

LINEAR FACILITIES POLE ATTACHMENT AGREEMENT

BY AND AMONG

**CITY OF VERO BEACH, FLORIDA,
INDIAN RIVER COUNTY, FLORIDA,
SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AND
FLORIDA POWER & LIGHT COMPANY**

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[Subject to Updating]

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**LINEAR FACILITIES POLE ATTACHMENT AGREEMENT BETWEEN
CITY OF VERO BEACH, FLORIDA,
INDIAN RIVER COUNTY, FLORIDA,
SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AND
FLORIDA POWER & LIGHT COMPANY**

THIS AGREEMENT (this "Agreement"), made this ____ day of December 2018 (the "Effective Date"), by and among the CITY OF VERO BEACH, FLORIDA, a municipal corporation organized under the laws of the State of Florida ("COVB"), the SCHOOL BOARD OF INDIAN RIVER COUNTY, and INDIAN RIVER COUNTY, a political subdivision of the State of Florida (such three parties being hereinafter collectively referred to as "Licensee") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of Florida (hereinafter referred to as "FPL") with its principal place of business in Miami-Dade and Palm Beach Counties, Florida.

WITNESSETH:

WHEREAS, COVB has entered into an Asset Purchase and Sale Agreement with FPL dated as of October 24, 2017, as amended, pursuant to which FPL is purchasing from COVB certain electric utility assets and certain associated liabilities used in the electric utility business operated by COVB (the "Sale Transaction");

WHEREAS, Licensee owns a fiber optic system used for communications among Licensee entities, which fiber optic system has been attached to the electric utility poles owned by COVB and which poles will be sold to FPL in the Sale Transaction;

WHEREAS, entry into this Agreement among Licensee and FPL is a condition to closing the Sale Transaction;

WHEREAS Licensee desires to keep the cables, wires and appliances that comprise the fiber optic system attached to the poles being sold to FPL in the Sale Transaction, and to construct New Attachments (as hereinafter defined), if necessary, for the maintenance of the System (as hereinafter defined);

WHEREAS FPL is willing to permit, to the extent it may lawfully do so, the continued attachment of the System, as defined below, to the poles where the System is currently attached as of the Effective Date and to permit New Attachments pursuant to the terms and conditions set forth herein;

Per the Amendment to the Revised and Restated Joint Fiber Optics Project Interlocal Agreement between Licensee members, and except as otherwise provided in this Agreement, the owner of specified Attachments is responsible for all removal, relocation, upgrade, Make-Ready Work, or Rearrangement costs associated with this Agreement.; and

WHEREAS, COVB and FPL recognize that Indian River County undertook significant efforts to not only support the Sale Transaction, but also assist in making the Sale Transaction happen;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

ARTICLE I DEFINITIONS

1.1 "Attachment" means the physical attachment of the System consisting of Licensee's optical ground wire ("OPGW") or Licensee's wirelines, and the supporting hardware or devices required to attach the System to FPL poles.

1.2 "Communication Space" means the space on an FPL pole located within the "communication worker safety zone", as such term is defined in the NESC.

1.3 "Existing Attachments" means the Attachments that are attached to COVB's electric poles immediately prior to the Effective Date.

1.4 "FPL Distribution Facilities" means equipment used by FPL in the distribution of electric power, including, but not limited to, manholes, conduits, poles, wires, cables, system protection equipment or other appurtenances, and associated equipment.

1.5 "FPL Facilities" means FPL Distribution Facilities and FPL Transmission Facilities.

1.6 "FPL Transmission Facilities" means equipment used by FPL in the transmission of electric power, including, but not limited to, manholes, conduits, poles, wires, cables, system protection equipment or other appurtenances, and associated equipment.

1.7 "Intermediate Pole Attachment" means the attachment of a New Attachment to a new intermediate pole installed by FPL within an existing pole line in order to accommodate the service requirements of FPL or Other Users.

1.8 "Lump Sum" means the dollar amount, reasonably estimated by FPL, associated with work to be performed by FPL of the costs of construction and all FPL out-of-pocket overhead associated with the required construction.

1.9 "Make-Ready Work" means the work necessary to prepare FPL Facilities and the facilities of Other Users for any New Attachments on one or more FPL poles or pole lines in compliance with the NESC and additional requirements of FPL including, but not limited to, pole inspections, engineering and drafting time, permits and construction.

1.10 "NESC" means the National Electrical Safety Code.

1.11 "New Attachments" means any Attachments constructed after the Effective Date.

1.12 "OPGW" has the meaning set forth in the definition of Attachments.

1.13 "Other Users" means licensees, other than Licensee, the facilities of which are attached to applicable FPL poles pursuant to a joint use or other agreement.

1.14 "Rearrangement" means any activity or work, after the Make-Ready Work, that is necessary when there is a change in the FPL Facilities or FPL service requirements or to ensure that Licensee's Attachments do not adversely affect FPL's Facilities or service or that of Other Users previously attached. "Rearrangement" includes but is not limited to Transfer, relocation, adjustment, conversion, permanent or temporary support, protection, design or redesign, abandonment, and removal or reconstruction of the System.

1.15 "Supply Space" means the space on the pole located above the Communication Space.

1.16 "System" means Licensee's fiber optic system, and shall include, without limitation, the cable, fibers within cables, hardware and supporting devices required by Licensee to attach to FPL poles as specified in Section 2.2 and any part thereof.

1.17 "Transfer" means solely the work of removing a portion of the System from an FPL pole and re-attaching that portion of the System to a replacement FPL pole within the existing FPL pole alignment at the same time that FPL transfers or relocates FPL Facilities from one FPL pole to another FPL pole.

1.18 "Wireline" means fiber optic cable and casing.

ARTICLE II

TERM AND RIGHT TO ATTACH

2.1 Term. This Agreement is for an initial term of six (6) years commencing with the date first written above and ending on midnight immediately preceding the six (6) year anniversary of such date. The term of this Agreement, provided Licensee is not in default under the terms of this Agreement, shall be continuously self-renewing for additional, consecutive five (5) year terms unless either party provides written notice to the other party no later than one hundred eighty (180) days prior to the expiration of the then-effective term that it wishes to terminate this Agreement for any or no cause. Individual permits issued under this Agreement may automatically expire as provided in Exhibit A attached hereto.

2.2 Existing Attachments. FPL agrees that the Existing Attachments are permitted to continue in the locations that exist on the Effective Date.

2.3 Permission to Attach to FPL Distribution Poles.

(a) Pole. Except as provided in Section 3.1(a): (i) Licensee may attach New Attachments to the System only to existing or future FPL poles on which FPL Distribution Facilities have been installed; and (ii) Licensee may not attach New Attachments for its System to FPL poles that are used solely for transmission or street lighting purposes.

(b) Tension Limit. No New Attachment will be permitted which results in more than 200 lbs. of unguaged tension on any given FPL Pole.

(c) Pole Height Limit. No New Attachment will be permitted which requires FPL to install a new pole with a height of more than fifty feet (50'), and FPL will not perform Make-Ready Work for the purpose of installing such a pole; *provided however*, Licensee may apply for a permit to attach to an FPL pole, as provided in Section 2.3(a)

above, which is more than fifty feet (50') in height if such pole was installed to meet FPL's own service requirements.

(d) Permission to Attach to FPL Transmission Poles.

Licensee may attach its Wireline in New Attachments to FPL transmission poles with distribution underbuilt as provided herein. Wireline in New Attachments to transmission poles with distribution underbuilt shall be permitted only in the Communications Space. In applying for New Attachments, Licensee shall follow the procedures in the FPL Permit Application Process Manual for Wireline Attachments to Transmission Poles. Existing Attachments in the Communications Space shall be rearranged at Licensee's expense should they be found to be in violation of any of the standards defined in Section 3.5.

(e) Inspection.

Prior to applying for permission to attach any New Attachments to any FPL pole(s), Licensee shall inspect the pole(s) to which it wishes to attach the New Attachments and shall prepare a windloading study and calculations according to FPL requirements. If any pole or poles of FPL must be reworked or are inadequate to support the additional facilities in accordance with the specifications in Article III below, Licensee will request Make-Ready Work by indicating the necessary changes on Exhibit A.

2.4 Florida Power & Light Company Permit. After inspection and prior to attaching any New Attachment to any FPL pole, Licensee shall apply for and receive a written permit in the form of Exhibit A. Licensee shall attach its windloading calculations and pole and mid-span clearance measurements to its permit application. FPL may deny a permit for New Attachments if, in the sole judgment of FPL, such attachment will interfere with FPL's system integrity or service requirements, including economic, safety, reliability and engineering requirements. No New Attachments shall be permitted except as provided in this Article II above.

ARTICLE III **ATTACHMENT AND MAINTENANCE**

3.1 Attachments of OPGW to Transmission Poles.

(a) OPGW. No New Attachments will be allowed in the Supply Space unless such New Attachments will be attached to Existing Attachments in the Supply Space. Licensee shall not perform any work on OPGW which is attached to FPL transmission poles. All such work, including the installation of New Attachments, maintenance, Rearrangement or the removal of any portion of System, in connection with the installation of such New Attachments, shall be performed by FPL at Licensee's expense, as provided in Section 3.8 and Article IV below.

(b) NESC and FPL Requirements. All FPL Attachment-related work on the System shall be performed in accordance with the requirements and specifications of the NESC, latest edition, or any applicable amendments, revisions or subsequent editions of the NESC, as well as any additional requirements of FPL.

3.2 Attachments to Distribution Poles and Transmission Poles with Distribution Underbuilt. Licensee, at its own expense, shall make and maintain its Attachments to distribution poles and to transmission poles with distribution underbuilt in a safe condition and in thorough repair, both in a manner suitable to FPL and so that the Attachments do not conflict with the use of the poles by FPL or Other Users, or interfere with the working use of facilities thereon or which may from time-to-time be placed thereon by FPL or Other Users. Licensee shall exercise special precautions to avoid damage to the FPL Facilities and to attachments of Other Users on the FPL poles and shall promptly report to FPL any damage caused by Licensee.

3.3 Licensee's Duty to Warn. Licensee covenants, acknowledges and agrees that it has a responsibility to instruct, remind and warn its employees, agents, contractors and invitees that the FPL Facilities and appurtenances installed or to be installed by FPL are charged with high voltage electricity and to instruct and inform such persons as to safety and precautionary measures which they must use when working on or near FPL property and other FPL facilities. Licensee also covenants and agrees to notify all Other Users, the facilities of which are attached to FPL poles, if the System produces RF emissions at such poles. FPL inspects its poles on a routine basis. Poles requiring replacement are tagged by FPL for future replacement. Licensee acknowledges that these tags and FPL's pole tagging convention exist and that the form of the tags utilized by FPL may change from time to time. Licensee agrees to familiarize itself, its employees, contractors, subcontractors and agents with FPL's pole tagging conventions as provided by FPL to Licensee and any modifications to that convention, including the form of tag utilized. Licensee further covenants, acknowledges and agrees that it has a responsibility to instruct, remind and warn its employees, agents, contractors and invitees to observe, recognize and report to such individual's superiors the pole's replacement status prior to performing any work or installation on or around an FPL pole.

3.4 Licensee's Permits. Licensee, at its own expense, shall obtain all necessary permits or authorization from local, state and federal agencies or property owners with respect to the System.

3.5 Standards.

(a) NESC and FPL Requirements. Except as provided in Section 3.1(a), Licensee agrees to install, construct and maintain its New Attachments with its own licensed electrician or by an approved licensed electrical contractor paid under a contract executed by Licensee all in accordance with the requirements and specifications of the NESC, latest edition, or any applicable amendments, revisions or subsequent editions of the NESC, latest edition, as well as any additional construction requirements of FPL. If any such New Attachments are found to have been installed in violation of the NESC, latest edition, or FPL requirements, Licensee shall immediately make all corrections at Licensee's expense, including Rearrangement of the System.

(b) Installation of Attachments. Licensee agrees and understands that the installation, construction and maintenance of New Attachments within fifteen feet (15') of FPL's primary conductors (defined herein as all conductors with voltage potentials exceeding 750V) shall be subject to the approval of FPL within its sole and absolute discretion. Licensee's New Attachment on each pole shall be restricted to one foot (1') of pole space. This space allocation shall be located one foot (1') above the highest Other User cable attachment. The one foot (1') space allocation shall extend six inches

(6") above and below Licensee's main cable attachment point. A schematic drawing is included in Exhibit A.

(c) Other Requirements. In addition, all installation work will be done in accordance with local rules, regulations, statutes and ordinances. All New Attachments shall conform to requirements of and be subject to rights under any other joint use or attachment agreements now in effect between FPL and Other Users. Licensee shall insure compliance with clearances from facilities of all Other Users attached to the FPL pole and obtain consent from such Other Users, as necessary. Licensee agrees to participate in FPL's notification and scheduling processes for FPL pole transfers and permitting of attachments.

(d) Marking of Cable. Licensee agrees to install at least one identification tag somewhere on the cable and close to the FPL pole so that it can be easily identified from the ground and distinguished from other similar cables on the pole. The identification tag shall be installed at every first, fifth, last and street crossing mainline Attachment. Identification tags shall be placed on New Attachments at the time of attachment. Existing Attachments shall be tagged prior to January 1, 2024. In the event the name of Licensee changes in a way that renders the identification tag obsolete or useless as a means of immediate identification, Licensee shall replace its identification tags within six (6) months after the name change.

(e) Licensee's Notice of Attachment. Within thirty-one (31) days after attaching any New Attachments to FPL's Poles, Licensee shall provide FPL with Notice of Attachment in the form of Exhibit B attached hereto.

3.6 Rearrangement, Transfer or Intermediate Pole Attachment.

(a) Timing. When any of the following is necessary:

- (i) a Rearrangement of an Attachment on an existing FPL pole;
- (ii) a Transfer of an Attachment to a replacement FPL pole; or
- (iii) a Transfer of an Attachment to an intermediate FPL pole;

Licensee will perform the Rearrangement or Transfer of the Attachment, as required, within forty-five (45) days of notification by Licensee to FPL. Licensee will participate in FPL's notification process and conform to FPL's scheduling in order to accomplish this.

(b) Rearrangement, Transfer or Intermediate Pole Attachment by FPL. With the exception noted below or in Section 3.1(a), the Rearrangement, Transfer or Intermediate Pole Attachment with respect to the System, or any part thereof, is the sole responsibility of Licensee. This work may be performed by FPL or its contractor when and at the time that FPL relocates FPL Facilities, replaces an existing pole or installs an intermediate pole within an existing pole line used by Licensee. All such work shall be at the sole discretion of FPL and based on NESC and additional requirements of FPL. All hardware, cable, material and equipment required for the Rearrangement or Transfer of the System, or applicable portion thereof, shall be provided by Licensee. The Rearrangement shall be at the expense of Licensee as stated in Article IV.

(c) Exception. All work performed in the Power Supply Space and on the OPGW will be performed by FPL, performance of such work shall be at the sole discretion of FPL and based on NESC and additional requirements of FPL. All such work, including New Attachments, maintenance, Rearrangement or Transfer of the System, or applicable portion thereof, shall be performed by FPL at Licensee's expense, as provided in Section 3.8 and Article IV below.

(d) Rearrangement or Transfer by Licensee. If FPL decides not to do a Rearrangement or Transfer the System, or applicable portion thereof, then Licensee, subject to Article IV, at its own expense and within ninety (90) working days after written notice from FPL, shall rearrange or remove the applicable portion of the System placed on any pole or pole line, transfer it to a substituted pole or poles, relocate it, or perform any other work in connection with that portion of the System that may be required by FPL.

(e) Failure of Licensee to Rearrange or Transfer; Emergency Situations. Provided, however, that after ninety (90) days' written notice from FPL, if Licensee fails to Rearrange or Transfer the System, or applicable portion thereof, or at any time without notice in case of emergency, FPL may rearrange the System, or applicable portion thereof, Transfer it to a substituted pole or poles, relocate it or perform any other work in connection with System, or such portion, that may be required in the maintenance, replacement, removal or relocation of FPL poles, the portion of the System thereon or which may be placed thereon, or for the service needs of FPL, and Licensee shall, on demand, reimburse FPL for the expense thereby incurred. Nothing in this Subsection shall relieve Licensee from maintaining adequate work forces readily at hand to handle the Rearrangement, repair, service and maintenance of the System, or applicable portion thereof, where the condition of the System, or applicable portion thereof, is hindering FPL's operations.

(f) Hold Harmless and Indemnify Against Delay Claims. Notwithstanding the foregoing, Licensee shall be solely responsible for the scheduling and coordinating directly with all Other Users of all relocations required as part of any project of Licensee. FPL shall not be responsible for scheduling the relocation of Licensee's Attachments or other attachments to FPL's poles when such relocation is caused by any project of Licensee. Licensee shall indemnify and hold harmless FPL from any loss or liability incurred by or claimed by Licensee's contractor arising from or related to the failure of FPL to timely relocate a FPL pole if Licensee has not timely removed its Attachment from the FPL pole. Such obligation to hold harmless and indemnify FPL shall be subject to the limitations set forth in section 768.28, Florida Statutes, as may be applicable.

(g) Notwithstanding anything in this Section 3.6 to the contrary, there shall not be any Rearrangement or Transfer of any Attachment:

(i) that is in the Supply Space to a location within the Communications Space if such Attachment, as relocated or transferred, will be connected to any other Attachment within the Supply Space; or

(ii) that is in the Communications Space to a location within the Supply Space if such Attachment, as relocated, will be connected to any other Attachment within the Communication Space.

3.7 FPL Inspection. FPL reserves the right to inspect each New Attachment on FPL poles and in the vicinity of its lines or appliances and to make surveys every five (5) years, or more frequently as conditions warrant, of the entire System on FPL's poles. Such inspections or surveys made, or not, shall not relieve Licensee of any responsibility, obligation or liability assumed under this Agreement. All direct and overhead costs associated with these inspections shall be paid by Licensee as stated in Article IV. In addition, if any violations are found, Licensee shall make all corrections at Licensee's expense, including Rearrangement of the Facilities.

3.8 FPL Work. FPL shall perform all work on the System in the Power Supply Space. FPL's responsibilities for performing such work is set forth in Exhibit C attached hereto.

3.9 Rearrangement, Transfer and Intermediate Pole Attachment of OPGW on Transmission Poles.

(a) Timing. Whenever it is necessary for FPL to do a Rearrangement of an Attachment on an existing FPL pole, Transfer such Attachment to a replacement FPL pole or to an Intermediate Pole Attachment, Licensee shall perform all of its obligations as set forth in Exhibit C, the Fiber Optic Service Level Guidelines, or any subsequent written agreement between FPL and Licensee to allow FPL to do a Rearrangement, Transfer or Intermediate Pole Attachment, as the case may be, within forty five (45) days after notice is given to Licensee in writing. Licensee will participate in FPL's notification process and conform to FPL's scheduling in order to accomplish this.

(b) Failure of Licensee to Meet its Obligations to Facilitate the Rearrangement or Transfer by FPL; Emergency Situations. If after ninety (90) days' written notice from FPL, Licensee fails to meet its obligations as set forth in Exhibit C, the Fiber Optic Service Guidelines, or any subsequent written agreement between FPL and Licensee to facilitate FPL's Rearrangement or Transfer of the System, or any applicable portion thereof, or at any time without notice in cases of emergency, FPL at the sole option of FPL may do a Rearrangement of the applicable portion of the System, Transfer the applicable portion of the System to substituted poles, relocate the applicable portion of the System or perform any other work in connection with the System that may be required in the maintenance, replacement, removal or relocation of FPL poles, the FPL Facilities or attachments thereon or which may be placed thereon, or for the service needs of FPL, and Licensee on written demand shall reimburse FPL for the expense thereby incurred. Nothing in this Section 3.9(b) shall impose any duty on FPL or relieve Licensee from maintaining adequate work forces readily at hand to handle Licensee's obligations as set forth in Exhibit C, the Fiber Optic Service Level Guidelines or any subsequent written agreement between FPL and Licensee where the condition of the System is hindering FPL's operations or from liability for failure to allow FPL to perform the timely removal if its Attachment from FPL poles or from its obligations under this Agreement. Notwithstanding anything in this Section 3.9 to the contrary, there shall not be any Rearrangement or Transfer of any Attachment:

(i) that is in the Supply Space to a location within the Communications Space if such Attachment, as relocated or transferred, will be connected to any other Attachment within the Supply Space; or

(ii) that is in the Communications Space to a location within the Supply Space if such Attachment, as relocated, will be connected to any other Attachment within the Communications Space.

3.10 System in the Power Supply Space. Whenever Licensee determines that the entire portion of the System that is located in the Supply Space needs to be replaced, Licensee will locate the replacement portion of the System in the Communication Space on distribution poles or transmission poles with distribution underbuilt. The replacement portion of the System must be approved by FPL. Notwithstanding anything to the contrary in this Agreement, in the event that Licensee gives not less than 90 days' notice to FPL that Licensee no longer will be using the entire portion of the System located in the Supply Space: (a) Licensee shall not be obligated to pay to FPL any fees or expenses with respect to such portion of the System after the date on which Licensee ceases to use such portion of the System; and (b) whenever, following the date described in Section 3.10(a), FPL wishes to remove such portion of the System, the cost of removal of such portion of the System shall be borne entirely by FPL.

3.11 Radio Frequency ("RF") Exposure. FPL's poles routinely have attachments that emit RF radiation. The owners of the RF emitting devices are responsible for the operation of those devices. Licensee is required to familiarize itself, instruct and warn their employees, agents, contractors and subcontractors who are working around these devices, prior to performing any work or installation on or around any FPL pole. Attachment of RF emitting devices is limited to one measured and FPL-approved output device per pole. Licensee may not attach antennas or other RF emitting devices to a pole if it already has an antenna or RF emitting device installed by FPL or a third-party.

ARTICLE IV

MAKE-READY COSTS, LICENSE AND TRANSFER FEES, AND BILLING

4.1 Make-Ready Costs for New Attachments.

(a) Lump Sum for Make-Ready Work. If Licensee has indicated that Make-Ready Work is necessary to accommodate New Attachments on any FPL pole, FPL or FPL's contractor will provide Licensee with an estimate of the cost of the Make-Ready Work. The estimate shall include the increased cost of larger or stronger poles, the remaining life value of poles removed, the cost of removal less any salvage recovery and the expense of transferring FPL's Facilities from the old to the new poles and overhead costs, less any credit for betterment. If Licensee still desires to make the New Attachments, it shall return Exhibit A marked to so indicate, together with an advance payment of the Lump Sum for the entire estimated cost of the Make-Ready Work.

(b) Reimbursement for Make-Ready Work. When Licensee's New Attachments can be accommodated on existing poles of FPL by rearranging FPL's Facilities or attachments of Other Users thereon, Licensee will compensate FPL and Other Users, if any, for the full expense incurred in completing such Make-Ready Work or Rearrangements, as provided in Section 4.6 below.

(c) Additional Support. Any strengthening of poles (e.g., guying) required to accommodate any New Attachments shall be provided by and at the expense of Licensee and to the satisfaction of FPL. Licensee shall not set intermediate poles under or in close proximity to FPL's Facilities. Licensee, however, may request FPL to set

such intermediate poles as Licensee may desire, and FPL shall have the option to accept or reject such request. If such request is granted, Licensee shall reimburse FPL for all direct and overhead costs associated with installing and attaching the New Attachments to such pole or poles. FPL shall perform such work on transmission poles.

(d) Reimbursement of Licensees for Any Rearrangement Made by Licensees. If Licensee wishes to be reimbursed by any Other User, new or existing, benefiting from a Rearrangement or Make-Ready Work which was paid for by Licensee, it is Licensee's responsibility to pursue reimbursement directly with the Other User. FPL will not be responsible for notification, monitoring, billing or collection of reimbursement for any New Attachments or modifications made to poles where Licensee paid Make-Ready Work costs.

4.2 Attachment Fees.

(a) Annual Attachment Fee. Licensee will be charged an annual attachment fee, payable in semi-annual installments in advance, beginning on January 1, 2024. Subject to annual adjustment as set forth in Section 4.2(b) below, the annual Attachment fee of \$16.93 per distribution pole per year, \$104.06 per transmission pole with under-built distribution per year and \$208.12 for OPGW attachments per transmission structure per year, such rate being effective on January 1, 2024. The annual rate shall apply to all Attachments existing as of the effective date of that rate, regardless of the date of Attachment. Upon confirmation of the Existing Attachments, Licensee and FPL shall update Exhibit D attached hereto to detail such Existing Attachments.

(b) Fee Adjustment. On the first day of January of each calendar year starting in 2024 that this Agreement is in effect, the annual fee shall be adjusted in accordance with the most current pole cost data compiled by FPL. FPL shall bill semi-annually in advance for the semi-annual installments of the annual fee. The payment of the Attachment fee hereunder shall include such pro rata amount as may be due for the increased Attachments or change in use to FPL poles since the previous billing date. An Attachment or change in use of an Attachment to any FPL pole without notification of Attachment or change in use or FPL's authorization shall be deemed to have been made on the Effective Date or the date of the last survey, whichever is later. FPL's acceptance of payment for unauthorized Attachment shall not constitute a waiver of any other rights or remedies under this Agreement or at law. Payment shall be made within forty-five (45) days of the date of invoice and under the terms and conditions provided in Section 4.7.

(c) Essential Service Attachments. Licensee shall not pay an Attachment fee for those Attachments exclusively dedicated for the operation and maintenance of traffic signals or essential community services such as emergency communications. Licensee is obligated to notify FPL promptly, and report the number of Attachments impacted, if any applicable portion of the System is used for any other purpose. The number of Attachments dedicated for the operation and maintenance of traffic signals or essential community services shall be set forth on Exhibit D when updated by Licensee and FPL after the Effective Date.

(d) Unauthorized Attachments. A New Attachment to an FPL pole without notification of New Attachment or FPL's authorization (each, an "Unauthorized Attachment") shall be deemed to have been made on the Effective Date or the date of the last survey, whichever is later. If the Unauthorized Attachment is identified by survey, the "last survey" shall mean the survey immediately prior to the survey which identified the Unauthorized Attachment. FPL's acceptance of payment for Unauthorized Attachments shall not constitute a waiver of any other rights or remedies under this Agreement or at law. Any Unauthorized Attachment to a transmission pole without distribution underbuilt shall be immediately removed by FPL at the sole cost of Licensee and with no liability or consequences therefore accruing to FPL.

(e) Unauthorized Attachment Fee. Licensee shall pay FPL an Unauthorized Attachment fee in the amount of 2 and 1/2 times the pole attachment rate to distribution poles and 1 and 1/2 times the pole attachment rate to transmission poles (each, an "Unauthorized Attachment Fee") for the year in which the Unauthorized Attachment was discovered. This Unauthorized Attachment Fee shall be paid from the date of discovery back to the date of the last physical survey for any Attachment to FPL Poles. If an Unauthorized Attachment is identified by survey, the "last survey" shall mean the survey immediately prior to the survey which identified the Unauthorized Attachment. FPL's acceptance of the payment of the Unauthorized Attachment Fee or consent to waive payment of all or a part of the Unauthorized Attachment Fee shall not constitute a waiver of any of FPL's other rights or remedies under this Agreement or at law. Licensee shall have the burden of proving that an Attachment is an authorized Attachment by providing FPL with a copy of the FPL Attachment Permit. Any Unauthorized Attachment to a distribution pole may be removed at the discretion of FPL and at the sole cost of Licensee. Any Unauthorized Attachment to a transmission pole without distribution underbuilt shall be immediately removed by FPL at the sole cost of Licensee and with no liability or consequences therefore accruing to FPL.

4.3 Transfer and Intermediate Pole Attachment Fees.

(a) Distribution Transfer Fee. Subject to Section 4.4, Licensee shall pay FPL the total actual cost incurred by FPL for each portion of the System that has been removed or Transferred as stated in Section 3.6 by FPL ("Rearrangement, Transfer or Intermediate Pole Attachment").

(b) Transmission Pole OPGW Transfer Fee. Subject to Section 4.4, Licensee shall reimburse FPL for the total actual cost incurred by FPL in transferring OPGW in accordance with the terms of this Agreement.

4.4 Rearrangement Cost.

(a) Licensee's Cost for Distribution and Transmission Poles with Distribution Underbuilt. If FPL does a Rearrangement of its poles or pole line or changes the existing pole line alignment and as a consequence thereof does a Rearrangement of all or the applicable portion of the System to FPL's relocated pole line, the fee for Transfer does not apply and Licensee shall pay the direct and indirect costs of such Rearrangement. If the Rearrangement is necessitated by a third party that is not considered an attaching entity and the Rearrangement is not reimbursable by such third party, Licensee is responsible for the Rearrangement of the System, or applicable

portion thereof, at its own expense. If such Rearrangement is reimbursable by the third party, Licensee is responsible for dealing directly with and obtaining its own reimbursement from such third party. Additionally, Licensee is responsible for coordinating the Rearrangement of its Attachments with the Rearrangement schedule of the third party. FPL will not be responsible for delay claims caused by failure of Licensee to meet the Rearrangement schedule of a third party. Payment for Rearrangement work will be made by Licensee as stated in Sections 4.6 and 4.7 below.

(b) Licensee's Option to Purchase. If, however, FPL gives Licensee ninety (90) days written notice of its intent to abandon a pole or pole line containing poles with Attachments of Licensee, and if only Attachments remain on the pole and if Licensee has obtained all necessary permits or easements from the fee owner, Licensee shall have the option to purchase the pole from FPL.

4.5 All Other Services Necessary to Maintain Licensee's OPGW System.

The Licensee shall reimburse FPL for all other necessary and/or requested services required by the Existing Attachments or New Attachments to transmission poles the total actual cost incurred by FPL.

4.6 Billing.

(a) Make-Ready Work and Rearrangement Work. Licensee agrees to pay FPL in advance the full Lump Sum amount for Make-Ready Work and Rearrangements. This Lump Sum amount is non-refundable; *provided however*, if this Agreement is terminated, Licensee shall be responsible for the costs actually incurred by FPL and any additional cost incurred by FPL to restore FPL's facilities to complete operational capability and FPL shall refund the balance.

(b) Inspecting, etc. In addition, to the above charges, FPL shall bill Licensee for actual costs incurred for inspections, surveys, expenses and other charges (excluding Attachment fees and the Lump Sum payment) under this Agreement, as incurred. Payment shall be made within thirty (30) days of the date of invoice and under the terms and conditions provided in Section 4.7, below.

4.7 Payment and Charges. All payments and charges to be paid by Licensee under this Agreement shall be made pursuant to the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

4.8 Limitation. The provisions of this Article IV shall be subject to and limited by the provisions of the last sentence of Section 3.10.

ARTICLE V **REMOVAL**

5.1 Notice. Licensee, after prior written notice to FPL, may remove its Attachments in the Communications Space from any distribution pole or transmission pole with distribution underbuilt and shall give FPL written notice, in the form of Exhibit B, of actual removal within fifteen (15) working days after removal. Licensee shall exercise care and take precautions to avoid damage to the FPL Facilities and to the attachments of Other Users and

shall immediately report any damage to FPL and to the Other Users of the damaged facilities. FPL, at Licensee's cost, shall be responsible for removing any portion of the System in the Supply Space and OPGW from transmission poles.

5.2 Immediate Removal. Upon written notice that the use of an FPL pole is forbidden or unauthorized by state, county, or municipal authorities or upon any final administrative or judicial decision that Licensee has no right to attach to any FPL pole without consent of the real property owner, the permit covering the use of the FPL pole shall immediately terminate and Licensee shall remove the applicable portion of its System from the affected FPL pole. Licensee shall hold harmless, defend and indemnify FPL against all liabilities arising from or associated with Licensee's failure to obtain the necessary permits, if any, from the owner of the real property or government authorities. Such obligation to hold harmless and indemnify FPL shall be subject to the limitations set forth in section 768.28, Florida Statutes, as may be applicable. The termination rights under this Agreement shall not be affected by this Section.

5.3 Licensee's Expense. All removals of any applicable portion of the System from FPL poles shall be at the sole expense of Licensee. Any corrections or Rearrangement required by FPL or others as a result of Licensee's removal shall be at the sole expense of Licensee.

5.4 Abandonment. If FPL desires, or, at any time is required to abandon any pole(s), it shall give Licensee notice in writing of its intent to do so at least thirty (30) days prior to the date on which it intends to abandon such pole(s). If, at the expiration of such period, or upon removal of FPL's Facilities, whichever occurs later, Licensee shall not have removed all of its Attachments therefrom, and if the Attachments remain on the pole(s), such pole(s) shall then become the property of Licensee, and Licensee shall: (a) obtain necessary permits or rights of way from the land owner and (b) indemnify and save harmless FPL from all obligation, liability, damages, costs, expenses or charges incurred thereafter arising from the presence or condition of such pole(s), or any Attachments thereon. FPL shall not have further responsibility or liability for such pole. Such obligation to hold harmless and indemnify FPL shall be subject to the limitations set forth in section 768.28, Florida Statutes, as may be applicable.

5.5 Limitation. The provisions of this Article V shall be subject to and limited by the provisions of the last sentence of Section 3.10.

ARTICLE VI

RESERVATION OF RIGHTS, LIMITATION OF LIABILITY AND INSURANCE

6.1 Reservation of Rights and Release by Licensee. Except as otherwise provided in this Agreement, FPL reserves to itself, its successors and permitted assigns, the right to maintain its poles and to operate the FPL Facilities thereon in such manner as will best enable it to fulfill its own service requirements and in accordance with the NESC and any applicable amendments, revisions or subsequent editions to NESC and such specifications particularly applying to FPL hereinbefore referred to. FPL shall not be liable to Licensee for any interruption to service of Licensee or for interference with the operation of the System arising in any manner out of the use of FPL's poles by Licensee, FPL, or Other Users except to the extent caused by FPL's negligence or willful, wanton or intentional misconduct of FPL, its employees, officers or directors. Licensee hereby releases and waives all rights against FPL

for such interruptions or interference, except to the extent due to or caused by the negligence of FPL or willful, wanton or intentional misconduct of FPL, its employees, officers or directors.

6.2 No Consequential Damages.

In no event shall either Licensee or FPL be liable to the other for any indirect, special incidental or consequential damages, including lost profits, regardless of whether informed of the same.

6.3 Indemnification.

Except for FPL's gross negligence or intentional misconduct, Licensee shall exercise its privileges hereunder at its own sole risk and, in consideration of this Agreement, except for FPL's gross negligence or intentional misconduct, shall release, indemnify, protect, defend and save harmless FPL, its parent, subsidiaries, affiliates and their respective officers, directors, agents and employees (FPL Entities) from and against any and all claims and demands whatsoever including court costs and reasonable attorney's fees by reason of damage to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused, by Licensee's negligence resulting in connection with or by the erection, maintenance, presence, use, transfer or removal of Attachments. Such obligation to hold harmless and indemnify FPL shall be subject to the limitations set forth in section 768.28, Florida Statutes, as may be applicable.

6.4 Insurance.

(a) By Licensee. If Licensee utilizes its own personnel and automobile equipment in the performance of this Agreement, the following shall apply:

Licensee shall obtain liability insurance as of the date of this Agreement and maintain during the term of this Agreement insurance which shall be amended or endorsed to include FPL, its parent, subsidiaries and affiliates and their respective officers, directors and employees as Additional Insureds to protect them against any and all claims, demands, actions, judgments, cost, expenses and liabilities of every nature, including attorney fees, which may result directly or indirectly under the terms of the above indemnification. The limit applying to this Agreement shall equal the highest limit applicable to any other exposure covered under the policy. The policy(ies) shall be endorsed to be primary to any insurance maintained by FPL, its parent, subsidiaries or affiliates. As a minimum, the coverages shall include the following:

(i) Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Workers' Act, the Federal Employers' Liability Act and Jones Act. Employers' Liability Insurance shall be provided with a limit of one million dollars (\$1,000,000) per accident.

(ii) Commercial General Liability Insurance, including Broad Form Contractual Liability, with the following minimum limits of liability; Bodily Injury Liability and Property Damage Liability - One million dollars (\$1,000,000)

combined single limit and three million dollars (\$3,000,000) occurrence aggregate.

(iii) Commercial Automobile Liability Insurance with the following limits of liability, which shall apply to all owned, non-owned, leased and hired automobiles used by Licensee in the performance of the Work: Bodily Injury Liability and Property Damage Liability - one million dollars (\$1,000,000) combined single limit and three million dollars (\$3,000,000) occurrence aggregate.

(b) Duration. In the event that any policy furnished by Licensee provides for coverage on a "claims made" basis, the retroactive date of the policy shall be the same as the Effective Date. Furthermore, for all policies furnished on a "claims made basis," Licensee's providing of such coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. If coverage is on an "occurrence" basis, such insurance shall be maintained by Licensee during the entire term of this Agreement.

(c) Form. Licensee shall procure and maintain at its own expense the above minimum insurance coverage and shall provide evidence of the minimum insurance coverage by providing an ACORD or other Certificate of Insurance on forms and with insurance companies acceptable to the Risk Management Department of Florida Power & Light Company, before any work under the contract begins.

(d) Self-Insurance. Notwithstanding the foregoing, Licensee at its option may self-insure the above insurance requirements after providing FPL with a written statement that Licensee intends to self-insure, together with a letter of assets, financial statements and any other documentation reasonably necessary to satisfy FPL that Licensee has the financial capability to self-insure.

6.5 Contractor Indemnification. Licensee further agrees to include, in substantially the following form, the following indemnification in all contracts with contractors who perform construction or maintenance work on or around the System:

"The Contractor hereby agrees to release, indemnify, defend, save and hold harmless Licensee and Florida Power & Light Company, its parent, subsidiaries, affiliates and their respective officers, directors and employees (hereafter referred to as the "FPL Entities") and other owners of equipment attached to the Pole from all claims, actions, causes of action, damages, demands, liabilities, costs and expenses, including attorney fees and court costs through any appellate process and administrative process, arising from or in connection with the performance of the described work by Contractor, its subcontractor, agents or employees, except to the extent a court of competent jurisdiction finally determines that any such bodily injury (including death) or property damage covered by this provision was caused by the gross negligence or willful, wanton or intentional misconduct of FPL, its employees, officers or directors. Contractor's indemnity per occurrence shall not exceed the sum of Three Million Dollars (\$3,000,000.00) for claims arising from a single occurrence. If Contractor is insured for liability with limits in excess of Three Million Dollars (\$3,000,000.00), Contractor's indemnity obligation shall extend up to but shall not exceed the higher limits of that insurance. The limits of

Contractor's indemnity obligation under this section shall not apply to or limit Contractor's responsibility for attorneys' fees and costs. The selection of counsel by Contractor or by its insurer to represent and defend the FPL Entities shall be subject to the prior written approval of FPL which approval will not be unreasonably withheld. Contractor and/or its insurer shall not, without the prior written consent of FPL, which consent will not be unreasonably withheld, enter into the settlement or compromise of any claim brought against FPL which is the subject of indemnification under this Agreement."

6.6 Disclaimer of Warranties. Licensee covenants, represents and warrants that Licensee is solely responsible for making its own determination as to the suitability of FPL's Facilities (including poles) for Licensee's intended purpose. LICENSEE ACKNOWLEDGES THAT FPL HAS NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR AT COMMON LAW OR OTHERWISE RELATING TO ANY DISTRIBUTION POLE OR OTHER FPL FACILITIES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF ANY POLE OR FPL FACILITIES AND ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, ENVIRONMENTAL CONDITION, OR GEOLOGIC CONDITION. IN FURTHERANCE OF THE FOREGOING, FPL EXPRESSLY DISCLAIMS AND NEGATES, AND LICENSEE HEREBY WAIVES: (a) ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESSED WARRANTY OF FITNESS TO MODELS OR SAMPLES OF MATERIALS, (d) ANY CLAIM FOR DAMAGES BECAUSE OF ANY LATENT OR PATENT DEFECTS OR OTHER DEFECTS, WHETHER KNOWN OR UNKNOWN, AND (e) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. FPL AND LICENSEE AGREE THAT THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE CONSPICUOUS DISCLAIMERS.

6.7 Contractor Insurance. Licensee agrees to require its Contractors to obtain insurance to cover the indemnity set forth in Section 6.5, and to designate FPL as an additional insured and to endorse the policy to be primary to any insurance obtained by FPL, its parent, subsidiaries or affiliates. Licensee further agrees to verify with its Contractors that such insurance is in full force and effect.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 Breach. If Licensee fails to comply with any of the provisions of this Agreement or defaults in any of its obligations under this Agreement, including but not limited to safety, violation of the NESC or FPL requirements, and failure to pay, and fails within thirty (30) days after written notice from FPL (or immediately upon notice of a safety violation) to correct such default or non-compliance, FPL may at its option terminate this Agreement in whole or part.

7.2 Non-waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

7.3 Non-Exclusive Right. Nothing in this Agreement shall be construed to confer on Licensee an exclusive right to place Attachments on FPL's poles in the area covered by this Agreement, and it is expressly understood that FPL has the unconditional right to permit Other Users to place Attachments on the same poles, other than any poles abandoned by FPL and purchased by Licensee, in the area covered in this Agreement and supplements thereto.

7.4 No Property Right. No use, however extended, of FPL's poles, under this Agreement, shall create or vest in Licensee any ownership or property rights in such poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel FPL to maintain any of such poles for a period longer than demanded by FPL's own service requirements. FPL reserves the right to deny to Licensee a license as to any New Attachments if FPL determines such New Attachments will interfere with the integrity of FPL's system or service requirements, including considerations of economy and safety.

7.5 Assignment. Licensee shall not assign or transfer the privileges hereby granted without the prior written consent of FPL which consent shall not be unreasonably withheld; provided, however, that any one or more of the members of Licensee may freely assign its or their rights and delegate its or their duties under this Agreement, in whole or in part, to either or both of the remaining members of Licensee.

7.6 Successors and Assigns. Subject to the provisions of Sections 7.4 and 7.5 above, this Agreement shall extend to and bind the successors and permitted assigns of the parties hereto.

7.7 Notice Under this Agreement. All notices, communications and deliveries required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by overnight commercial air courier (such as Federal Express), or mailed, certified or registered, postage prepaid, return receipt requested, to the parties at the addresses hereinafter set forth:

If to Licensee:

**City of Vero Beach
1053 20th Place
Vero Beach, FL 32960
Attention: City Manager**

with copy to:

City of Vero Beach
1053 20th Place
Vero Beach, FL 32960
Attention: City Attorney

**Indian River County
1801 27th Street, Building A,
Vero Beach, FL, 32960
Attention: County Administrator**

with copy to:

Indian River County
1801 27th Street, Building A,
Vero Beach, FL, 32960
Attention: County Attorney

**School Board of Indian River County
6500 57th St.
Vero Beach FL 32967
Attention: Superintendent of Schools**

with copy to:

Suzanne D. Agresta, Attorney at Law
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801

If to FPL:

**Florida Power & Light Company
700 Universe Boulevard EMT/JB
Juno Beach, FL 33408
Attention: EMT Contracts Department**

with copy to:

Florida Power & Light Company
700 Universe Boulevard JB/Law
Juno Beach, FL 33408
Attention: General Counsel

A notice delivered personally or by courier, under the terms of this Section, will be deemed given when received. A notice sent by mail will be deemed given five (5) days after mailing in accordance with this Section. Either party may change the address for notices under this Section, or the individual or officer to whom such notices are to be given, by giving notice of such change in accordance with the provisions of this Section.

7.8 Severability. Should any part of any Section or provision of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law, the validity enforceability of the remaining Sections or provisions shall not be impaired.

7.9 Applicable Law; Venue; No Jury Trial. The validity, interpretation and enforcement of this Attachment Agreement shall be governed by the laws of Florida without regard to conflict of law applications.

THE PARTIES HERETO AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE IN THE CIRCUIT COURT OF THE STATE OF FLORIDA IN INDIAN RIVER COUNTY, FLORIDA, WHICH COURT SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE AND THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURT AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH COURT.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT, AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

7.10 Amendment; Modification. This Agreement may not be amended, modified or supplement, except by written agreement of FPL and Licensee.

7.11 Entire Agreement. This Agreement, including the Exhibits hereto, embody the entire agreement and understanding of FPL and Licensee in respect of the subject matter of this Agreement and supersede all previous oral and written agreements and understandings and all contemporaneous oral negotiations, negotiations, representations, warranties, commitments and understandings relating to the subject matter of this Agreement.

[Signatures appear on the following pages]

The Parties have caused this Agreement to be duly executed the day and year first above written.

LICENSOR:

FLORIDA POWER & LIGHT COMPANY

By: _____

Print Name: _____

Title: _____

LICENSEE:

ATTEST:

CITY OF VERO BEACH, FLORIDA

Tammy K. Bursick
City Clerk

Harry Howle III
Mayor

(City Seal)

ADMINISTRATIVE REVIEW

(For Internal Use Only—Sec. 2-77 COVB Code)

Reviewed and approved as to form and legal sufficiency (exclusive of final exhibits, schedules, and attachments):

Approved as conforming to municipal policy:

Wayne R. Coment
City Attorney

James R. O'Connor
City Manager

ATTEST: Jeffrey R. Smith, Clerk of Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY

By: _____
Deputy Clerk

By: _____,
Chairman

Approved by BCC: _____, 2018.

Approved:

Approved as to form and legal sufficiency:

Jason E. Brown, County Administrator

Dylan Reingold, County Attorney

THE SCHOOL BOARD OF INDIAN RIVER COUNTY

By: _____
Print Name: _____
Chairman

Dated: _____

Attest:

By: _____
Mark J. Rendell, Ed.D., Superintendent

EXHIBIT A
WIRELINE ATTACHMENT APPLICATION AND PERMIT

[Solely for Wireline Attachments that will not be attached or connected in any way to Existing Attachments in the Supply Space]

Governmental Entity _____

TYPE OF APPLICATION (Check One) New _____ Foreign _____ _____
Date submitted by Licensee

Make-Ready

Non Make-Ready Existing _____ Removal _____ _____
Date received by FPL

I. APPLICATION

In accordance with the terms of the Linear Facilities Pole Attachment Agreement dated December ____, 2018, by and among the City of Vero Beach, the School Board of Indian River County, and Indian River County and Florida Power & Light Company (the "Agreement"), application is hereby made for permit to make Attachment to the following poles.

Location City: _____ County: _____, Florida

Pole Numbers _____ Pole Locations (Indicate which poles require Make-Ready Work) _____

Terms not defined in this Application shall be as defined in the Agreement.

The undersigned entity certifies that the attachments shall be in compliance with the latest edition of the National Electric Safety Code and FPL requirements.

Licensee: _____

By: _____

NAME (PRINT)	PHONE
SIGNATURE	FAX
TITLE	E-MAIL

II. PERMIT

Estimated Make-Ready Cost

Permit Granted _____, _____
(Subject to your approval of Make-Ready Work Cost)

\$ _____ Payable in advance.

Permit Denied _____, _____

Permit Number _____
Total Previous Poles _____

By: _____

Title: _____

Corresponding Permits _____

III. GENERAL CONDITIONS

1. A "Make-Ready Work" permit will automatically expire if Attachments are not made and completed within 60 days after notification in writing to Licensee by FPL that Make-Ready Work has been completed.
2. A "Non Make-Ready" permit will automatically expire if attachments are not made and completed within 60 days after date of approval and is subject to field conditions and facilities on each pole at the time attachment is made. Licensee shall be required to bear any and all "Make-Ready Work" cost necessitated by previous Attachments.
3. If permit is granted under Section II above, this permit automatically expires, as to the affected poles 30 days after written notice to Licensee that FPL intends to abandon a particular pole line. Within 30 days after such notice, Licensee shall either remove its attachments from those poles or obtain all necessary permits and easements, at the discretion of FPL, arrange to purchase such poles from FPL.

(OVER)

Attachment Criteria – Communication Space

NON JOINT USE POLE

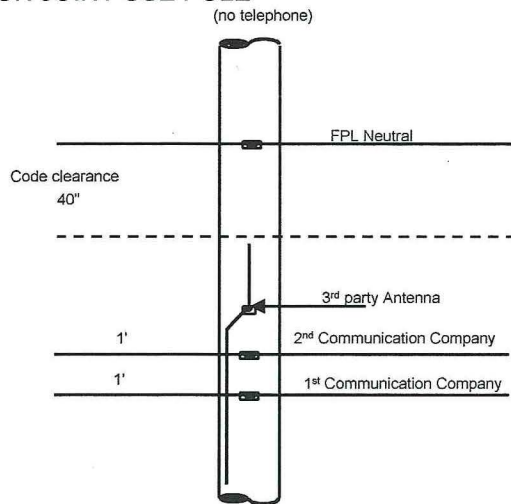


Fig. 1

The 1st cable attachment will be located at a height providing minimum clearance over roads, obstacles, etc.
 All additional cable or antenna attachments will be located 1' above the highest existing communication cable, with antenna highest.
 The antenna attachment will be a minimum of 1' above highest cable.
 Only one antenna attachment permitted per pole.

JOINT USE POLE

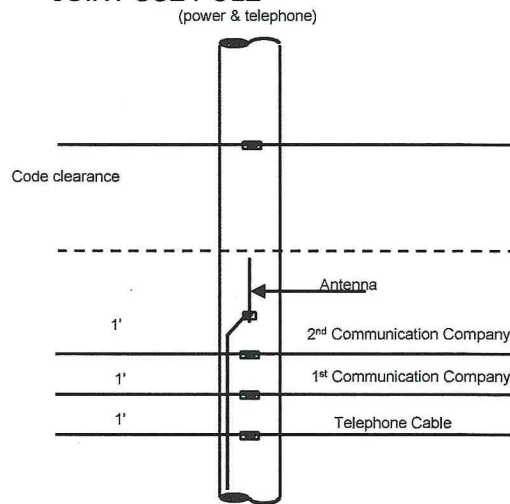


Fig. 2

The 1st cable attachment will be located 1' above telephone's highest cable Attachment
 The 2nd cable Attachment will be located 1' above the existing
 The antenna Attachment will be a minimum of 1' above highest communication cable. Only one antenna Attachment permitted per pole.

NOTE: No cable or antenna Attachment placed in the Communication Space will compromise the 40" NESC code clearance space.

NOTE: By signing this document, applicant acknowledges that FPL tags poles for replacement and that the form of the tags utilized by FPL may change from time to time and that Applicant, its employees, contractors, subcontractors and agents are familiar with FPL's pole tagging convention and any modifications to that convention, including the form of tag utilized, prior to performing any work or installation on or around any FPL pole.

NOTE: Applicant also acknowledges that FPL's poles routinely have attachments that emit RF radiation. Licensee is required to familiarize itself, instruct and warn their employees, agents, contractors and subcontractors who are working around these devices, prior to performing any work or installation on or around any FPL pole.

Space Allocation



Antenna

Fig. 3

POLE ATTACHMENT LOCATION

Attachment is limited to the Communication Space.

All main cable attachments shall be located either on the same side of the pole as FPL's neutral or on one common adjacent side.

No main line cable attachments shall be located on the side of the pole opposite FPL's neutral.

All electrical connections must be made off the pole.

No more than two risers will be allowed per pole. Keep in mind, FPL's electric service to Licensee may be one of these risers.

Fig. 4

IDENTIFICATION TAG

Each separate attachment shall be identified in accordance with guidelines developed by the FUCC or FPL.

Each company shall register their unique ID tag with the FUCC's Joint Use Subcommittee or FPL.

Antenna ID tags shall be installed at every pole attachment.

Cable ID tags shall be installed at the first and last pole Attachment as well as every fifth pole Attachment and at every street intersection.

EXHIBIT B
NOTIFICATION OF ATTACHMENT/REMOVAL

_____ Governmental Entity

In accordance with the terms of the Linear Facilities Pole Attachment Agreement dated December ____, 2018, by and among the City of Vero Beach, the School Board of Indian River County, and Indian River County and Florida Power & Light Company (the "Agreement"), please (add to) or (delete from) your records the following poles to which (Attachments) or (removals) were made during this calendar month.

Attachment
 Removal

Terms not defined in this Notification shall be as defined in the Agreement.

City _____, County _____, Florida

Pole Numbers	Date Added	Date Deleted	Permit Number	Pole Locations (Number of Poles)

Total Attachment this Notice:
 Added _____

Removed _____
Total Previous Attachments _____
Total Attachments to Date _____

Company Licensee: _____
By: _____
 Name (Print)

 Signature

 Title

Ext. _____
Phone _____

Fax _____

E-Mail _____

Florida Power & Light
By: _____
Title: _____
Date Received _____
Notice Number: _____

Form 1710B (Non-Stocked)

EXHIBIT C

FIBER OPTIC SERVICE LEVEL GUIDELINES

Terms not defined in these Guidelines shall be as defined, if defined, in the Linear Facilities Pole Attachment Agreement dated December ____, 2018, by and among the City of Vero Beach, the School Board of Indian River County, and Indian River County and Florida Power & Light Company (the "Agreement").

FPL Transmission/Substation Operations shall provide to Licensee specific services relating to the restoration of and scheduled work related activities on the System located in the FPL substations and OPGW cables attached to FPL transmission poles and in the Supply Space on FPL transmission poles.

Transmission/Substation Operations:

The safety of employees and the integrity of the FPL electric system shall have priority over the services that FPL agrees to provide to Licensee. Notwithstanding the forgoing, the Transmission/Substation Operations unit of FPL shall provide the following services to Licensee 24 hours per day, 7 days per week.

The Transmission/Substation Operations unit of FPL shall be responsible for scheduled work and restoration of unscheduled outages on OPGW cables attached to transmission poles, 24 hours per day, 7 days per week. Emergency restorations may be either temporary or permanent in nature.

Transmission/Substation Operations shall respond to all confirmed fiber breaks immediately upon notice by Licensee to Transmission/Substation Operations.

An outage on the fiber optic network for which Transmission will provide restoration services is defined as the failure of one or more optical fibers to provide an optical link that meets the requirements of the equipment connected to the fibers.

Transmission/Substation Operations shall assign a coordinator and dispatch the appropriate resources to the damaged area and provide restoration service once this area is determined and communicated by Licensee.

FPL's Responsibilities for Unscheduled Outages:

- Designate a Transmission/Substation Operation coordinator for each break.
- Dispatch appropriate resources
- Upon arrival at the site of the damaged fiber optic facility, Transmission/Substation Operations personnel shall help Licensee personnel determine the precise location of the damage.
- With Licensee coordinator, jointly make the decision whether a permanent or temporary repair is needed considering that personnel safety and the integrity of the power transmission system take priority.
- Assist in determining the safest cable repair alternative.
- Insure appropriate equipment is at the restoration site.

- Obtain and hold transmission & distribution line clearances (as required).
- Get damaged cable into position for splicing to temporary cable.
- Make the restoration area safe for the general public.
- Install permanent fiber optic cable and associated hardware if temporary repair is not possible.
- Restore the restoration area from any damaged fiber or materials used during outage.
- Maintain and provide an accurate and up to date Transmission/Substation Operations escalation list to Licensee.
- Re-attach replacement cable in the same manner as the affected cable was attached, in accordance with the Agreement.
- Design permanent restoration fiber optic cable installation
- Provide invoice to Licensee

Temporary Repairs:

Licensee and Transmission/Substation Operations will jointly make the decision whether a temporary or permanent restoration is needed giving consideration that personnel safety and the integrity of the Transmission system take priority.

In the case where emergency restoration is not possible due to line outage constraints or power system reliability issues, a temporary or a permanent repair shall be started immediately upon removal of constraints.

Licensee will be invoiced for these repairs.

Permanent Repairs:

Permanent repairs shall be performed following temporary repairs and shall be completed within a mutually agreeable maintenance window.

In the case where temporary repairs cannot be performed due to traffic or railroad crossings, a permanent repair shall start immediately.

In the case where emergency restoration is not possible due to safety or line outage constraints or power system reliability issues, a temporary or a permanent repair shall be started immediately upon removal of constraints.

Licensee will be invoiced for these repairs.

FPL's Responsibilities for Scheduled Work

FPL, shall be responsible for scheduled work related activities, which include but are not limited to, all routine, ordinary maintenance and repairs in order to maintain the quality and integrity of the fiber optic cable, attachments, enclosures, etc. throughout the OPGW network.

FPL shall perform the following work activities upon notice by Licensee:

- Design projects to repair any defective or damaged fiber optic cable, fiber optic attachments, conduits, hand holes, splice boxes, and all other related fiber optic cable equipment.

- Upon Licensee request, design and construct replacement facilities for existing OPGW attachments.
- Perform permanent fiber optic cable placement after emergency temporary Restoration.
- Assist in accessing or provide access information to remote transmission sites, e.g. transmission right-of-way., wetlands, etc.
- Provide amphibious vehicles, all-terrain vehicles and or boats to access the work sites for scheduled work on transmission facilities.

Licensee Access to FPL Substations

Until Licensee has fully relocated the applicable portion of the System out of the FPL substations, FPL shall provide access to Licensee into all Transmission and Distribution substations or any other FPL Facility where Licensee has telecommunication facilities.

This access shall be subject to the terms and conditions of the Substation Access and License Agreement executed between FPL and Licensee.

Licensee Responsibilities

Licensee shall provide the following, 24 hours per day, 7 days per week:

- Provide a point of contact for FPL to report trouble and unscheduled outages on FPL SCADA and Relay systems utilizing Licensee's optical fibers
- An emergency fiber optic restoration outage coordinator
- Coordination functions of emergency and non-emergency splicing, cable preparations, fiber enclosures, testing activities
- Communication between Licensee's users and any third party seeking network information.
- Maintain an adequate supply of spare OPGW and attachment hardware for repair of unscheduled outages.

Licensee shall assume responsibility for maintaining all network documentation. During emergency restorations, Licensee and Transmission/Substation Operations will jointly make the decision whether a temporary or permanent restoration is needed considering that personnel safety and the integrity of the power transmission system take priority.

Licensee will respond to all fiber optic outage notifications immediately and will confirm that an actual fiber break has occurred before contacting Transmission/Substation Operations.

Licensee shall locate the trouble area and communicate location of trouble to the Transmission/Substation Operations Duty Supervisor and the splicing restoration crew assigned to the area.

Licensee shall physically locate the troubled area with the assistance of the Transmission/Substation Operations crew when they arrive on site, and perform all optical fiber testing required to locate the problem. In the case where temporary splicing can be done, Licensee shall be responsible for coordinating splicing crews and splicing materials needed to restore the fiber.

Licensee Responsibilities for Unscheduled Outages

- Assign an outage coordinator to communicate and manage all restoration activities.
- Notify the Area Transmission Duty Supervisor and splicing crew of the fiber break.
- Assign Licensee field representative to coordinate with Transmission crews.
- Communicate with Transmission/Substation Operation on the restoration type.
- Locate fiber optic damage.
- With the Transmission/Substation Operations Coordinator, jointly make the decision whether a permanent or temporary repair is needed considering that personnel safety and the integrity of the Power Transmission system take priority.
- Communicate with the FPL and affected customers on the restoration status.
- Determine the material required to make the chosen repair.
- Coordinate the timely delivery of material to job site.
- Coordinate splicing crews, testing and splicing materials.
- Insure that all replacement cable and splices meet the requirements of the specifications of Licensee prior to installation. All fibers in a cable that has been repaired shall be tested for compliance and the results documented.
- Activate Licensee fiber equipment/verify proper operation of light path.
- Protect the temporary fiber optic cable until final restoration complete.
- Document all as installed.
- Document the restoration effort.

Licensee Responsibilities for Scheduled Work

Licensee shall coordinate and support the following activities related to Scheduled Work:

- Fiber optic cable reel testing.
- Non-emergency fiber optic reel storage and transferring.
- Coordinate the timely delivery of material to job site.
- Fiber optic cable prepping, enclosure setup and splicing.
- Fiber optic testing and acceptance.
- Insure that all replacement cable and splices meet the requirements of the specifications of Licensee prior to installation. All fibers in a cable that has been repaired shall be tested for compliance and the results documented.
- Update network documentation.
- Obtain fiber network outage windows for line/pole relocations.

Term of This Exhibit C

This Exhibit C may be revised or replaced by some other mechanism at any time upon the written consent of both Licensee and FPL. This Exhibit shall be effective for an initial term of two (2) years commencing with the Effective Date and ending on midnight immediately preceding the two (2) year anniversary of the Effective Date. Following the (2) year anniversary, if not replaced, this Exhibit will continue to be in force until terminated. From this point, either party may terminate this Exhibit C for any or no cause with ninety (90) days' notice; however, some agreeable level of service guidelines must be put in place if the System remains in the FPL Supply Space.

Exhibit D

[TO BE UPDATED POST-EFFECTIVE DATE]