alt to easement crossing I4 to Interstate Dr.
- North on Interstate Dr to South Entrance of Cologix.
- Enter Cologix from south entrance terminate on different panel in meet me room of Cologix.

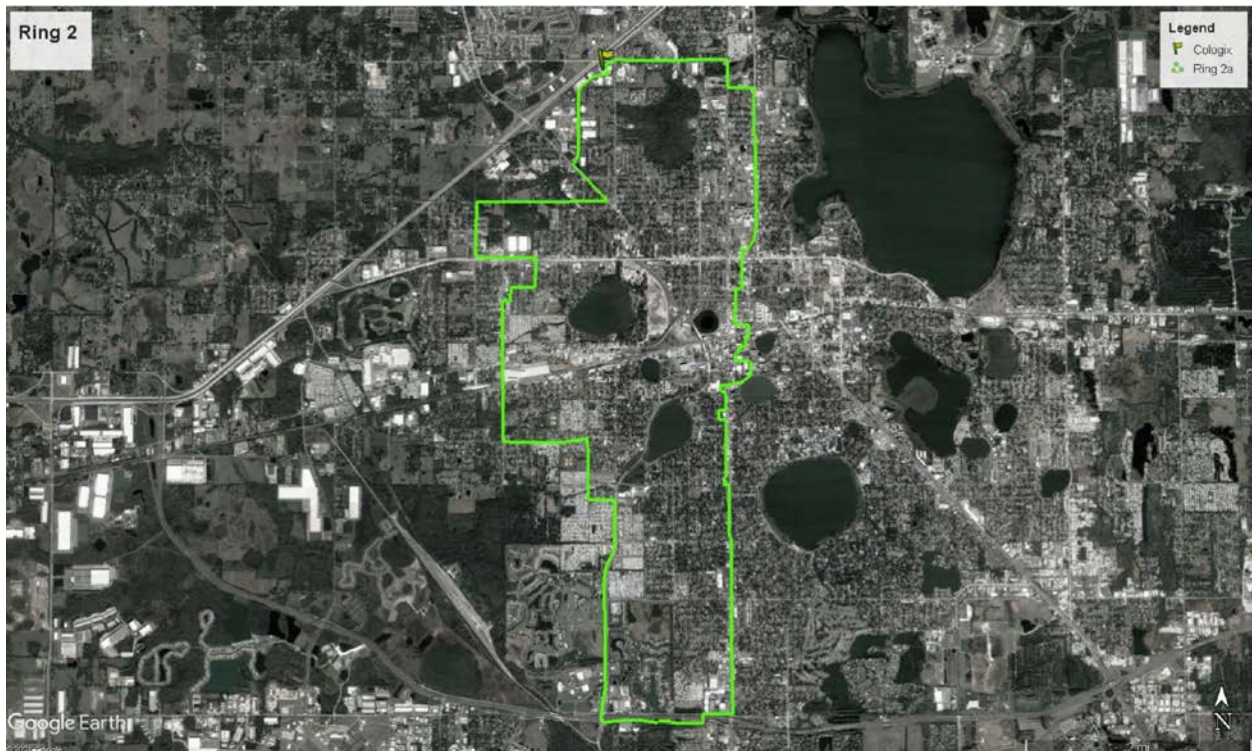




## Ring 2

- Start in Cologix Meet Me room north entrance,
- North from Cologix to Griffin Rd
- East on Griffin Rd (north side) to Florida Ave N
- South on Florida Ave N (East side) to Granada St
- East on Granada St (north side) to Lakeland Hills Blvd
- South on Lakeland Hills Blvd to E 1<sup>st</sup> St.
- West on E 1<sup>st</sup> St (north side) to N Kentucky Ave
- South on N Kentucky Ave (west side) to E Parker St
- West on E Parker St (south side) to N Tennessee Ave
- South N Tennessee Ave to Traders Alley
- East on Traders Alley to N Massachusetts Ave
- South on N Massachusetts Ave to Cedar St
- West on Cedar St. (north side) to un-named alley - easement starting at  $28^{\circ} 2'41.92''N / 81^{\circ}57'16.74''W$
- South on un-named alley -easement to un-named alley – easement starting at  $28^{\circ} 2'37.28''N / 81^{\circ}57'16.84''W$
- West on un-named alley – easement to un-named alley -easement starting at  $28^{\circ} 2'37.18''N / 81^{\circ}57'20.38''W$
- South on un-named alley – easement to E Lemon St.
- West on E Lemon St to S Tennessee Ave
- South on S Tennessee Ave to E Orange St
- East on E Orange St to S Massachusetts Ave
- South on S Massachusetts Ave to Lake Morton Dr
- West on Lake Morton Dr to E Walnut St.
- West on E Walnut St to S Missouri Ave
- South on S Missouri Ave to Hickory St.
- East on Hickory St. to Florida S
- South on Florida S to Hillcrest St

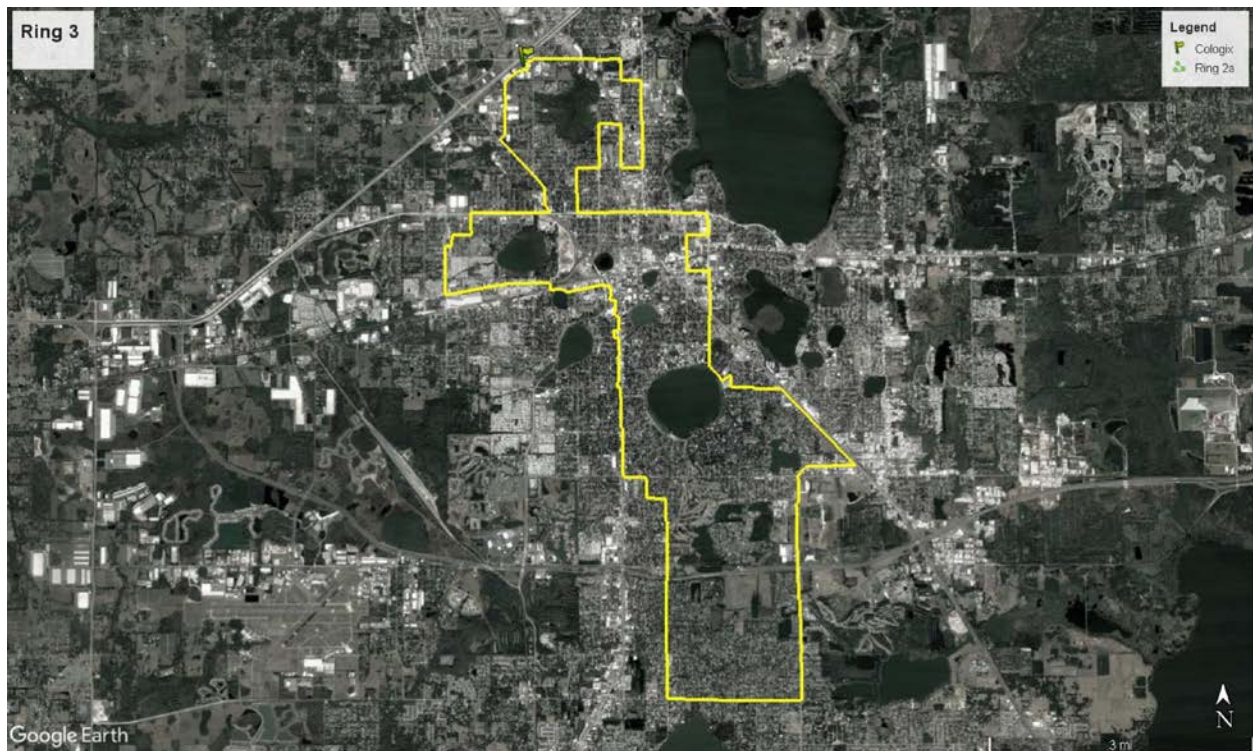
- west on Hillcrest St to un-named alley starting to 28° 2'6.93"N / 81°57'31.30"W
- un-named alley to Ridgewood St.
- East to Ridgewood St to S Missouri Ave
- South on S Missouri Ave to Florida S
- South on Florida S to W Hancock St
- West on West Hancock St to unnamed alley starting at 28° 1'36.12"N / 81°57'28.60"W
- South on unnamed alley to Ariana St.
- East on Ariana St to S Florida Ave.
- South on S Florida Ave to N Parkway Frontage Rd
- West on N Parkway Frontage Rd to easement starting at 27°59'48.47"N / 81°57'39.74"W
- South through easement crossing I4 to S Parkway Frontage Rd
- West S Parkway Frontage Rd to Harden Blvd
- North On Harden Blvd to Forest Park St.
- West On Forest Park St to Lotus Ave
- North on Lotus Ave to W Highland St
- West on W Highland St to S Wabash Ave
- North on S Wabash Ave to West Magnolia
- East on West Magnolia to N Suwannee Ave
- North on N Suwannee Ave to W Parker St
- East on West Parker St to N Grady Ave
- North on N Grady Ave W Memorial Blvd
- West on W Memorial Blvd to N Chestnut Rd.
- North on N Chestnut Rd to W 10<sup>th</sup> St.
- East on West 10<sup>th</sup> to Kathleen Rd.
- North on Kathleen Rd to Interstate Dr
- North on Interstate Dr to South Entrance of Cologix.
- End at Meet Me fiber panel terminating South Entrance cable to Cologix.



### Ring 3

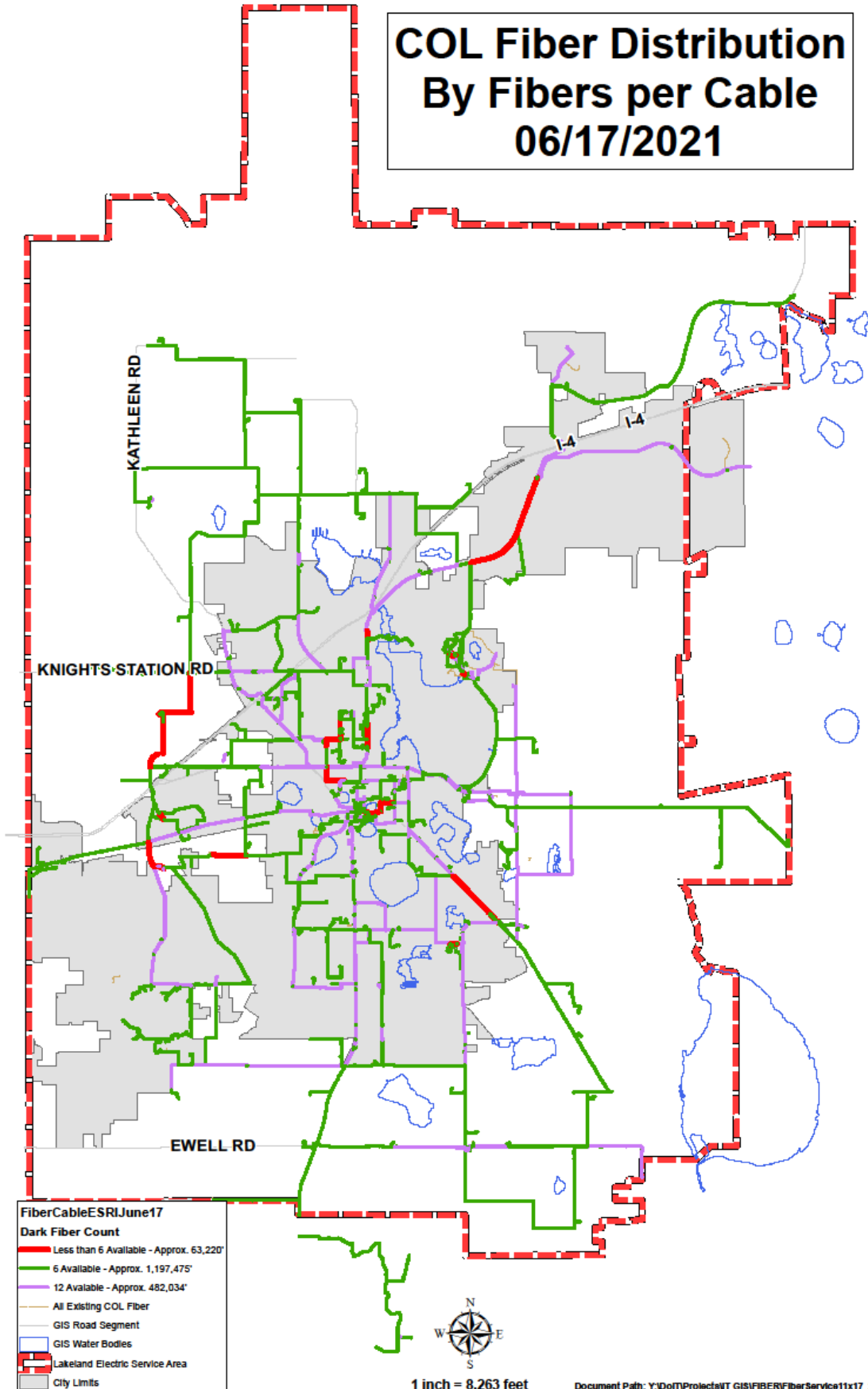
- Start in Cologix Meet Me room north entrance,
- North from Cologix to Griffin Rd
- East on Griffin Rd (north side) to Florida Ave N
- South on Florida Ave N (East side) to Granada St
- East on Granada St (north side) to Lakeland Hills Blvd
- South on Lakeland Hills Blvd to Parkview Pl
- West on Parkview Pl to N Florida Ave
- North on North Florida Ave to E Bella Vista St.
- West on E Bella Vista St to Martin L King Jr Ave
- South on Martin L King Jr Ave to W 10<sup>th</sup> St.
- West on W 10<sup>th</sup> St to N Lincoln Ave
- South on N Lincoln Ave to W Memorial Blvd
- East on W Memorial Blvd to N Lake Parker Ave
- South on N Lake Parker Ave to E Parker St
- West on E Parker St to N Ingraham Ave
- South on N Ingraham Ave to E Rose St
- East on E Rose St to S Lake Parker Ave.
- South on S Lake Parker Ave to Hollingsworth Rd
- South on Hollingsworth Rd to Lake Hollingsworth Dr
- East on Lake Hollingsworth Dr to easement starting at 28° 1'37.36"N/81°56'18.28"W
- Follow easement north/NE then South to 28° 1'33.56"N / 81°56'11.67"W at Crystal lake Dr
- East on Crystal Lake Dr to Bartow Rd
- South on Bartow Rd to E Edgewood Dr.
- West on E Edgewood Dr to CR 37B (Lakeland Highlands Rd)
- South on Lakeland Highlands Rd to Lake Miriam Dr.
- West on Lake Miriam Dr. to Cleveland Heights Blvd
- North on Cleveland Heights Blvd to Glendale St
- West on Glendale St to Woodland Hills Ave.
- North Woodland Hills Ave to E Edgewood Dr
- West on E Edgewood Dr to S Florida Ave.
- North on S Florida Ave to Ariana St
- West on Ariana St to unnamed alley at 28° 1'33.47"N/ 81°57'28.71"W
- North on unnamed alley to W Hancock Rd
- East on W Hancock Rd to Florida S.
- North on Florida S to S Missouri Ave
- North on S Missouri Ave to Ridgewood St
- West to Ridgewood St to unnamed alley/easement starting at 28° 2'3.48"N/81°57'31.10"W
- North on alley/easement to Hillcrest St.
- East on Hillcrest St to Florida S.
- North on Florida S to Hickory St
- West on Hickory St to S Missouri Ave.
- North on S Missouri Ave to E Lime St.
- West E Lime St to S New York Ave.
- North on S New York Ave to E Lemon St
- West on E Lemon St to W Lemon St
- West on W Lemon St to Lake Beulah Dr
- West on Lake Beulah Dr to S Central Ave
- West on S Central Ave to easement starting at 28° 2'31.47"N/ 81°58'13.99"W

- North on Easement crossing railroad to George Jenkins Blvd
- West on George Jenkins Blvd to Wabash Ave N
- North Wabash Ave N to West Magnolia St
- East West Magnolia St to N Suwannee Ave
- North on N Suwannee Ave to W Parker St
- East on W Parker St to N Grady Ave
- North on N Grady Ave to W Memorial Blvd
- East on W Memorial Blvd to Kathleen Rd
- North on Kathleen Rd to Interstate Dr
- North on Interstate Dr to South Entrance of Cologix.
- End at Meet Me fiber panel terminating South Entrance cable to Cologix.



**EXHIBIT "C"**

# COL Fiber Distribution By Fibers per Cable 06/17/2021



**EXHIBIT "D"**  
**Revenue Share Depictions**

