

STATE OF TEXAS §

COUNTY OF LUBBOCK §

WIRELESS INSTALLATION LICENSE AGREEMENT

This Wireless Installation License Agreement is entered into for the purpose of permitting the installation, ownership, lease, license, operation, and/or maintenance of Wireless Installations on or supported by Lubbock Power & Light Poles in accordance with the further terms hereof (the “Wireless Installation Agreement”) is made and entered into on the ____ day of ____, 2018, (the “Effective Date”) by and between the CITY OF LUBBOCK, acting by and through LUBBOCK POWER & LIGHT (hereinafter referred to as “LP&L,” “Utility” or “Licensor”), a municipally-owned electric utility of the State of Texas, and _____ (hereinafter referred to as “Licensee”) (collectively, the “Parties”):

Recitals

- A. Licensee is a provider of Wireless Services, and desires to install, own, lease, or operate Wireless Installations on or supported by LP&L Poles in accordance with the terms of this Wireless Installation Agreement, as it may be amended from time to time.
- B. Pursuant to the terms and conditions of this Wireless Installation Agreement, LP&L may issue one or more Permits authorizing the placement, installation, or operation of Licensee’s Wireless Installations in specified locations, on Poles, including in the Pole Top Space, but other than within the Communications Space or Supply Space of such Poles, subject to the further requirements of this Wireless Installation Agreement and the Wireless Installation Standards, as they may be amended from time to time.
- C. Therefore, in consideration of the mutual covenants, terms and conditions and remunerations herein provided, and the rights and obligations created hereunder, both parties hereto agree as follows:

AGREEMENT

Article 1—Definitions

For the purposes of this Wireless Installation Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Paragraph of this Wireless Installation Agreement. When

not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1 **Affiliate:** when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.
- 1.2 **Applicable Standards:** means all applicable engineering and safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around electric Utility Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of the Utility (“Utility’s Construction Standards”) or other federal, state or local authority with jurisdiction over Utility Facilities.
- 1.3 **Assigned Space:** means space on Utility’s Poles that can be used, as defined by the Applicable Standards, for the attachment or placement of wires, cables and associated equipment for the provision of Communications Service or electric service. The neutral zone or safety space is not considered Assigned Space.
- 1.4 **Attaching Entity:** means any public or private entity, other than Utility or Licensee, who, pursuant to a license agreement with Utility, places an Attachment on Utility’s Pole to provide Communications Service.
- 1.5 **Attachment(s):** means any and all Communications Facilities that are placed directly on Utility’s Poles or Overlashed onto an existing Attachment by an Attaching Entity, but does not include either a Riser or a service drop attached to a single Pole where an Attaching Entity has an existing Attachment on such Pole.
- 1.6 **Capacity:** means the ability of a Pole to accommodate an additional Attachment or Wireless Installation based on Applicable Standards, including space and loading considerations.
- 1.7 **Climbing Space:** means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable Utility employees and contractors to safely climb, access and work on Utility Facilities and equipment.

- 1.8 Common Space:** means space on Utility's Poles that is not used for the placement of wires or cables but which jointly benefits all users of the Poles by supporting the underlying structure and/or providing safety clearance between attaching entities and electric Utility Facilities.
- 1.9 Communications Facilities:** means wire or cable facilities, including but not limited to fiber optic, copper and/or coaxial cables or wires utilized to provide Communications Service, including any and all associated equipment, but does not include Wireless Service.
- 1.10 Communications Service:** means the transmission or receipt of voice, video, data, Internet or other forms of digital or analog signals over Communications Facilities.
- 1.11 Licensee:** means _____, its authorized successors and assignees.
- 1.12 Make-Ready Work:** means all work, as reasonably determined by Utility, required to accommodate Licensee's Wireless Installations and/or to comply with all Applicable Standards. Such work includes, but is not limited to, Pre-Construction Survey, rearrangement and/or transfer of Utility Facilities or existing Attachments or Wireless Installations, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), or pole replacement and construction.
- 1.13 Messenger:** means any cable owned by an Attaching Entity extending between Poles which is used as support for a Communications Facility or upon which a Mid-span installation is clamped.
- 1.14 Mid-Span Installation:** means Wireless Equipment attached to a Messenger cable suspended between two Poles, in the Communications Space, that was manufactured for this type of installation and designed to connect by means of an Overlash Communications Facility for the purposes of providing Wireless Service.
- 1.15 Occupancy:** means the use or specific reservation of Assigned Space for Attachments on the same Utility Pole.
- 1.16 Overlash:** means to place an additional wire or cable Communications Facility onto an existing Attachment.
- 1.17 Pedestals/Vaults/Enclosures:** means above- or below-ground housings that are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices and/or provide a service connection point and that shall not be attached to Utility Poles (see Appendix D—Specifications).

- 1.18 Permit:** means written or electronic authorization (see Appendix C) of Utility for Licensee to make or maintain Wireless Installations to specific Poles pursuant to the requirements of this Wireless Installation Agreement.
- 1.19 Permitted Wireless Installation Space:** means locations for Wireless Installations LP&L has specified in a Permit limited to on Poles, other than within the Communications Space, Electrical Space or Supply Space, or Neutral Space of such Poles; or Mid-span Installations supported by a Messenger cable attached to two Poles, each in LP&L specified locations and in accordance with the requirements of the Agreement.
- 1.20 Pole:** means a pole owned by Utility used for the distribution of electricity and/or Communications Service that is capable of supporting Attachments for Communications Facilities or Wireless Installations.
- 1.21 Post-Construction Inspection:** means the inspection required by Utility to determine and verify that the Wireless Installations have been made in accordance with Applicable Standards and the Permit.
- 1.22 Pre-Construction Survey:** means all work or operations required by Applicable Standards and/or Utility to determine the potential Make-Ready Work necessary to accommodate Licensee's Wireless Installations on a Pole. Such work includes, but is not limited to, field inspection and administrative processing. The Pre-Construction Survey shall be coordinated with Utility and include Licensee's professional engineer.
- 1.23 Reserved Capacity:** means capacity or space on a Pole that Utility has identified and reserved for its own electric utility requirements, including the installation of communications circuits for operation of Utility's electric system, pursuant to a reasonable projected need or business plan.
- 1.24 Riser:** means metallic or plastic encasement materials placed vertically on the Pole to guide and protect communications wires and cables.
- 1.25 Supply Space:** means that area designated as such in Appendix D.
- 1.26 Unauthorized Wireless Installation:** means a Wireless Installation (a) that is not authorized by a Permit issued by LP&L after Licensee's submission of a complete and accurate application for Permit; (b) that is nominally authorized by a Permit issued by LP&L, but the application for which was based upon inaccurate or incomplete information supplied by or on behalf of Licensee; (c) that is without a required franchise, easement, or license to use the public rights-of-way within a municipality or administered by another governmental authority or the private property occupied in whole or in part by the Wireless Installations; or (d) for which

any costs or fees owed to LP&L for engineering, construction, installation, rental, or inventory have not been paid as prescribed by this Wireless Addendum or the Agreement.

- 1.27 Utility Facilities:** means all personal property and real property owned or controlled by Utility, including Poles.
- 1.28 Wireless Installation:** means an Attaching Entity-owned installation the components of which are mounted onto or supported by a Pole that sends and/or receives licensed or unlicensed radio frequency signals, and consists of several wireless components, including but not limited to Wireless Equipment, panels, omnidirectional or directional Antenna(s); structures to support transmitters, receivers, antennas; wireless network components; Riser Cable; conduits; Wireless Equipment Cabinets; accessory equipment; and other ancillary equipment. The term Wireless Installation includes Mid-span Installation suspended between two Poles and a DAS System that uses multiple Poles.
- 1.29 Wireless Installation Standards:** means the standards and specifications governing the installation of wireless installations attached hereto as Appendix D and incorporated herein.
- 1.30 Wireless Service:** means the provision of authorized voice, video or data services, including but not limited to Telecommunications Services over Wireless Installations.

Article 2—Scope of Wireless Installation Agreement

- 2.1 Grant of License.** Subject to the provisions of the Wireless Installation Standards, which are incorporated herein, and to the extent allowed by law, LP&L hereby grants to Licensee a revocable, nonexclusive license, authorizing Licensee to install, own, lease, license, use, and/or operate permitted Wireless Installations in Permitted Wireless Installation Space, each such Wireless Installation subject to the further requirements of this Wireless Installation Agreement and the attached Wireless Installation Standards. Licensee's installation, ownership, holding of a leasehold or licensure interest, use, or operation of any Wireless Installation without obtaining a Permit, or in any location other than Permitted Wireless Installation Space, or otherwise in violation of this Wireless Installation Agreement, shall give rise to one or more Unauthorized Wireless Installations.
- 2.2 Applicability of Wireless Installation Standards.**

- 2.2.1** The Wireless Installation Standards, attached hereto as Exhibit “D” and incorporated herein, are applicable to Licensee’s activities in installing and owning, leasing, licensing, using, or operating, Wireless Installations. Additionally, Licensee must apply for and obtain a Permit for every Wireless Installation, pursuant to the permitting process set forth in the Exhibits “B” and “C”.
- 2.2.2** Licensee agrees that LP&L has the right to amend the Wireless Installation Standards from time to time in response to changing conditions in the local market, technological advances, business requirements, policy initiatives, or changes in federal, state, or local law, and that the amended Wireless Installation Standards will be incorporated into this Wireless Installation Agreement as of their effective date.
- 2.3** **Licensee’s Privilege to Install, Own, Use, and/or Operate Wireless Installations.** Licensee must obtain a Permit pursuant to the procedures set forth herein for each Wireless Installation it installs, owns, leases, licenses, uses, or operates. The issuance or maintenance of such Permit or Permits is subject at all times to LP&L’s right to provide core electric utility services, including any and all internal communications service essential to the proper operations of such core electric utility services using its Poles and Streetlight Poles. Nothing in this Wireless Installation Agreement, other than a properly issued Permit, shall be construed as authorization to install, lease, license, use, or operate a Wireless Installation on any specific Pole.
- 2.4** **No Interest in Property.** No use, however lengthy, of any Utility Facilities, and no payment of any fees or charges required under this Wireless Installation Agreement shall create or vest in Licensee any easement or other ownership or property interest of any nature in any portion of such Utility Facilities. Neither this Wireless Installation Agreement, nor any Permit granted hereunder shall constitute an assignment of any of LP&L’s rights to Utility Facilities. Notwithstanding anything in this Wireless Installation Agreement or any permit to the contrary, Licensee shall at all times be and remain a licensee only.
- 2.5** **Non-Exclusivity.** LP&L has previously granted or will grant rights or privileges to use LP&L Poles to others not a party to this Wireless Installation Agreement, including for the purpose of installing, owning, leasing, licensing, using, or operating permitted Wireless Installations. After the execution of this Wireless Installation Agreement, LP&L shall continue to grant access to its Poles to other persons similarly situated to Licensee seeking to install Wireless Installations on non-discriminatory terms and conditions.
- 2.6** **Franchise, Authority to Use Public Rights-of-Way, and Other Permits.**
- 2.6.1** Licensee warrants and agrees that LP&L does not have the power to grant Licensee the right to conduct business within the City of Lubbock or other cities or jurisdiction within the LP&L service area.

- 2.6.2 Licensee warrants and agrees that this Wireless Installation Agreement does not constitute a franchise or license to use public rights-of-way within the City of Lubbock or any other jurisdiction within the LP&L service area.
- 2.6.3 Licensee warrants and agrees that it is the obligation of Licensee to obtain (a) a franchise or other authority by ordinance, regulation, or state law authorizing Licensee to install, own, use, erect, maintain, lease, license, or operate one or more Wireless Installations in the public rights-of-way from the applicable governing authority or authorities; and (b) other necessary permits, authority, or consents from federal, state, municipal, or other public authorities to conduct such activities.
- 2.6.4 Licensee warrants that it is in compliance with the requirements of Section 2.6.3 based on its current deployment plan and will provide LP&L copies of relevant municipal and/or state franchises, licenses or certificate of authority, or other authority upon request.
- 2.7 **Permitted Uses.** Licensee shall only use Wireless Installations to provide Wireless Services for which Licensee has lawful authority and shall not engage in any illegal practices, anticompetitive behavior, or collusion with regard to construction activities related to the installation, operation, maintenance, transfer, relocation, use, lease, license, or removal of its Wireless Installations. Licensee shall fully and timely cooperate with LP&L, other Attaching Entities, other owners of Wireless Installations, and governmental authorities, as prescribed in this Wireless Installation Agreement with regard to the transfer and relocation of Wireless Installations. Licensee understands that preventing or unreasonably delaying any other Attaching Entity or other owners of Wireless Installations from installing, transferring, or relocating an Attachment or Wireless Installation on a Pole or interfering with the quiet enjoyment of any other Attaching Entity's or other Wireless Installation owner's privileges will constitute a material breach of this Wireless Installation Agreement.
- 2.8 **No Rights after Termination.** Nothing in this Wireless Installation Agreement shall be construed to require LP&L to allow Licensee to use any Pole after the termination of this Wireless Installation Agreement.
- 2.9 **Parties Bound by Wireless Installation Agreement.** Licensee and LP&L are bound by the duties outlines in this Wireless Installation Agreement.

Article 3—Fees and Charges

- 3.1 **Payment of Fees and Charges.** Licensee shall pay to LP&L the fees and charges specified in Appendix A and shall comply with the terms and conditions specified herein.

- 3.2 **Payment Period.** Unless otherwise expressly provided, Licensee shall pay any invoice it receives from LP&L pursuant to this Wireless Installation Agreement within thirty (30) calendar days after LP&L issues the invoice.
- 3.3 **Billing of Wireless Installation Fee.** LP&L shall invoice Licensee for the per-pole Wireless Installation Fee annually. LP&L will submit to Licensee an invoice for the annual rental period no later than June 30 of each year. The initial annual rental period shall commence upon the execution of this Wireless Installation Agreement and conclude on June 30, 20__, with rental due and payable in arrears [calculated on a per diem basis] on July 15, 20__; and the next subsequent annual rental period shall commence on July 1, 20__ and conclude on June 30, 20__, with rental due and payable in arrears on July 15, 20__; and the annual rental period to continue on the 1st day of July, 20__ until June 30, 20__, with rental due and payable in arrears on July 15, 20__, and so on for subsequent one year terms, with rental due and payable as specified as provided herein, until such time as this Wireless Installation Agreement is terminated. The invoice shall set forth the total number of Utility's Poles on which Licensee was issued and/or holds a Permit(s) for Wireless Installations during such annual rental period, including any previously authorized and valid Permits.
- 3.4 **Refunds.** No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted hereunder. Nor shall any refund be owed if a Pole is abandoned by LP&L.
- 3.5 **Late Charge.** If LP&L does not receive payment for any fee or other amount owed within thirty (30) calendar days after it becomes due, Licensee, upon receipt of fifteen (15) calendar days written notice, shall pay interest to LP&L, at the rate of ten percent (10%) per annum, or the maximum interest allowed by law, whichever is less, on the amount due.
- 3.6 **Payment for Work.** Licensee will be responsible for payment to LP&L for all work LP&L or LP&L's contractors perform pursuant to this Wireless Installation Agreement to accommodate Licensee's Wireless Installations.
- 3.7 **Advance Payment.** At the discretion of LP&L, Licensee may be required to pay in advance all reasonable costs, including but not limited to administrative, construction, inspections and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Wireless Installations pursuant to the procedures set forth in Articles 6 and 7 below.
- 3.8 **True Up.** Wherever LP&L, at its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of

activity exceeds the advance payment of estimated expenses, Licensee agrees to pay LP&L for the difference in cost. To the extent that the actual cost of the activity is less than the estimated cost, LP&L agrees to refund to Licensee the difference in cost.

- 3.9 Determination of Charges.** Wherever this Wireless Installation Agreement requires Licensee to pay for work done or contracted by LP&L, the charge for such work shall include all reasonable material, labor, engineering and administrative costs and applicable overhead costs. LP&L shall bill its services based upon actual costs, and such costs will be determined in accordance with LP&L's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed and materials used and cost of materials. When calculating labor costs, it will be the greater of the fully loaded costs of municipal labor or that of the going current "Union scale", for comparable work in the region. If Licensee was required to perform work and fails to perform such work, necessitating its completion by LP&L, LP&L may either charge an additional ten percent (10%) to its costs or assess the penalty specified in Appendix A.
- 3.10 Work Performed by Utility.** Wherever this Agreement requires LP&L to perform any work, Licensee acknowledges and agrees that LP&L, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.
- 3.11 Default for Nonpayment.** Nonpayment of any amount due under this Wireless Installation Agreement beyond sixty (60) days shall constitute a material default of this Wireless Installation Agreement.

Article 4—Specifications

- 4.1 Installation/Maintenance of Wireless Installations.** When a Permit is issued pursuant to this Wireless Installation Agreement, Licensee's Wireless Installations shall be installed and maintained in accordance with the requirements and specifications of Appendix D. All of Licensee's Wireless Installations must comply with all Wireless Installation Standards. Licensee shall be responsible for the installation and maintenance of its Wireless Installations. Licensee shall, at its own expense, make and maintain its Wireless Installations in safe condition and good repair, in accordance with all Wireless Installation Standards. Notwithstanding anything in this Wireless Installation Agreement to the contrary, Licensee is not required to update or upgrade its Wireless Installations if they met Wireless

Installation Standards at the time they were made, unless such updates or upgrades are required by any revised Wireless Installation Standards.

- 4.2 Interference.** Licensee shall not allow its Wireless Installations to impair the ability of LP&L or any third party to use LP&L's Poles, nor shall Licensee allow its Wireless Installations to interfere with the operation of any Utility Facilities or third-party facilities.
- 4.3 Protective Equipment.** Licensee, and its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall at its own expense install protective devices designed to handle the voltage and current carried by Utility Facilities in the event of a contact with such facilities. Except as provided in Paragraph 16.1, Utility shall not be liable for any actual or consequential damages to Licensee's Wireless Installations, Licensee's customers' facilities or to any of Licensee's employees, contractors, customers, or other persons.
- 4.4 Violation of Specifications.** If Licensee's Wireless Installations, or any part thereof, are installed, used or maintained in violation of this Wireless Installation Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from LP&L, LP&L at its option, may correct such conditions. LP&L will attempt to notify Licensee in writing prior to performing such work whenever practicable. When LP&L believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of LP&L's service obligations or pose an immediate threat to the physical integrity of Utility Facilities, LP&L may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, LP&L will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all costs incurred by LP&L in taking action pursuant to this Paragraph, and Licensee shall indemnify LP&L from and against any liability, loss, cost, damage and expense, including without limitation, reasonable attorney's fees and expert expenses, arising out of or relating to any such work.
- 4.5 Restoration of Utility Service.** Utility's service restoration requirements shall take precedence over any and all work operations of Licensee on Utility's Poles.
- 4.6 Effect of Failure to Exercise Access Rights.** If Licensee does not exercise any access right granted pursuant to this Wireless Installation Agreement and/or applicable Permit(s) within ninety (90) calendar days of the effective date of such right and any extension thereof, LP&L may use the space scheduled for Licensee's

Attachment(s) for its own needs or other Attaching Entities or Wireless Installers. In such instances, LP&L shall endeavor to make other space available to Licensee, upon written application per Article 6, as soon as reasonably possible and subject to all requirements of this Wireless Installation Agreement, including the Make-Ready Work provisions. Licensee may obtain a refund on a *pro-rata* basis of any Wireless Installation Fees it has paid in advance with respect to expired Permits.

- 4.7 Removal of Nonfunctional Wireless Installations** At its sole expense, Licensee shall remove any of its Wireless Installations or any part thereof that becomes nonfunctional and no longer fit for service (“Nonfunctional Wireless Installation”) as provided in this Paragraph 4.7. A Nonfunctional Wireless Installation that Licensee has failed to remove as required in this paragraph shall constitute an unauthorized Wireless Installation and is subject to the Unauthorized Wireless Installation fee specified in Appendix A, Item 3. Except as otherwise provided in this Wireless Installation Agreement, Licensee shall remove Nonfunctional Wireless Installations within two hundred and seventy (270) days of the Wireless Installation becoming nonfunctional, unless Licensee receives written notice from LP&L that removal is necessary to accommodate LP&L’s or another Attaching Entity or Wireless Installer’s use of the affected Pole(s) or Streetlight Pole(s), in which case Licensee shall remove the Nonfunctional Wireless Installation within sixty (60) days of receiving the notice. Licensee shall give LP&L notice of any Nonfunctional Attachments as provided in Article 15.

Article 5—Private and Regulatory Compliance

- 5.1 Necessary Authorizations.** Before Licensee occupies any of LP&L’s Poles, Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate and/or maintain its Wireless Installations on public and/or private property (the “Authorizations”). LP&L retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee’s obligations under this Article 5 include, but are not limited to, its obligation to obtain all necessary approvals to occupy public/private rights-of-way, and all necessary licenses and authorizations to provide the services that it provides over its Wireless Installations, and to pay all costs associated therewith. Licensee shall defend, indemnify and reimburse LP&L for all loss and expense, including reasonable attorney’s fees, that LP&L may incur as a result of claims by governmental bodies, owners of private property, or any other persons, that Licensee does not have sufficient rights or authority to attach Wireless Installations on LP&L’s Poles.

- 5.2 Lawful Purpose and Use.** Licensee's Wireless Installations must at all times serve a lawful purpose, and the use of such installations must comply with all applicable federal, state and local laws.
- 5.3 Forfeiture of LP&L's Rights.** No Permit granted under this Wireless Installation Agreement shall extend, or be deemed to extend, to any Pole or Streetlight Pole on which the installation of Licensee's Wireless Installations would result in a forfeiture of LP&L's rights. Any Permit that would result in forfeiture of LP&L's rights shall be deemed invalid as of the date of its issue. Further, if any of Licensee's existing Wireless Installations, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Wireless Installation upon receipt of written notice from LP&L. If Licensee does not remove its Wireless Installations in question, LP&L may, at its option, perform such removal at Licensee's expense not sooner than the expiration of thirty (30) calendar days from LP&L's issuance of the written notice.
- 5.4 Effect of Consent to Construction/Maintenance.** Consent by LP&L to the construction or maintenance of any Wireless Installations by Licensee shall not be deemed consent, authorization or an acknowledgment that Licensee has obtained all required Authorizations with respect to such Wireless Installations. It is Licensee's responsibility to obtain all necessary approvals for each Wireless Installation from all appropriate parties or agencies.

Article 6—Permit Application Procedures

- 6.1 Permit Required.** Licensee shall not install any Wireless Installation on any Pole or Streetlight Pole without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B. Unless updates or upgrades are required by the Wireless Installation Standards, or unless LP&L notifies Licensee to the contrary, pre-existing authorized Wireless Installations of Licensee as of the effective date of this Wireless Installation Agreement shall be grandfathered with respect to Permitting, but shall be subject to the Wireless Installation Fees. Licensee shall provide LP&L with a list of all such pre-existing Wireless Installations within six (6) months of the effective date of this Wireless Installation Agreement.
- 6.2 Professional Certification.** Unless otherwise waived in writing by LP&L, as part of the Permit application process and at Licensee's sole expense, a qualified and experienced professional engineer, or an employee or contractor of Licensee who has been approved by LP&L, must participate in the Pre-Construction Survey, conduct the Post-Construction Inspection and certify that Licensee's Wireless Installations can

be and were installed on the identified Poles in compliance with the standards in Paragraph 4.1 and in accordance with the Permit. The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric transmission or distribution systems. LP&L may require Licensee's professional engineer to conduct a post-construction inspection that the LP&L may verify by means that it deems reasonable.

- 6.3 LP&L Review of Permit Application.** Upon receipt of a properly executed Application for Permit (Appendix C), which shall include the Pre-Construction Survey, certified per Paragraph 6.2 above, and detailed plans for the proposed Wireless Installations in the form specified in Appendix D, LP&L will review the Permit Application as promptly as possible, and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. LP&L acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis.
- 6.4 Permit as Authorization to Install Wireless Installation.** After receipt of payment for any necessary Make-Ready Work, LP&L will sign and return the Permit Application, which shall serve as authorization for Licensee to install its Wireless Installations.

Article 7—Make Ready Work/Installation

- 7.1 Estimate for Make-Ready Work.** In the event LP&L determines that it can accommodate Licensee's request for Wireless Installation(s), it will, upon request, advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Wireless Installation. Licensee shall have fourteen (14) days to approve the estimate and provide payment in accordance with this Wireless Installation Agreement and the specifications of the estimate.
- 7.2 Payment of Make-Ready Work.** Upon completion of the Make-Ready Work, LP&L shall invoice Licensee for LP&L's actual cost of such Make-Ready Work. Alternatively, LP&L, at its discretion, may require payment in advance for Make-Ready Work based upon the estimated cost of such work. In such case, upon completion, Licensee shall pay LP&L's actual cost of Make-Ready Work. The costs of the work shall be itemized as per Paragraph 3.9 and trued up as per Paragraph 3.8.
- 7.3 Who May Perform Make-Ready Work.** Make-Ready Work shall be performed only by LP&L and/or a contractor authorized by LP&L to perform such work.

If LP&L cannot perform the Make-Ready Work to accommodate Licensee's Wireless Installations within ninety (90) calendar days of Licensee's agreement to, and payments for, the Make-Ready Work estimate, Licensee may seek permission from LP&L for Licensee to employ a qualified contractor to perform such work.

7.4 Scheduling of Make-Ready Work. In performing all Make-Ready Work to accommodate Licensee's Wireless Installations, LP&L will endeavor to include such work in its normal work schedule. In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of LP&L's normal work hours, Licensee shall pay any resulting increased costs. Nothing herein shall be construed to require LP&L to perform Licensee's work before other scheduled work or LP&L service restoration.

7.5 Written Approval of Installation Plans Required. Before installing any Wireless Installation to LP&L's Poles, the applicant must obtain LP&L's written approval of detailed plans for the Wireless Installations. Such detailed plans shall accompany a Permit application as required under Paragraph 6.4.

7.6 Licensee's Installation/Removal/Maintenance Work.

7.6.1 All of Licensee's installation, removal and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of LP&L's Poles, or other Facilities or other Attaching Entity's or Wireless Installer's facilities or equipment. All such work is subject to the insurance requirements of Article 18. The issuance of a Permit shall not relieve Licensee of its obligations hereunder.

7.6.2 All of Licensee's installation, removal and maintenance work performed on LP&L's Poles or in the vicinity of other Utility Facilities, either by its employees or contractors, shall be in compliance with all terms and provisions hereof, including without limitation, the applicable regulations specified in Paragraph 4.1. Licensee shall assure that any person installing, maintaining, or removing its Wireless Installations is fully qualified and familiar with all Wireless Installation Standards, and the provisions hereof, including without limitation, Article 17, and the minimum design specifications contained in Appendix D.

Article 8—Transfers.

- 8.1 Required Transfers of Licensee’s Wireless Installations.** If LP&L reasonably determines that a transfer of Licensee’s Wireless Installations is necessary, Licensee agrees to allow such transfer. In such instances, LP&L will, at its option, either require Licensee to perform the transfer at its own expense, or perform the transfer itself using its personnel, and/or contractors. In the event LP&L elects to have Licensee perform such transfer, and Licensee fails to transfer its Facilities within sixty (60) calendar days after receiving such notice from LP&L, LP&L shall have the right to transfer Licensee’s Facilities using its personnel and/or contractors. The costs of such transfers shall be apportioned as provided in Article 9, and payable as provided in Section 3.2. LP&L shall not be liable for damage to Licensee’s Facilities except to the extent provided in Paragraph 16.1. The written advance notification requirement of this Paragraph shall not apply to emergency situations, in which case LP&L shall provide such advance notice as is practical, given the urgency of the particular situation. LP&L shall then provide written notice of any such actions taken within ten (10) days of the occurrence.
- 8.2 Billing for Transfers Performed by LP&L.** If LP&L performs the transfer(s), LP&L will bill Licensee for actual costs per Paragraph 3.9.

9 Article 9—Pole and Modifications and Replacements.

- 9.1 Licensee’s Action Requiring Modification/Replacement.** In the event that any Pole on which Licensee desires to install Wireless Installation(s) is unable to support or accommodate the additional facilities in accordance with all Wireless Installation Standards, LP&L will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide an adequate Pole, including but not limited to replacement of the Pole, rearrangement or transfer of Utility’s Facilities, as well as the facilities of other Attaching Entities or Wireless Installers. Licensee shall be responsible for separately entering into an agreement with other Attaching Entities or Wireless Installers concerning the allocation of costs for the relocation or rearrangement of such entities’ existing Attachments and/or Wireless Installations. If Licensee elects to go forward with the necessary changes, Licensee shall pay to LP&L the actual cost of the Make-Ready Work, performed by LP&L, per Paragraph 3.9. LP&L, at its discretion, may require advance payment. Licensee shall also be responsible for obtaining, and furnishing to LP&L before the commencement of any Make-Ready Work, agreements between Licensee and the

other Attaching Entities (including Overlashers) or Wireless Installers concerning the relocation or rearrangement of the Attachments or Wireless Installations and the costs involved.

9.2 Treatment of Multiple Requests for Same Pole. If LP&L receives Permit Applications for the same Pole from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification or replacement of the Pole, LP&L will allocate among such licensees the applicable costs associated with such modification or replacement.

9.3 Guying. The use of guying to accommodate Licensee's Wireless Installations shall be provided by, and at the expense of, Licensee and to the satisfaction of LP&L as specified in Appendix D. Licensee shall not attach its guy wires to LP&L's anchors without prior written permission of LP&L. If permission is granted, charges may apply.

9.4 Allocation of Costs. The costs for any rearrangement or transfer of Licensee's Wireless Installations or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of LP&L's cables or wires) shall be allocated to LP&L and/or Licensee and/or other Attaching Entities or Wireless Installers on the following basis:

9.4.1 If LP&L intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee, however, shall be responsible for all costs associated with the rearrangement or transfer of Licensee's Wireless Installations. Prior to making any such modification or replacement, LP&L shall provide Licensee written notification of its intent in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Wireless Installation. Should Licensee so elect to modify or add, it must seek LP&L's written permission per this Wireless Installation Agreement. The notification requirement of this Paragraph 9.4.1 shall not apply to routine maintenance or emergency situations. If Licensee elects to add to or modify its Wireless Installations, Licensee shall bear the total incremental costs incurred by LP&L in making the space on the Poles accessible to Licensee.

9.4.2 If the modification or the replacement of a Pole is the result of an additional Attachment or Wireless Installation or the modification of an existing Attachment or Wireless Installation sought by an Attaching Entity or Wireless Installer other than LP&L or Licensee, the Attaching Entity or Wireless

Installer requesting the additional or modified Attachment or Wireless Installation shall bear the entire cost of the modification or Pole replacement, as well as the costs for rearranging or transferring Licensee's Wireless Installations. Licensee shall cooperate with such third-party Attaching Entity or Wireless Installer to determine the costs of moving Licensee's facilities.

9.4.3 If the Pole must be modified or replaced for other reasons unrelated to the use of the Pole by Attaching Entities or Wireless Installers (*e.g.*, storm, accident, deterioration), LP&L shall pay the costs of such modification or replacement; provided, however, that Licensee shall be responsible for the costs of rearranging or transferring its Wireless Installations.

9.4.4 If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for all costs related to the modification or replacement of the Pole and for the costs associated with the transfer or rearrangement of any other Attaching Entity's Attachments or Wireless Installer's Wireless Installations. At the time Licensee submits a Permit Application to LP&L, Licensee shall submit, in writing, that it has made arrangements to reimburse all affected Attaching Entities and Wireless Installers for the cost to transfer or rearrange such entities' facilities. LP&L shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity or Wireless Installer's facilities pursuant to this Paragraph 9.4.4.

9.5 **LP&L Not Required to Relocate.** No provision of this Wireless Installation Agreement shall be construed to require LP&L to relocate its attachments or modify/replace its Poles for the benefit of Licensee.

Article 10—Abandonment or Removal of Utility Facilities

- 10.1 Notice of Abandonment or Removal of Utility Facilities.** If LP&L desires at any time to abandon, remove, or underground any Utility Facilities on which Licensee's Wireless Installations are installed, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove or underground such Utility's Facilities. Notice may be limited to thirty (30) calendar days if LP&L is required to remove or abandon its Utility Facilities as the result of the action of a third party and the greater notice period is not practical. Such notice shall indicate whether LP&L is offering Licensee an option to purchase the Pole(s), if applicable. As concerns the abandonment or removal of Utility Facilities, if, following the expiration of the applicable notice period, Licensee has not yet removed and/or transferred all of its Wireless Installations therefrom and has not entered into an agreement to purchase Utility's Facilities pursuant to Paragraph 10.2, Licensee expressly stipulates that LP&L shall have the right to have Licensee's Communications Facilities removed and/or transferred from the Pole at Licensee's expense. In addition, Licensee's failure to remove its Wireless Installations as required under this paragraph shall subject Licensee to the penalty provisions of Appendix A. LP&L shall give Licensee ten (10) calendar days prior written notice of any such removal or transfer of Licensee's Wireless Installations.
- 10.2 Option to Purchase Abandoned Poles.** Should LP&L desire to abandon any Pole, LP&L, in its sole discretion, may grant Licensee the option of purchasing such Pole at a rate negotiated with LP&L. Licensee must notify LP&L in writing within thirty (30) calendar days of the date of LP&L's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Pole within forty-five (45) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should LP&L and Licensee fail to enter into an agreement for Licensee to purchase the Pole prior to the end of the forty-five (45) calendar days, Licensee must remove its Wireless Installations as required under Paragraph 10.1. Nothing in this Wireless Installation Agreement shall be construed to require LP&L to sell Licensee Poles that LP&L intends to remove or abandon.

Article 11—Removal of Licensee’s Wireless Installations

Removal on Expiration/Termination. At the expiration or other termination of this Wireless Installation Agreement or individual Permit(s), Licensee shall remove its Wireless Installations from the affected Poles at its own expense. If Licensee fails to remove such facilities within sixty (60) calendar days of expiration or termination or some greater period as allowed by LP&L, Licensee expressly stipulates and agrees that LP&L shall have the right, but not the obligation, to remove Licensee’s Wireless Installations at Licensee’s expense.

Article 12—Termination of Permit

12.1 Automatic Termination of Permit. Any Permit issued pursuant to this Wireless Installation Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Wireless Installations on public or private property at the location of the particular Pole(s).

12.2 Surrender of Permit. Licensee may at any time surrender any Permit for Wireless Installations and remove its Wireless Installations from the affected Pole(s), provided, however, that before commencing any such removal Licensee must obtain LP&L’s written approval of Licensee’s plans for removal, including the name of the party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article 18. No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Wireless Installations from Utility’s Facilities within thirty (30) calendar days thereafter, LP&L shall have the right, but not the obligation, to remove Licensee’s Wireless Installations at Licensee’s expense.

Article 13—Inspection of Licensee’s Wireless Installations

13.1 Inspections. LP&L may conduct an inventory and inspection of Licensee’s Wireless Installations at any time. Licensee shall correct all Wireless Installation’s that are not found to be in compliance with the Wireless Installation Standards within thirty (30)

calendar days of notification. If it is found that Licensee has made a Wireless Installation without a Permit, Licensee shall pay a fee as specified in Appendix A, Item 3, in addition to applicable Permit and Make-Ready charges. If it is found that five percent (5%) or more of Licensee's Wireless Installations are either in non-compliance or not permitted, Licensee shall pay its *pro-rata* share of the costs of the inspection.

- 13.2 Notice.** LP&L will give Licensee reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without delay.
- 13.3 No Liability.** Inspections performed under this Wireless Installation Agreement, or the failure to do so, shall not operate to impose upon LP&L any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations or liability whether assumed under this Wireless Installation Agreement or otherwise existing.
- 13.4 Wireless Installation Records.** Notwithstanding the above inspection provisions, Licensee shall furnish to LP&L, on an annual basis, an up-to-date map depicting the locations of its Wireless Installations, in an electronic format specified by LP&L.

Article 14—Unauthorized Occupancy or Access

- 14.1 Penalty Fee.** If any of Licensee's Wireless Installations are found occupying any Pole for which no Permit has been issued, LP&L, without prejudice to its other rights or remedies under this Wireless License Agreement, may assess an Unauthorized Access Penalty Fee as specified in Appendix A, Item 3. In the event Licensee fails (i) to pay such Fee within thirty (30) calendar days of receiving notification thereof, (ii) to proceed with all reasonable diligence the permitting of such non-permitted Wireless Installation, or (iii) fails to receive a permit after diligent pursuit of same, LP&L has the right, but not the obligation, to remove such Wireless Installation at Licensee's expense.
- 14.2 No Ratification of Unlicensed Use.** No act or failure to act by LP&L with regard to any unauthorized use shall be deemed as ratification of the unauthorized use. Any Permit issued for a previously unauthorized Wireless Installation shall not operate retroactively or constitute a waiver by LP&L of any of its rights or privileges under this Wireless Installation Agreement or otherwise, and Licensee shall remain subject to all liabilities, obligations and responsibilities arising out of or related to its unauthorized use from its inception.

Article 15—Reporting Requirements

Concurrently with Licensee's Wireless Installation Fee payment and using the reporting form contained in Appendix E, Licensee shall report the following to LP&L:

- 15.1 The Poles on which Licensee has installed, during the relevant reporting period, Risers and service drops, for which no Permit was required.
- 15.2 All Wireless Installations that have become nonfunctional during the relevant reporting period. The report shall identify the Pole on which the Nonfunctional Wireless Installation is located, describe the nonfunctional equipment, and indicate the approximate date the Wireless Installation became nonfunctional.
- 15.3 Any equipment Licensee has removed from Poles during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a Permit pursuant to Paragraph 12.2.

Article 16—Liability and Indemnification

- 16.1 **Liability.** LP&L reserves to itself the right to maintain and operate its Poles in such manner as will best enable it to fulfill its service requirements. Licensee agrees to use Utility's Poles at Licensee's sole risk. Notwithstanding the foregoing, LP&L shall exercise reasonable precaution to avoid damaging Licensee's Wireless Installations and shall report to Licensee the occurrence of any such damage caused by its employees, agents or contractors. Subject to Paragraph 16.5, LP&L agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of such facilities, but only to the extent such damage is caused by the gross negligence or willful misconduct of LP&L, provided, however, that the aggregate liability of LP&L to Licensee, in any fiscal year, for any liability, fines, penalties, claims, costs or damages, of any kind or type, stemming from interruption of Licensee's service or interference with the operation of Licensee's Wireless Installations (including special, indirect, punitive or consequential damages) shall not exceed the amount of the total Annual Wireless Installation Fees paid by Licensee to LP&L for that year as calculated based on the number of Wireless Installations under Permit at the time of the occurrence, per Appendix A, Item 1. LICENSEE HEREBY RELEASES LP&L, ITS OFFICIALS, BOARD

MEMBERS, COUNCIL MEMBERS, REPRESENTATIVES, EMPLOYEES, AGENTS AND CONTRACTORS, FROM AND AGAINST ANY AND ALL LIABILITY, FINES, PENALTIES, CLAIMS, COSTS AND DAMAGES, OF ANY KIND OR TYPE, NOT EXPRESSLY ASSUMED BY LP&L IN THIS SECTION 16.1.

16.2 Indemnification. LICENSEE, AND ANY AGENT, CONTRACTOR OR SUBCONTRACTOR OF LICENSEE, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LP&L AND ITS OFFICIALS, OFFICERS, BOARD MEMBERS, COUNCIL MEMBERS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND CONTRACTORS FROM AND AGAINST ANY AND ALL LIABILITY, COSTS, DAMAGES, FINES, TAXES, SPECIAL CHARGES BY OTHERS, PENALTIES, PAYMENTS (INCLUDING PAYMENTS MADE BY LP&L UNDER ANY WORKERS' COMPENSATION LAWS OR UNDER ANY PLAN FOR EMPLOYEES' DISABILITY AND DEATH BENEFITS), AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES OF LP&L AND ALL OTHER COSTS AND EXPENSES OF LITIGATION), OF ANY KIND OR TYPE ("COVERED CLAIMS") ARISING IN ANY WAY, INCLUDING WITHOUT LIMITATION, ANY ACT, OMISSION, FAILURE, NEGLIGENCE OR WILLFUL MISCONDUCT, IN CONNECTION WITH THE CONSTRUCTION, MAINTENANCE, REPAIR, PRESENCE, USE, RELOCATION, TRANSFER, REMOVAL OR OPERATION BY LICENSEE, OR BY LICENSEE'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS, OF LICENSEE'S WIRELESS INSTALLATIONS, EXCEPT TO THE EXTENT OF LP&L'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT GIVING RISE TO SUCH COVERED CLAIMS. SUCH COVERED CLAIMS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

16.2.1 INTELLECTUAL PROPERTY INFRINGEMENT, LIBEL AND SLANDER, TRESPASS, UNAUTHORIZED USE OF TELEVISION OR RADIO BROADCAST PROGRAMS AND OTHER PROGRAM MATERIAL, AND INFRINGEMENT OF PATENTS;

16.2.2 COST OF WORK PERFORMED BY LP&L THAT WAS NECESSITATED BY LICENSEE'S FAILURE, OR THE FAILURE OF LICENSEE'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS, TO INSTALL, MAINTAIN, USE, TRANSFER OR REMOVE LICENSEE'S WIRELESS INSTALLATIONS IN ACCORDANCE WITH THE REQUIREMENTS AND SPECIFICATIONS OF THIS AGREEMENT, OR FROM ANY OTHER WORK THIS

AGREEMENT AUTHORIZES LP&L TO PERFORM ON LICENSEE'S BEHALF;

16.2.3 DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF ANY WORK OR OBLIGATION UNDERTAKEN BY LICENSEE, OR LICENSEE'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS, PURSUANT TO THIS AGREEMENT;

16.2.4 LIABILITIES INCURRED AS A RESULT OF LICENSEE'S VIOLATION, OR A VIOLATION BY LICENSEE'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS, OF THIS AGREEMENT AND/OR ANY LAW, RULE, OR REGULATION OF THE UNITED STATES, STATE OF TEXAS OR ANY OTHER GOVERNMENTAL ENTITY OR ADMINISTRATIVE AGENCY.

16.3 Procedure for Indemnification.

16.3.1 LP&L shall give prompt notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against LP&L, LP&L shall give the notice to Licensee no later than fifteen (15) calendar days after LP&L receives written notice of the action, suit or proceeding.

16.3.2 LP&L's failure to give the required notice will not relieve Licensee from its obligation to indemnify LP&L unless, and only to the extent, Licensee is materially prejudiced by such failure.

16.3.3 Licensee will have the right at any time, by notice to LP&L, to participate in, or assume control of, the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to LP&L. LP&L agrees to cooperate fully with Licensee. If Licensee so assumes control of the defense of any third-party claim, LP&L shall have the right to participate in the defense at its own expense. If Licensee does not so assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by LP&L with respect to the claim.

16.3.4 If Licensee assumes the defense of a third-party claim as described above, then in no event will LP&L admit any liability with respect to, or settle,

compromise or discharge, any third-party claim without Licensee's prior written consent.

16.4 Environmental Hazards. Licensee represents and warrants that its use of Utility's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Utility's Poles, or transport to Utility's Poles, any Hazardous Substances and that Licensee's Wireless Installations will not constitute or contain and will not generate any Hazardous Substance in violation of federal, state or local law now or hereafter in effect including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration or other disaster, its Wireless Installations would not release any Hazardous Substances. Licensee and its agents, contractors and subcontractors shall defend, indemnify and hold harmless LP&L and its respective officials, officers, board members, council members, representatives, employees, agents and contractors from and against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, expenses (including reasonable attorney's fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage or discovery of any Hazardous Substances on, under or adjacent to Utility's Poles attributable to Licensee's use of Utility's Poles, and/or the violation of Licensee's representations provided herein

Should Utility's Poles be declared to contain Hazardous Substances, Utility, Licensee and all Attaching Entities and Wireless Installers shall share proportionately in the cost of disposal of the affected Poles based on each entity's individual percentage use of the same. For Attaching Entities and Wireless Installers, such percentage shall be derived from the sum of the space occupied by each Attaching Entity plus its share of the Common Space. For Utility, such percentage shall be equal to the space above the NESC 40-inch safety space plus its share of the Common Space. If the source or presence of the Hazardous Substance is solely attributable to particular parties, such costs shall be borne solely by those parties.

16.5 Municipal Liability Limits. No provision of this Wireless Installment Agreement is intended, nor shall it be construed, to be a waiver for any purpose by LP&L of any applicable State limits on municipal liability, or any applicable State law regarding immunity, including without limitation, immunity from suit and liability. No indemnification provision contained in this Wireless Installment Agreement under

which Licensee indemnifies LP&L shall be construed in any way to limit any other indemnification provision contained in this Wireless Installment Agreement.

- 16.6 Attorney's Fees and Survival.** If LP&L brings a successful action in a court of competent jurisdiction to enforce this Wireless Installment Agreement, Licensee shall pay LP&L's reasonable attorney's fees. The terms of this Article 16 shall survive the expiration or termination of this Wireless Installation Agreement.

Article 17—Duties, Responsibilities, and Exculpation

- 17.1 Duty to Inspect.** Licensee acknowledges and agrees that LP&L does not warrant the condition or safety of Utility's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Poles and/or premises surrounding the Poles, prior to commencing any work on Utility's Poles or entering the premises surrounding such Poles.
- 17.2 Knowledge of Work Conditions.** By executing this Wireless Installation Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Wireless Installation Agreement and that it fully understands or will acquaint itself with the facilities, difficulties and restrictions attending the execution of such work.
- 17.3 DISCLAIMER.** UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO UTILITY'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND UTILITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. UTILITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 17.4 Duty of Competent Supervision and Performance.** The parties further understand and agree that in the performance of work under this Wireless Installation Agreement, Licensee and its agents, employees, contractors and subcontractors will work near electrically energized lines, transformers or other Utility Facilities, and, except as provided herein, the parties stipulate that energy therein will not be interrupted during the continuance of this Wireless Installation Agreement, except in an emergency endangering life, grave personal injury or property. Licensee shall ensure that its

employees, agents, contractors and subcontractors have the necessary qualifications, skill, knowledge, training and experience to protect themselves, their fellow employees, agents, contractors and subcontractors; the employees, agents, contractors and subcontractors of Utility; and the general public, from harm or injury while performing work permitted pursuant to this Wireless Installation Agreement. In addition, Licensee shall furnish its employees, agents, contractors and subcontractors, competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

- 17.5 Requests to De-energize.** In the event LP&L de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse LP&L in full for all costs and expenses incurred, in accordance with Paragraph 3.9. Before LP&L de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request. Licensee shall give LP&L fourteen (14) calendar days prior written notice of any such request to de-energize.
- 17.6 Interruption of Service.** In the event that Licensee causes an interruption of service by damaging or interfering with any equipment of LP&L, Licensee shall, at its expense, immediately do all things necessary to avoid injury or damages, direct and incidental, resulting therefrom and shall notify LP&L immediately.
- 17.7 Duty to Inform.** Licensee further warrants that it understands the imminent dangers (**INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION**) inherent in the work necessary to make installations on Utility's Poles by Licensee's employees, agents, contractors or subcontractors, and accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors and subcontractors of such dangers, and to keep them informed regarding same.

Article 18—Insurance

- 18.1 Policies Required.** At all times during the term of this Wireless Installation Agreement, Licensee shall keep in force and effect all insurance policies as described below:

18.1.1 Workers' Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Texas law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Utility. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

18.1.2 Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$2,000,000 commercial general liability, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 per each occurrence.

18.1.3 Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 per each occurrence, \$1,000,000 aggregate.

18.1.4 Umbrella Liability Insurance. Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$3,000,000 each occurrence, \$3,000,000 aggregate.

18.1.5 Property Insurance. Property insurance on its own facilities, buildings and other improvements, including all equipment, fixtures, and utility structures, fencing or support systems that may be placed on, within or around Utility Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.

18.2 Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the State of Texas and have an "A-" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article 18 with the same limits.

18.3 Certificate of Insurance; Other Requirements. Prior to the execution of this Wireless Installation Agreement and prior to each insurance policy expiration date during the term of this Wireless Installation Agreement, Licensee will furnish Utility with a certificate of insurance (“Certificate”) and, upon request, certified copies of the required insurance policies. The Utility shall be listed as a primary and non-contributory additional insured with respect to the automobile liability and commercial general liability policies and shall be granted a waiver of subrogation under those policies, and the Certificate shall reference this Wireless Installation Agreement and the waivers of subrogation and additional insured status required by this Wireless Installation Agreement. Utility shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Utility, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, “Additional Insureds”) shall be named as Additional Insureds under all of the policies, except workers’ compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers’ compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Utility. Licensee shall defend, indemnify and hold harmless Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors and their subcontractors and provide a copy of such Certificates to Utility upon request.

18.4 Limits. The limits of liability set out in this Article 18 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease Licensee’s exposure to risk.

18.5 Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that (1) exclude coverage of liability assumed by this Wireless Installation Agreement, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Utility’s employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee’s contractors or the contractors’ employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

- 18.6 Deductible/Self-insurance Retention Amounts.** It is agreed and understood that Licensee shall be fully and expressly responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

Article 19—Authorizations Not Exclusive

Utility shall have the right to grant, renew and extend rights and privileges to others not party to this Wireless Installation Agreement by contract or otherwise, to use Utility Facilities covered by this Wireless Installation Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Wireless Installation Agreement, except as otherwise may be provided in this Wireless Installation Agreement.

Article 20—Assignment

- 20.1 Limitations on Assignment.** Licensee shall not assign its rights or obligations under this Wireless Installation Agreement, nor any part of such rights or obligations, without the prior written consent of Utility, which consent shall not be unreasonably withheld.
- 20.2 Obligations of Assignee/Transferee and Licensee.** No assignment or transfer under this Article 20, if otherwise consented to, shall be allowed until the assignee or transferee becomes a signatory to this Wireless Installation Agreement and assumes all obligations of Licensee arising under this Wireless Installation Agreement. Licensee shall furnish Utility with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Wireless Installation Agreement and shall not be released from performing any of the terms, covenants or conditions of this Wireless Installation Agreement without the express written consent to the release of Licensee by Utility.

Article 21—Failure to Enforce

Failure of Utility or Licensee to take action to enforce compliance with any of the terms or conditions of this Wireless Installation Agreement, or to give notice, or declare this Wireless Installation Agreement, or any authorization granted hereunder terminated, shall not constitute

a waiver or relinquishment of any term or condition of this Wireless Installation Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Wireless Installation Agreement.

Article 22—Termination of Wireless Installation Agreement

22.1 In addition to Utility's rights under Article 12, Utility shall have the right, pursuant to the procedure set out in Paragraph 22.2, to terminate this entire Wireless Installation Agreement, or any Permit issued hereunder, whenever Licensee is in default of any term or condition of this Wireless Installation Agreement, including but not limited to the following circumstances:

22.1.1 Construction, operation or maintenance of Licensee's Wireless Installations in violation of law or in aid of any unlawful act or undertaking; or

22.1.2 Construction, operation or maintenance of Licensee's Wireless Installations without a permit, or after any authorization required of Licensee has lawfully been denied or revoked by any governmental or private authority or violation of any other agreement with Utility; or

22.1.3 Construction, operation or maintenance of Licensee's Wireless Installations without the insurance coverage required under Article 18.

22.2 Utility will notify Licensee in writing of any defaults by Licensee under the Wireless Installation Agreement. Licensee shall cure or eliminate any such condition(s) within fifteen (15) calendar days of such notice, or such longer period mutually agreed to by the parties, and shall confirm in writing to Utility that the cited condition(s) has (have) ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) and/or fails to give the required confirmation, Utility may immediately terminate this Wireless Installation Agreement or any Permit(s). In the event of termination of this Wireless Installation Agreement or any of Licensee's rights, privileges or authorizations hereunder, Utility may seek removal of Licensee's Wireless Installations from any or all of Utility's Poles, pursuant to the terms of Article 11. In such instance, Licensee shall be liable for and pay all fees and charges pursuant to terms of this Wireless Installation Agreement.

Article 23—Term of Wireless Installation Agreement

- 23.1** This Wireless Installation Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Wireless Installation Agreement, shall continue in effect for a term of five (5) years and, unless terminated by either party as provided below, shall automatically be renewed for two (2) additional successive five (5) year terms. Either party may terminate this Wireless Installation Agreement at the end of the initial five (5) year term, or a successor term, as applicable, by giving to the other party written notice of an intention to terminate this Wireless Installation Agreement at least ninety (90) calendar days prior to the end of the then-current term.
- 23.2** Even after the termination of this Wireless Installation Agreement, Licensee's responsibility, release and indemnity obligations shall continue with respect to any claims or demands related to Licensee's Wireless Installations as provided for in Article 16.

Article 24—Amending Wireless Installation Agreement

Notwithstanding other provisions of this Wireless Installation Agreement, the terms and conditions of this Wireless Installation Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

Article 25—Notices

25.1 Wherever in this Wireless Installation Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid to, and except where specifically provided for elsewhere, properly addressed as follows:

If to **Utility**, at: Lubbock Power & Light, attn.: _____,
1301 Broadway
Lubbock, Texas 79401

If to **Licensee**, at: _____

or to such other address as either party, from time to time, may give the other party in writing.

25.2 Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the general public, where Utility can contact Licensee to report damage to Licensee's facilities or other situations requiring immediate communications between the parties. Such contact person shall be qualified and able to respond to Utility's concerns and requests. Failure to maintain an emergency contact shall eliminate Utility's liability to Licensee for any actions that Utility deems reasonably necessary given the specific circumstances.

Article 26—Entire Agreement

This Wireless Installation Agreement, including the appendices hereto, constitutes the entire agreement by the parties and supersedes all previous agreements, whether written or oral, between Utility and Licensee for placement and maintenance of Licensee's Wireless Installations on Utility's Poles. There are no other provisions, terms or conditions to this Wireless Installation Agreement except as expressed herein.

Article 27—Severability

If any provision or portion thereof of this Wireless Installation Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially

alter the essence of this Wireless Installation Agreement to either party, such provision shall not render unenforceable this entire Wireless Installation Agreement. Rather, it is the intent of the parties that this Wireless Installation Agreement be administered as if it did not contain the invalid provision.

Article 28—Governing Law

The validity, performance and all matters relating to this Wireless Installation Agreement and any amendment hereto, shall be governed by the laws (without reference to choice of law) of the State of Texas. This Wireless Installation Agreement is performable in Lubbock County, Texas. VENUE FOR ANY ACTION ARISING HEREUNDER OR RELATED HERETO SHALL LIE EXCLUSIVELY IN THE COURTS OF COMPETENT JURISDICTION LOCATED IN LUBBOCK COUNTY, TEXAS.

Article 29—Incorporation of Recitals and Appendices

The recitals stated above, and all appendices to this Wireless Installation Agreement, are incorporated into and constitute part of this Wireless Installation Agreement.

Article 30—Performance Bond

On execution of this Wireless Installation Agreement, Licensee shall provide to Utility a performance bond or letter of credit in an amount of _____ Thousand Dollars (\$____,000.00). The bond or letter of credit shall be with an entity and in a form acceptable to Utility. The purpose of the performance bond or letter of credit is to ensure Licensee's performance of all of its obligations under this Wireless Installation Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties and fees due to Utility which arise by reason of the construction, operation, maintenance or removal of Licensee's Wireless Installations on or about Utility's Poles.

Article 31—*Force Majeure*

- 31.1** In the event that either Utility or Licensee is prevented or delayed from fulfilling any term or provision of this Wireless Installation Agreement by reason of fire, flood, earthquake or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Wireless Installation Agreement, then, subject to the terms of Paragraph 31.2 below, performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.
- 31.2** Utility shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in Paragraph 31.1, provided that Licensee presents Utility with a written description of such force majeure event within a reasonable time after occurrence of the event or cause relied on, and the actions to be taken by Licensee to remove or remedy such force majeure event. However, this provision shall not operate to excuse Licensee from the timely payment of any fees or charges due and payable to Utility under this Wireless Installation Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

“UTILITY”

LUBBOCK POWER & LIGHT

_____, Director of Electric Utilities

APPROVED AS TO CONTENT:

_____, Chief Operating Officer

APPROVED AS TO FORM:

_____, Electric Utilities Attorney

“LICENSEE”

XXXXXXXXXXXXXXXX

By: _____

ATTEST:

By: _____

APPENDIX A—FEES AND CHARGES

Wireless Installation Fees and Charges

Effective Date ____/____/____

1. Annual Wireless Installation Fee: \$6.03 per installation/per year

The Annual Wireless Installation Fees shall be adjusted annually by any change in the Index now known as “United States Bureau of Labor Statistics, Consumer Price Index—All Urban Consumers, base period 19832-84=100, (CPI-U)”, hereinafter referred to as the “Index.” The parties agree that the 20__ Index is _____ (____).

2. Non-Recurring Fees:

One-time License Agreement Fee \$0

Permit Application Fee..... \$0 per Permit Application
(1–50 Poles)

Permit Application Fee..... \$0 per Permit Application
(51 or more Poles)

Make Ready Work Charges See Articles 3, 7 and 9 of the
Agreement

Miscellaneous Charges..... See Articles 3, 7 and 9 of the
Agreement [or Attach Fee Schedule for
Work Performed for the Licensee]

Inspection Fees See Articles 3 and 13 of Agreement

3. Unauthorized Wireless Installation Fee:

Three times the annual wireless installation fee, per occurrence.

4. Failure To Timely Transfer, Abandon or Remove Wireless Installations Penalty:

One-fifth (1/5) annual Wireless Installation fee per day, per pole, first thirty (30) days;
Annual Wireless Installation fee per day, per pole, second thirty (30) days and thereafter.

APPENDIX B—WIRELESS INSTALLATION PERMIT APPLICATION PROCESS

The following procedure is to be followed by each Licensee seeking to make new Wireless Installations on Utility's Poles. Note that no entity may make any Wireless Installations on Utility's Poles without having first entered into a binding Wireless Installation License Agreement. Third parties seeking to overlash to an existing pole tenant facility must have a written overlash agreement with the pole tenant to be overlash. The overlash agreement must be provided to the Utility at the time of application.

1. Licensee shall submit a written request to perform a Pre-Construction Inspection. The request must include a preliminary route description. Licensee shall have a professional engineer, or utility approved employee or contractor, participate in a Pre-Construction Inspection, which will include a review of the proposed Wireless Installation(s) to determine the feasibility of the request and identify any potential Make-Ready Work. Appendices E and F to the Wireless Installation Agreement contains the minimum design review information that an applicant must provide and a worksheet for determining the minimum specifications that the proposed Wireless Installation must meet.
2. Following the Pre-Construction Inspection, Licensee shall submit a completed Permit Application (Appendix C) that includes: route map, information required in Appendices E and F, installation plans and recommendations on Make-Ready Work and a pole loading analysis stamped by a professional engineer. Licensee shall prepare the Permit Application in adherence with the Applicable Standards (Section 1.2 of the Agreement) and specifications (Appendix D).
3. The Utility will review the recommendations from the inspection and the pole loading analysis, and discuss any issues with the Licensee.
4. Upon receipt of written authorization and other requirements provided in the Wireless Installation Agreement, Utility will proceed with Make-Ready Work according to the specific agreed-upon installation plans and the terms of the Wireless Installation Agreement, including payment by Licensee for the Make-Ready Work charges as set out by Utility and agreed to by the Licensee.
5. Upon completion of the Make-Ready Work, the Utility will sign and return the Application for Permit authorizing the Licensee to make its Wireless Installation(s) in accordance with agreed-upon installation plans.

6. The Licensee's professional engineer, utility-approved employee or contractor shall submit written certification that he/she has completed the Post-Construction Inspection and that the installation was done in accordance with the provisions of the Permit. The Post-Construction Inspection shall be submitted within ninety (90) calendar days after installation is complete.
7. If the Utility waives the professional-engineer requirement, the Utility will perform the Post-Construction Inspection by means that it deems reasonable and charge the Licensee per Article 3 of the Wireless Installation Agreement.

APPENDIX C—APPLICATION FOR PERMIT

Application Date: ____/____/____

To: **[Insert Address of LP&L Permitting Department]**

Desire to: ____ Install Wireless Installations to Utility Pole(s)

____ Remove Wireless Installations from Utility Pole(s)

____ Overlash to existing facility attached to Utility Pole(s)

Permit No. _____ Superseded Permit No. _____

Number of Poles This Permit _____ Sheet 1 of _____

.....

Licensee Name: _____

Address: _____

Contact Person: _____ Phone _____

Title: _____

Utility Contact Person: _____ Phone _____

Title: _____

Narrative Description of Proposed Activity: _____

In accordance with the terms and conditions of the Wireless Installation Licensing Agreement dated _____, 20__, application is hereby made for a Permit to attach to and/or vacate Pole(s) or Streetlight Pole(s) in the locations detailed on the attached Route Map(s). Also, attached is documentation as required by Appendix F of the Wireless Installation Agreement. If applicable, the engineer's name, State of Texas registration number and phone number are:

Name: _____ Phone _____

Registration No. _____

SUBMITTED on this _____ day of _____, 20__.

LICENSEE

By: _____

Title: _____

Permission is hereby granted to Licensee to install Wireless Installations and/or vacate Wireless Installations on Poles or Streetlight Poles listed on the attached Field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Utility and agreed to by the Licensee.

APPLICATION APPROVED on this _____ day of _____, 20__.

“UTILITY”

LUBBOCK POWER & LIGHT

_____, Director of Electric Utilities

APPROVED AS TO CONTENT:

_____, Chief Operating Officer

APPROVED AS TO FORM:

_____, Electric Utilities Attorney



Lubbock Power & Light
The power is yours.

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Appendix D

Wireless Installation Standards

Revision 0
February 16, 2018

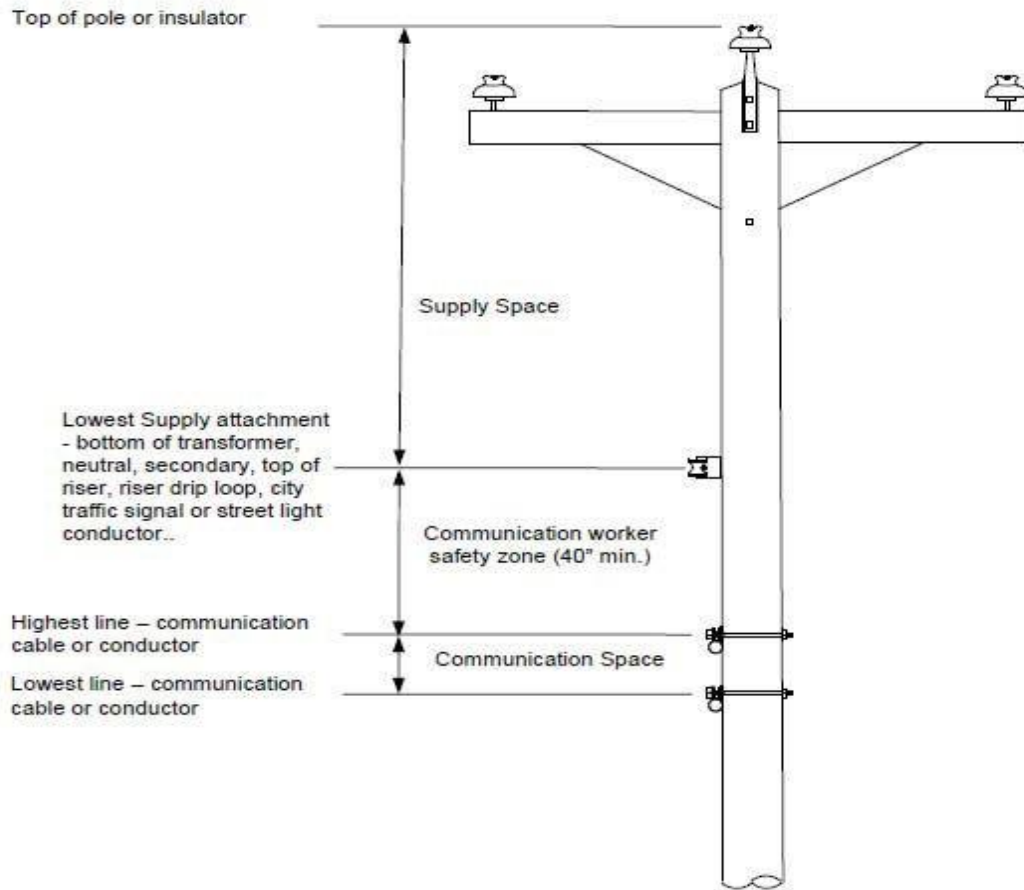
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1.0 General requirements for wireless installation on LP&L poles

- 1.1** Where wireless installations are necessary and approved the requirements of this section shall be applied in conjunction with the requirements in the Wireless Installation License Agreement to ensure that construction meets LP&L requirements and guidelines generally accepted by the electric utility industry.
- 1.2** LP&L requirements for third party wireless installations are based in part on the latest revision of the National Electrical Safety Code (NESC). Where LP&L requirements exceed the NESC, LP&L requirements shall govern.
- 1.3** The lawful requirements of state or local authorities shall govern where they exceed LP&L and NESC requirements.
- 1.4** Wireless installations shall be made in accordance to all LP&L requirements. If specific installations are not covered by the Standards, the latest revision of the NESC shall apply.
- 1.5** Wireless installations shall be designed, constructed, and maintained in accordance with the NESC, including but not limited to, the clearance and strength/loading requirements. The following NESC loading requirements shall be evaluated with the loading case that provides the worst case load governing:
 - 1.5.1** NESC Grade B and C construction as specified, except all Grade C construction shall comply with the requirements defined for Grade C “at crossing”.
 - 1.5.2** NESC 250B - Heavy loading.
 - 1.5.3** NESC 250C – High wind with basic wind speed of 94 mph, where applicable.
 - 1.5.4** NESC 250D – Extreme Ice with concurrent wind loading, where applicable.
 - 1.5.5** At dead ends with spans in each direction from the dead-end structure, the unbalanced pull used to design the structure shall not be the difference in tensions. Rather the unbalanced pull shall be determined by disregarding the impact of the offsetting conductor.
- 1.6** Licensee’s Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Texas, certifying that Licensee’s aerial cable design fully complies with the Applicable Standards and any other applicable federal, state or local codes and/or requirements.
- 1.7** This certification shall include, without limitation, the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Utility’s Facilities and other Attaching Entities’ facilities that exist on the Poles without regard to the condition of the existing facilities.
- 1.8** No new poles may be installed in an LP&L easement unless approved in writing by the municipality and landowner. Such written approval and copy of executed easement document must be submitted to LP&L with initial permit application.
- 1.9** Wireless installations shall not be installed on street light poles, where street light poles are defined as poles specifically designed for and only contain street lights. Wireless installation can be installed on distribution poles containing street lights, where distribution poles are defined as poles which have electrical distribution conductors attached.

- 1.10** No work shall be initiated in the Supply Space without providing LP&L prior notice and obtaining approval of LP&L. Any work completed in the Supply Space must be performed by an LP&L employee or an LP&L approved contractor that is qualified to work in the Supply Space
- 1.11** Wireless installations (including lines, risers, and equipment) shall be installed in a configuration which complies with NESC and LP&L's requirements for climbing/working space and in LP&L's opinion preserves the climb ability of the pole.
- 1.12** A clear climbing space must be maintained at all times on the face of the Pole. All attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of the pole. Licensee's cable/wire attachments shall be placed on the same side of the pole as those of other attaching entities.
- 1.13** All risers, including those providing 120/240 volt power for licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead attached to the pole with stand-off brackets.
- 1.14** LP&L will consider, but not necessarily allow, wireless installation to non-wood distribution poles (i.e. concrete, steel, and fiberglass). Where such wireless installations are requested, the attacher shall provide all information required by LP&L for the completion of a detailed engineering analysis. The wireless installation will not be allowed if adequate information regarding the attachment, the existing facilities, or the pole is not provided or is unavailable.
- 1.15** Wireless installations shall be made with galvanized bolted connections in a permanent manner. Wireless installation utilizing stainless steel banding may be allowed with prior approval by LP&L.
- 1.16** Prior to beginning work on a pole the attaching party's qualified person shall at a minimum:
- 1.16.1 Survey the work location, having in mind what work is to be done and the dangers that exist.
 - 1.16.2 Inspect the entire pole to ensure the integrity of the pole.
 - 1.16.3 Ensure the pole is in good condition and supported in such a way that the work can be completed safely.
- 1.17** Communication lines, messengers, down guys, equipment (including antennas), and support arms shall be bonded to the pole ground or neutral with #6 soft drawn bare copper wire or copper weld on each pole. A minimum 2" clearance of air or wood between all hardware and ground wires shall be maintained.



Notes:

- A. The communication worker safety zone is between facilities located in the supply space and facilities located in the communication space, both at the structure and in the span between structures.
- B. Nothing shall be located in the communication worker safety zone, except for the following:
 - 1. Span wires or brackets carrying luminaries, traffic signals, or trolley wires which are effectively grounded and meet NESC clearance requirements.
 - 2. A drip loop for a luminary or traffic signal provided a clearance of not less than 12" is maintained between the drip loop and the communication cable, through bolt, or other equipment.
 - 3. Vertical risers guarded with suitable conduit.
- C. No work shall be initiated in the Supply space without providing LP&L prior notice and obtaining approval from LP&L. Any work completed in the Supply space must be performed by an LP&L employee or approved contractor that is qualified to work in the Supply space.



SUPPLY AND COMMUNICATION SPACE

DATE:	2/15/2018
SCALE:	NTS
DRAWN BY:	DD
DWG#:	ANT-1
SHEET#	1
REV:	0

2.0 Communication lines installed on LP&L Poles

- 2.1** Communication lines shall not be installed in Supply space.
- 2.2** Any Communication line passing within 36 inches of a pole must be attached to the pole.
- 2.3** LP&L's Construction Standards defines span length limitations for NESC Grade B and C construction. When the addition of a Communication line to a pole causes the span length limitations to be exceeded, the line attachment will only be allowed if:
 - 2.3.1** The pole is changed out to an appropriate class of pole, or
 - 2.3.2** An engineering analysis demonstrating structural sufficiency is performed using approved LP&L analysis methodology. When required, analysis documentation must be submitted with permit application, reviewed and approved by LP&L prior to attachment, or
 - 2.3.3** The installation of an inter-span pole to reduce the span lengths. Prior to the installation of an inter-span pole, the location must be reviewed and approved by local LP&L representatives. The practice of installing inter-span poles should be limited.
- 2.4** Communication lines shall be arranged vertically and mounted directly to the pole.
- 2.5** Cross arms, extension arms, and standoff brackets shall not be utilized.
- 2.6** New Communication line attachments shall be installed on the pole in accordance with the following:
 - 2.6.1** If a pole already has Supply and/or Communication lines installed on opposite sides of the pole (i.e. the pole is boxed), the new line attachment shall always be made on the street side of the pole.
 - 2.6.2** If a pole is not already boxed, the new line attachment shall always be made on the same side of the pole as the existing attachments.
- 2.7** Emergency attachment of Communication lines on poles with tangent construction can be completed with the use of a j-hook.
- 2.8** Transitioning attachment height on the same pole should be avoided. All same pole transitions must be review and approved before construction. Unbalanced loads shall be guyed in accordance with the standards. Transitioning attachment height on the same pole shall be constructed in accordance with drawing ANT-7 and ANT-8.
- 2.9** The distance between holes used to mount Communication lines shall not be less than 6 inches, with the exception of the distance between holes on guy plates.
- 2.10** Each company installing facilities on LP&L poles shall install independent guys and anchors for their respective facilities. Guying is required in all cases where such facilities add an unbalanced tension load to a pole. Guys and anchors shall be placed in accordance with the Standards (refer to drawing ANT-9 and ANT-10 for an illustration of correct placement). Guy markers shall be installed as required by the NESC. Attachment of down guys to the pole with banding is prohibited. The top hole of the guy plate shall be 6 inches from the bottom hole of the mounting hardware supporting the tension load.

- 2.11** Licensee may not attach guy wires to the anchors of Utility or third-party user without the anchor owner's specific prior written consent.
- 2.12** No Attachment may be installed on a Utility Pole until all required guys and anchors are installed. No Attachment may be modified, added to or relocated in such a way as will materially increase the stress or loading on Utility Poles until all required guys and anchors are installed.
- 2.13** Licensee's down guys, if needed, shall be bonded to vertical ground wires of Utility's Pole, in accordance with NESC rule 92C. If there is no vertical ground present at the Pole, the connections to the system neutral are to be made by the Utility as an item of Make-Ready Work. Utility will determine if guys should be grounded or insulated.
- 2.14** Communication slack span lines shall comply with the following requirements:
- 2.14.1 LP&L reserves the right to not allow the attachment of slack spans to a pole or to require a larger ANSI pole classification than required by the Standards. The decision will be based on project specifics including, but not limited to, pole condition, pole and line configuration, size and quantity of existing and proposed Supply and Communication lines.
 - 2.14.2 No more than two (2) Communication slack span lines shall be installed on a pole.
 - 2.14.3 Communication slack span lines will only be permitted on LP&L poles which are not leaning or bowed. In addition, LP&L poles must have the required guys and anchors installed.
 - 2.14.4 The maximum mounting height of a Communication slack span line, without the completion of a detailed loading analysis, shall not exceed 40 feet above the ground.
 - 2.14.5 The maximum Communication slack span line tension is 250 lbs. in accordance with NESC 250B for Heavy district loading. A Common Scope (or equivalent) tension computation report shall be submitted to verify tension limitation.
 - 2.14.6 Maximum Communication slack span line length is 100 feet.
- 2.15** Communication slack span line requirements apply to original bundle and over-lashed lines. Pole requirements for in-line dead-end poles with single or three phase Supply lines are as follows.
- 2.15.1 For three phase Supply lines, the takeoff and slack end pole shall be classified as follows.

<ul style="list-style-type: none"> 2.15.1.1 Takeoff poles where the angle that is less than 45 degrees shall be classified as ANSI class 3 or larger. 2.15.1.2 Takeoff poles where the angle is equal to or greater than 45 degrees shall be classified as ANSI class 1. 2.15.1.3 The slack end pole shall be classified as ANSI class 3 or larger. 	<table border="0"> <tr> <td style="text-align: center;">Takeoff pole ANSI class 3 or larger, with an angle greater than 45 degrees requires ANSI class 1 or larger.</td> <td style="text-align: center;">Slack end pole ANSI class 3 or larger</td> </tr> </table>	Takeoff pole ANSI class 3 or larger, with an angle greater than 45 degrees requires ANSI class 1 or larger.	Slack end pole ANSI class 3 or larger
Takeoff pole ANSI class 3 or larger, with an angle greater than 45 degrees requires ANSI class 1 or larger.	Slack end pole ANSI class 3 or larger		

2.15.2 For single phase Supply lines, the takeoff and slack end pole shall be classified as follows.

2.15.2.1 Existing takeoff poles where the angle is less than 45 degrees shall be classified as ANSI class 5 or larger.

2.15.2.2 New takeoff poles and existing takeoff poles where the angle is equal to or greater than 45 degrees shall be classified as ANSI class 3 or larger.

2.15.2.3 Existing slack end poles shall be classified as ANSI class 5 or larger. New slack end poles shall be classified as ANSI class 3 or larger.

Takeoff pole with an angle less than 45° ANSI
class 5 or larger (existing)
ANSI class 3 or larger (new)

Slack end pole
ANSI class 5 or larger (existing)
ANSI class 3 or larger (new)

2.16 Pole requirements for main line tap poles with single or three phase Supply lines are as follows. Slack span lines must be perpendicular or near perpendicular from takeoff pole to slack end pole.

2.16.1 For three phase slack span taps of three phase Supply lines, the takeoff pole shall be classified as ANSI class 1 or larger. The slack end pole shall be classified as ANSI class 3 or larger.

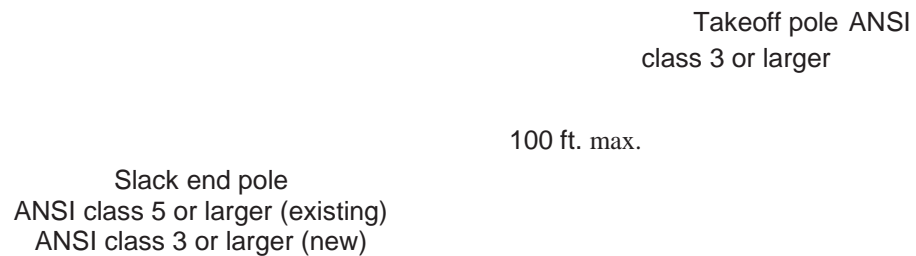
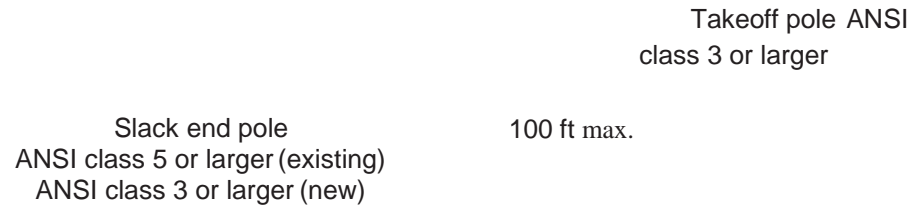
Takeoff pole

ANSI class 1 or larger

100 ft max.

Slack end pole ANSI
class 3 or larger

- 2.16.2 For single phase slack span taps of three phase or single phase Supply lines, the takeoff pole shall be classified as ANSI class 3 or larger. Existing slack end poles shall be classified as ANSI class 5 or larger. New slack end poles shall be classified as ANSI class 3 or larger.



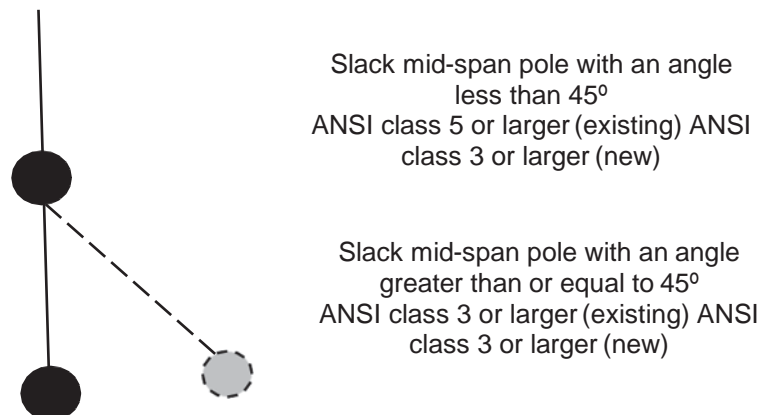
2.17 Pole requirements for mid-span slack poles with single or three phase slack Supply lines are as Follows.

2.17.1 All Supply and Communication lines shall be slack spans.

2.17.2 For single phase Supply lines, the slack mid-span pole shall be classified as follows:

2.17.2.1 Existing poles where the angle is less than 45 degrees shall be classified as ANSI class 5 or larger.

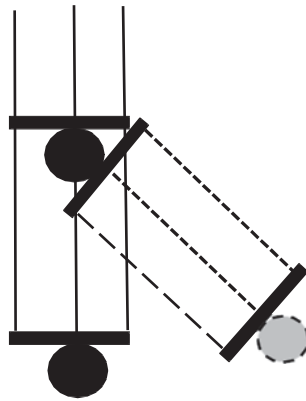
2.17.2.2 New and existing poles where the angle is equal to or greater than 45 degrees shall be classified as ANSI class 3 or larger.



2.17.3 For three phase Supply lines, the slack mid-span pole shall be classified as follows:

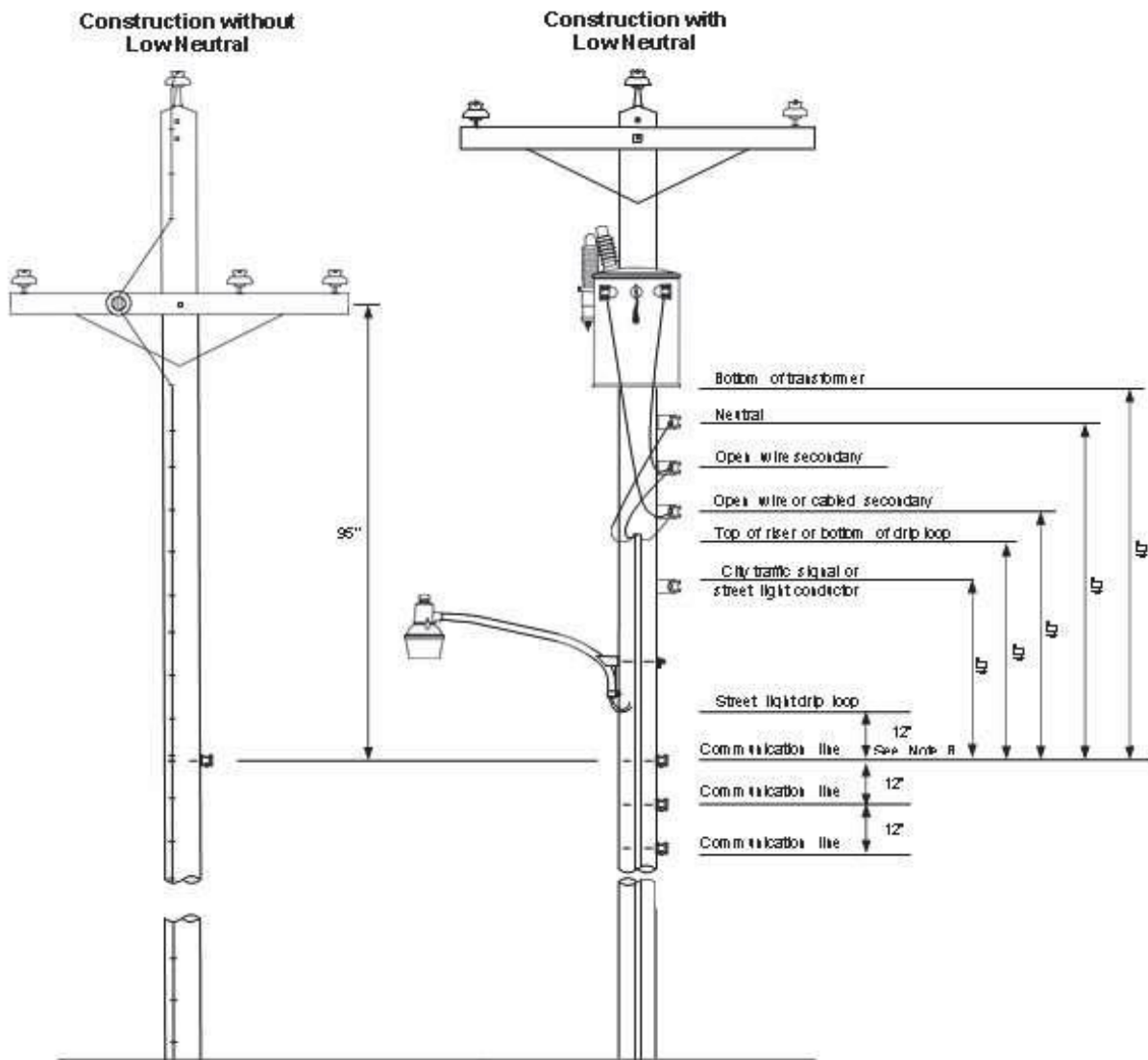
2.17.3.1 Poles with an angle that is less than 45 degrees shall be classified as ANSI class 3 or larger.

2.17.3.2 Poles with an angle that is equal to or greater than 45 degrees shall be classified as ANSI class 1.



Slack mid-span pole with an angle
less than 45°
ANSI class 3 or larger (new)

Slack mid-span pole with an angle
greater than or equal to 45°
ANSI class 1
ANSI class 3 or larger (new)



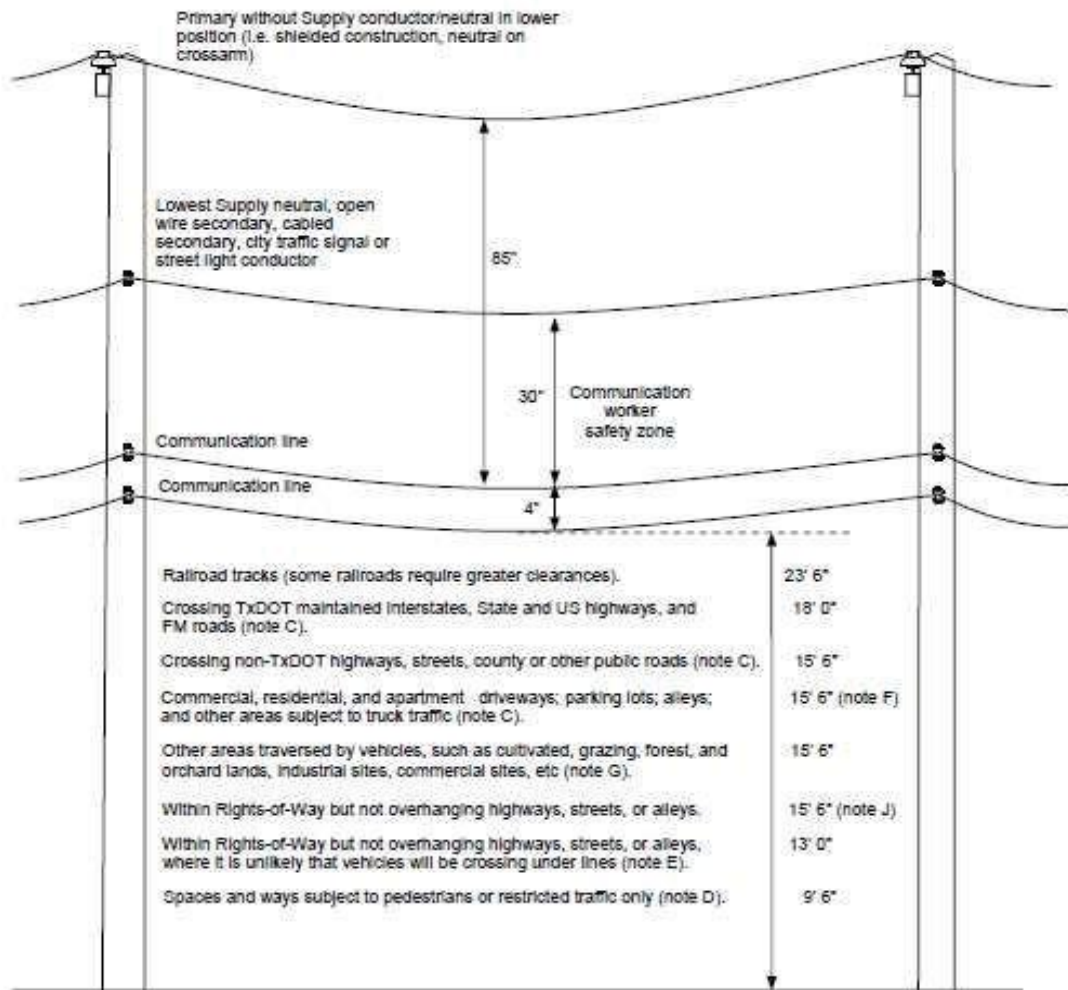
Notes:

- A. Clearances shown are minimum values in accordance with LP&L requirements or the NESC. Additional clearance at the pole may be required to comply with the minimum mid-span clearances defined on ANT-3.
- B. May be reduced to 3" if street light drip loop is entirely covered with a non-metallic covering.



SUPPLY AND COMM.
CLEARANCE AT POLE

DATE: 2/15/2018	REV:
SCALE: NTS	1
DRAWN BY: DD	0
CHG#: ANT-2	
SHEET#	

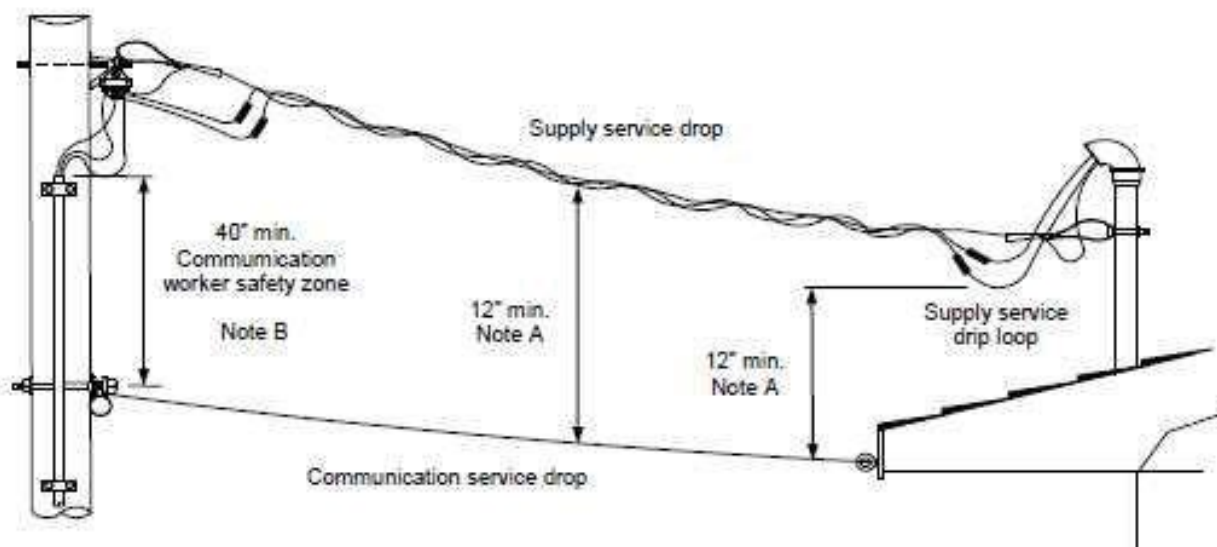


MINIMUM CLEARANCES WITHIN SPAN

DATE:	2/15/2018
SCALE:	NTS
DRAWN BY:	DD
DWGP:	ANT-3
SHEET#	1
REV:	0

Notes:

- A. Clearances shown are minimum values as defined by the NESC anywhere along the span. Clearances shall comply with additional requirements defined by local or corporate jurisdictions.
- B. Vertical clearances shall be maintained under the following conductor temperature and loading conditions whichever produces the largest final sag:
 - 1. 120° F, no wind.
 - 2. The maximum conductor temperature for which the line is designed to operate, if greater than 120° F, no wind.
 - 3. 32° F, no wind with ½" radial thickness of ice.
 - 4. Greater clearances than shown on drawing ANT-2 shall be provided where required by local codes and ordinances or crossing permits issued by other companies or governmental agencies.
- C. Trucks are defined as any vehicle exceeding 8 feet in height. Areas not subject to truck traffic are areas where truck traffic is not normally encountered or reasonably anticipated.
- D. Spaces and ways subject to pedestrians or restricted traffic only are those areas where riders on horseback or other large animals, vehicles or other mobile units exceeding 8 feet in height are prohibited by regulation or permanent terrain configurations or are otherwise not normally encountered or reasonably anticipated.
- E. Where a Supply or Communication line along a road is located relative to fences, ditches, embankments, etc., so that the ground under the line would not be expected to be traveled except by pedestrians, this clearance may be reduced to 9.5 feet for insulated Communication lines.
- F. Where this construction crosses over or runs along driveways, parking lots or alleys not subject to truck traffic, this clearance may be reduced to 15 feet.
- G. When designing a line to accommodate oversized vehicles, these clearance values shall be increased by the difference between the known height of the oversized vehicle and 14 feet.
- H. See drawing ANT-6 for clearance between Supply and Communication service drops.
- I. Where the height of a residential building does not permit its service drops to meet these values, the clearance over residential driveways only may be reduced to 11.5 feet for insulated Communication service drops.
- J. Communication lines may have a clearance of 15 feet where poles are back of curbs or other deterrents to vehicular traffic.



Notes:

- A. Minimum clearance of 12" between Supply and Communication service drops at service entrance and along entire length of the service.
- B. Clearance shall be maintained between lowest of drip loop or top of riser and Communication service drop.



SERVICE DROP CLEARANCES

DATE: 2/15/2018

SCALE: NTS

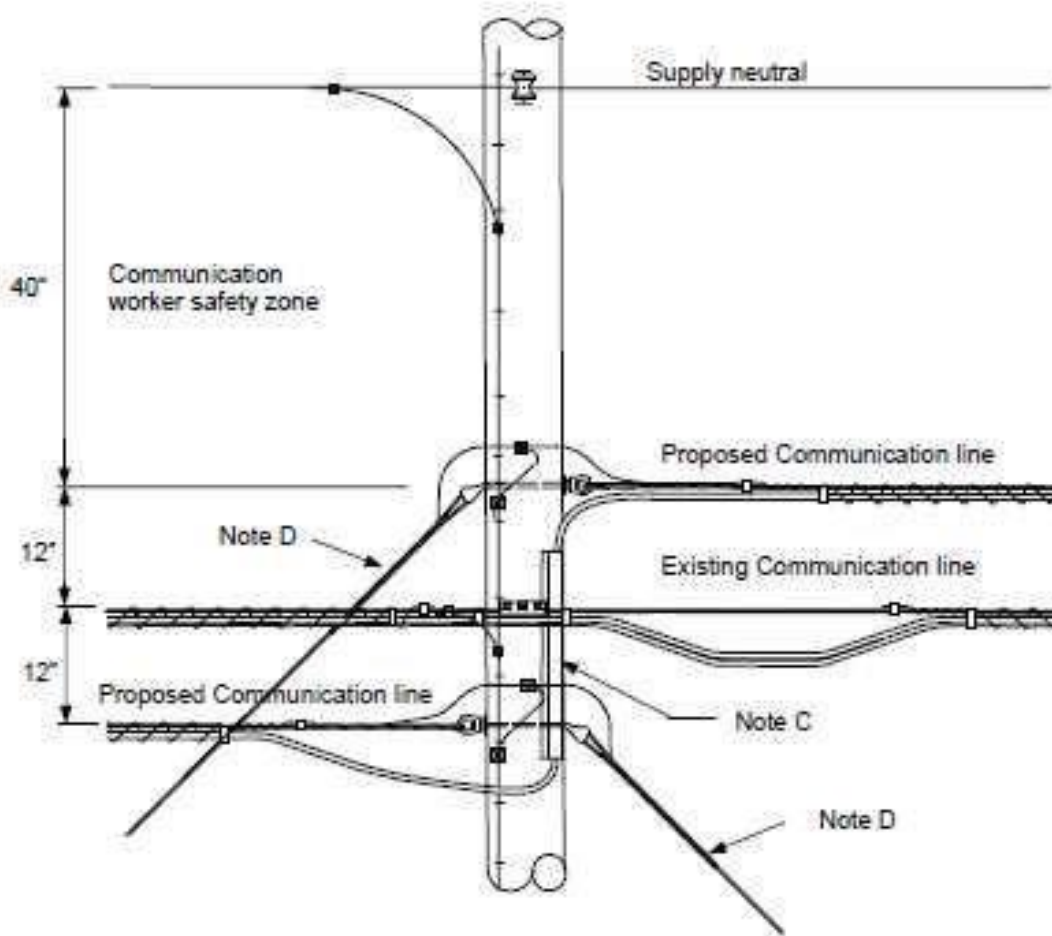
DRAWN BY: DD

DWG#: ANT-6

SHEET#

REV: 0

1



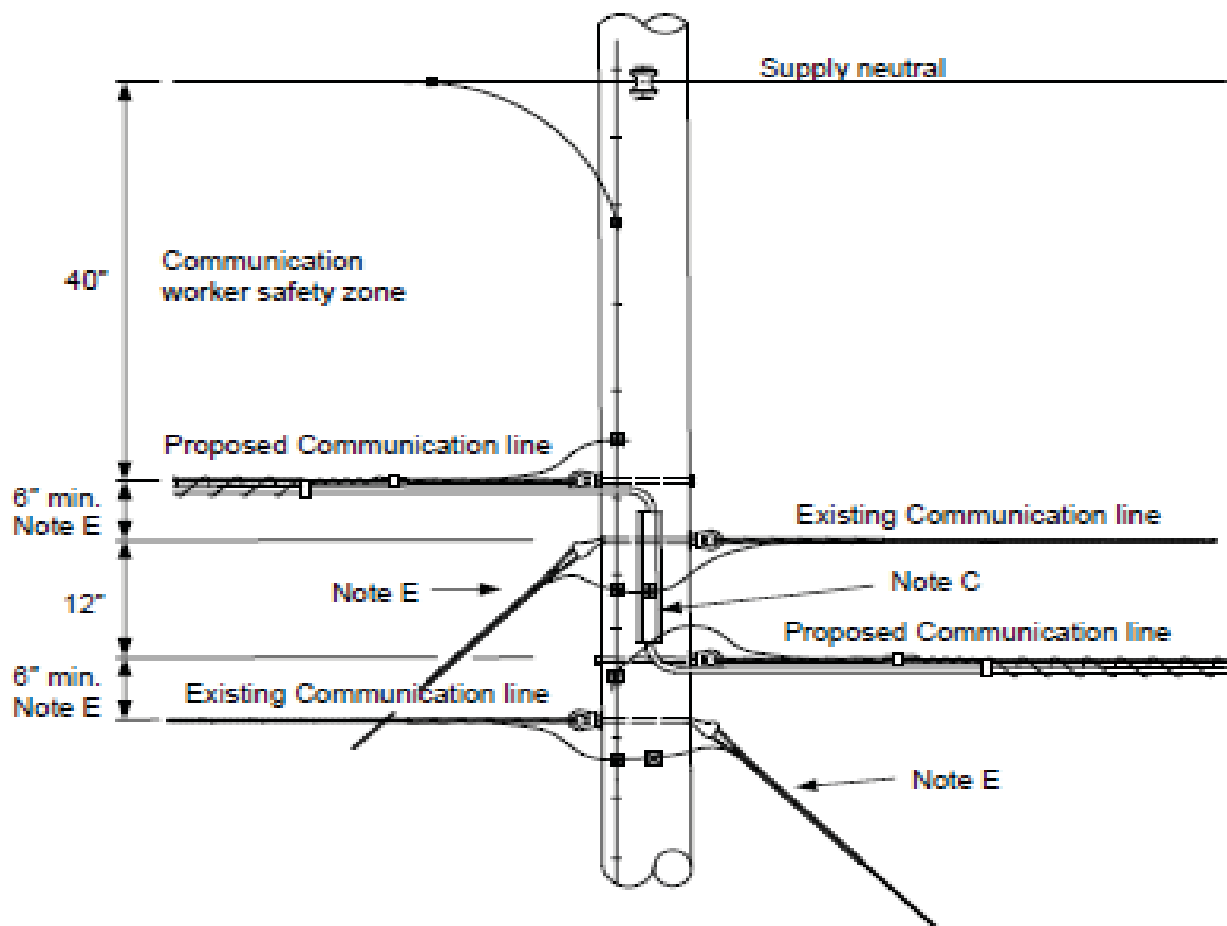
Notes:

- A. This method of making third party attachments is discouraged.
- B. Communication line arrangement shall continue a minimum of 20 spans before additional transition points to avoid excessive guying and congestion.
- C. Vertical communication riser cable(s) must be covered with an approved non-metallic material.
- D. Both bottom and top transition points must be guyed to offset unbalance load. A span guy will be allowed if all clearance requirements are met.
- E. Facilities at both levels of the transition must have identification tagging at the pole.



COMMUNICATION LINE
ON TANGENT POLE

DATE:	2/15/2018
SCALE:	NTS
DRAWN BY:	DD
DWG#:	ANT-7
SHEET#	1
REV:	0



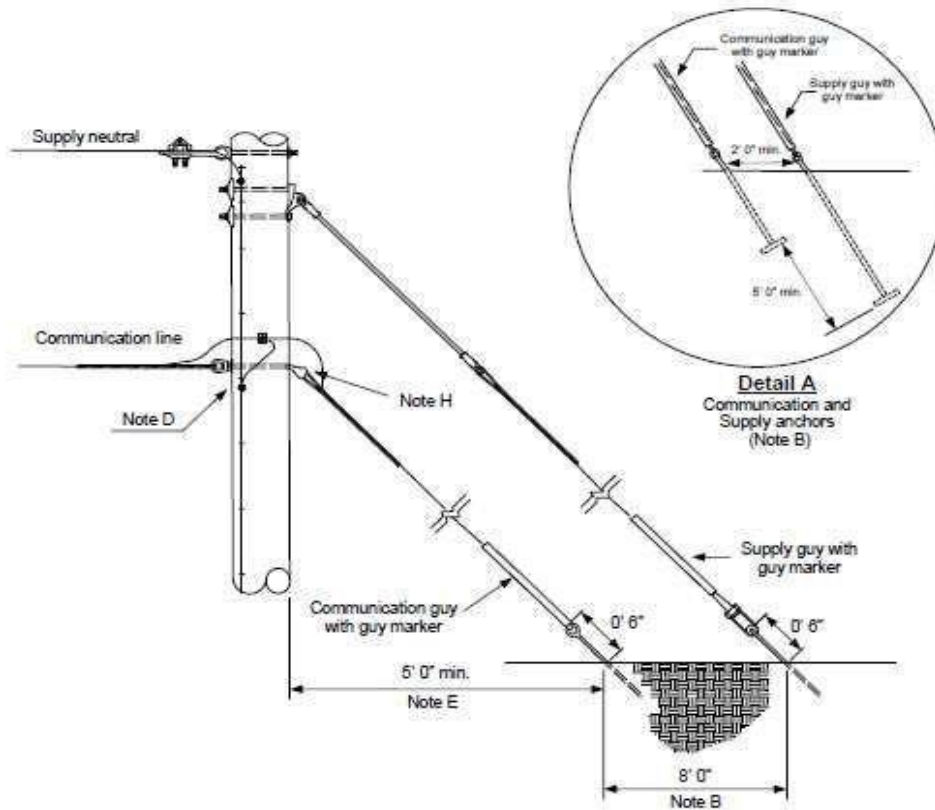
Notes:

- A. This method of making third party attachments is discouraged.
- B. Communication line arrangement shall continue a minimum of 20 spans before additional transition points to avoid excessive guying and congestion.
- C. Vertical communication riser cable(s) must be covered with an approved non-metallic material.
- D. Both bottom and top transition points must be guyed to offset unbalanced load. A span guy will be allowed if all clearance requirements are met.
- E. A minimum 6" vertical clearance shall be maintained between thru bolts.
- F. Facilities at both levels of the transition must have identification tagging at the pole.



COMMUNICATION LINE
ON DEADEND POLE

DATE:	2/15/2018
SCALE:	NTS
DRAWN BY:	DD
DWG#:	ANT-8
SHEET#	1
REV:	0



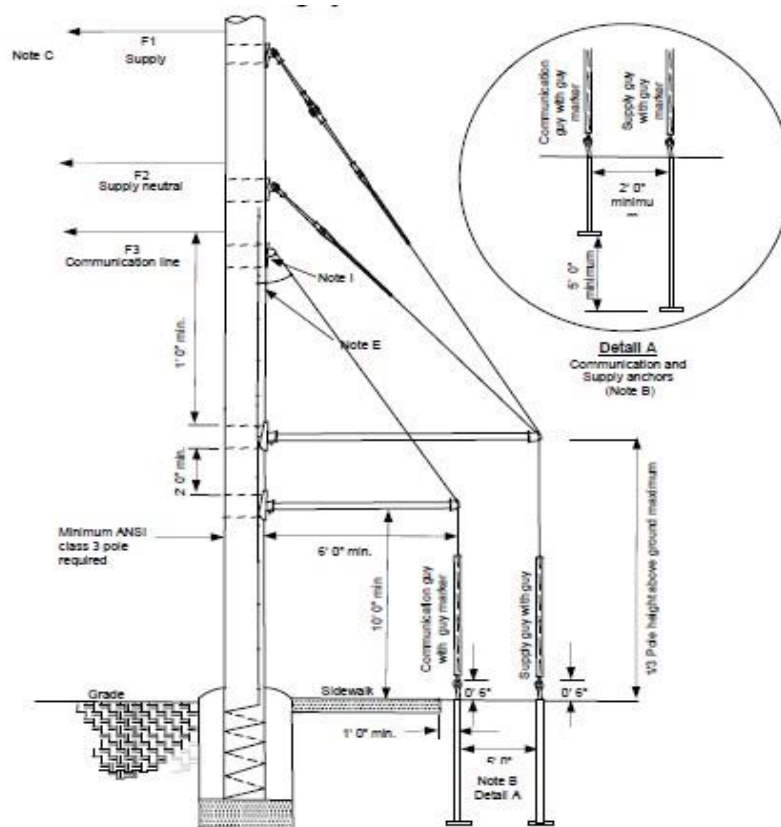
Notes:

- A. Each company (Supply and Communication) shall install independent guys and anchors for their respective facilities. Auxiliary anchor eyes on supply anchor rods shall not be utilized.
- B. Every effort should be made to install anchors with a horizontal spacing of 8 feet. However, a minimum horizontal spacing of 5 feet can be used in situations where the horizontal spacing must be reduced. When 5 feet of horizontal spacing is unavailable, the horizontal spacing may be reduced to 2 feet provided the Supply anchor is installed a minimum of 5 feet vertically beneath the Communication anchor measured in-line with the anchor rod (See Detail A). When the spacing is reduced to 2 feet a new Supply anchor shall be installed at the Communication company expense. The new Supply anchor shall be installed before the Communication anchor.
- C. If agreed to by multiple Communication companies and designed as a system to support the total loads applied, a common Communication guy and/or anchor can be installed. A shared guy and/or anchor can only be used if the points of attachment are no more than 12 inches apart on the pole. The company installing the Communication anchor shall coordinate the design and installation with all parties. The design shall be submitted with the permit application for LP&L approval prior to construction.
- D. Communication messengers and guy wires shall be bonded to the pole ground on every pole. Communication companies shall furnish the necessary #6 SD bare copper or copperweld wire and connectors and shall complete the bonding to the pole ground.
- E. No Communication anchor shall be installed closer than 5 feet from the surface of the pole.
- F. Guy markers shall be installed as required by the NESC.
- G. Anchor rods shall extend a minimum of 6 inches above grade.
- H. The top hole of the guy plate shall be 6 inches from the bottom hole of the mounting hardware supporting the tension load.



**DOWN GUYS
AND ANCHORS**

DATE: 2/15/2018
SCALE: NTS
DRAWN BY: DD
DWG#: ANT-9
SHEET# 1 REV: 0



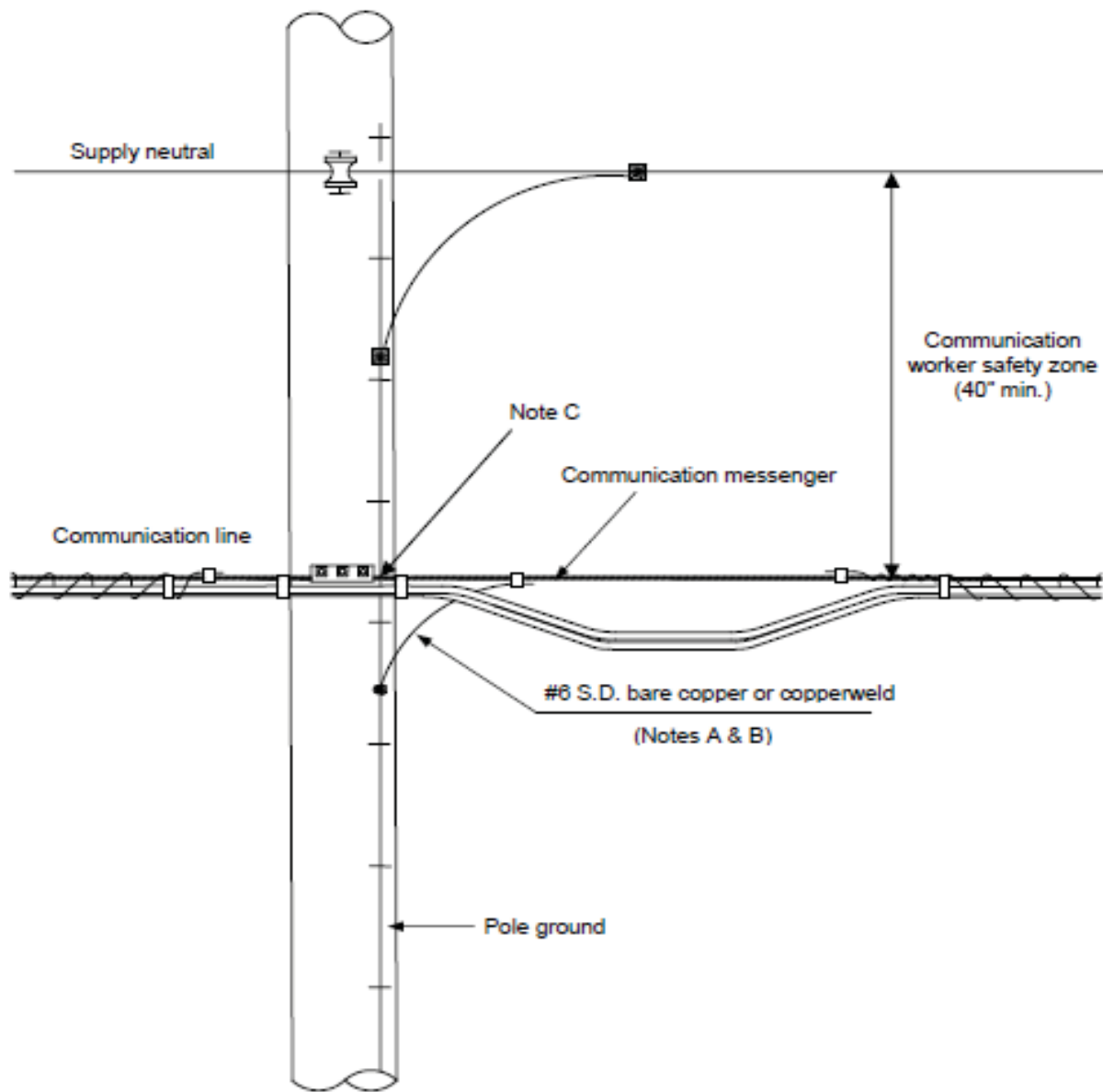
Notes:

- A. Each company (Supply and Communication) shall install independent guys, struts, and anchors for their respective facilities. Auxiliary anchor eyes on supply anchor rods shall not be utilized.
- B. Every effort should be made to install anchors with a horizontal spacing of 5 feet. When 5 feet of horizontal spacing is unavailable, the horizontal spacing may be reduced to 2 feet provided the Supply anchor is installed a minimum of 5 feet vertically beneath the Communication anchor measured in-line with the anchor rod (See Detail A). When the spacing is reduced to 2 feet a new Supply anchor shall be installed at the Communication company expense. The new Supply anchor shall be installed before the Communication anchor.
- C. Total horizontal design load is the sum of all horizontal forces applied ($FT = F1 + F2 + F3$) and shall not exceed 3000 lbs at the NESC loading condition which produces the largest loads.
- D. If agreed by multiple Communication companies and designed as a system to support the total loads applied, a common Communication guy and anchor can be installed. A shared guy and/or anchor can only be used if the points of attachment are no more than 12 inches apart on the pole. In such cases, a common Communication strut, guy, and anchor can be installed provided they are designed specifically for the loads applied. The company installing the Communication anchor shall coordinate the design and installation with all parties. The design shall be submitted with the permit application for LP&L approval prior to construction.
- E. Communication messengers and guy wires shall be bonded to the pole ground on every pole. Communication companies shall furnish the necessary #6 SD bare copper or copperweld wire and connectors and shall complete the bonding to the pole ground.
- F. No Communication anchor shall be installed closer than 6 feet from the surface of the pole.
- G. Guy markers shall be installed as required by the NESC.
- H. Anchor rods shall extend a minimum of 6 inches above grade.
- I. The top hole of the guy plate shall be 6 inches from the bottom hole of the mounting hardware supporting the tension load.



SIDEWALK GUYS AND ANCHORS

DATE:	2/15/2018
SCALE:	NTS
DRAWN BY:	DD
CHK#:	ANT-10
SHEET#	1
REV:	0



Notes:

- A. Communication messengers shall be bonded to the pole ground on every pole.
- B. Communication companies shall furnish the necessary #6 SD bare copper or copperweld wire and connectors and shall complete the bonding to the pole ground.
- C. Minimum clearance of 2" of air or wood between all hardware and ground wire.



COMMUNICATION LINE
GROUNDING

DATE:	2/15/2018
SCALE:	NTS
DRAWN BY:	DD
DWG#:	ANT-11
SHEET#	1
REV:	0

3.0 Communication equipment installed on LP&L poles

3.1 General

- 3.1.1 Communication equipment is defined as anything other than a horizontal or vertical Communication line attachment. Attachment of equipment such as meters, disconnect switches, radios, equipment boxes, or any other equipment is prohibited. Equipment must be installed off-pole on a non-LP&L owned pole, pad, or pedestal. The installation of antennas on LP&L poles is permitted provided specified requirements are met.
- 3.1.2 When equipment is installed on a non-LP&L owned pole, the pole should be installed parallel to the LP&L pole at a minimum of 15 feet from the nearest Supply conductor. As specified by LP&L's Electric Service guideline, if it is possible during the course of work for someone to move to, or place any objects, within 10 feet of an overhead electric distribution line (less than 50 kV) you must first notify LP&L of that electric line, at least be 48 hours in advance of beginning any planned work, and arrange with LP&L for permission to complete the work. It may be required to have lines de-energized, moved, or have other arrangements made.
- 3.1.3 Equipment pads and pedestals shall be a minimum of 5 feet from the edge of an LP&L pole.
- 3.1.4 The design and mounting requirements of antennas shall be approved by LP&L prior to installation.
- 3.1.5 All poles selected for installation of antennas must be approved by LP&L prior to installation.
- 3.1.6 Antennas that comply with LP&L's requirements can be mounted on the top of the pole, mounted in the Supply space below the lowest Supply attachment, or mounted in the Communication space.

3.2 Antenna Radio Frequency

- 3.2.1 As a condition of approval by LP&L, applicants **shall provide an evaluation of proposed wireless installations to prove compliance with FCC guidelines for human exposure to radiofrequency fields (RF)**. Evaluations shall include uncontrolled exposure in the near field and far field regions. Additional evaluations shall be provided whenever the transmitting power of existing equipment is increased.
- 3.2.2 When required, 2 RF warning signs shall be installed. One sign shall be installed near the equipment at the level where the safe approach distance ends for FCC General Population/Uncontrolled power levels. The second sign shall be installed near the base of the pole. This sign shall read, "Warning Antenna Approach Distance Is XX Feet". The sign shall include the antenna owner's name and phone number.
- 3.2.3 Means shall be provided to safely disconnect equipment in order to limit RF exposure defined by FCC OET Bulletin 65 where RF evaluations exceed the limits for uncontrolled exposure. The equipment/antenna power source shall have a lockable disconnect installed to allow the antenna to be de-energized before work can be performed within the area designated by the RF warning signs.

3.3 Electric Service and Power Cable

- 3.3.1 On distribution poles served by overhead lines, electric service can be obtained by connecting to an overhead secondary or transformer mounted to the pole. Electric service cannot be obtained from the street light photo cell on distribution poles that have a street light installed. Electric service must be obtained from the Supply line on the distribution pole associated with the antenna and cannot be obtained from an alternative source.
- 3.3.2 Electric service will be provided in accordance with LP&L's Electric Service Guideline (ESG).
- 3.3.3 Power and Communication cable assemblies attached on bracket arms shall be installed inside the arm.
- 3.3.4 Power conductors shall be insulated with a jacket enclosing the entire cable assembly.
- 3.3.5 The entire length of the power cable assemblies mounted on a pole shall be enclosed in Schedule 80 PVC conduit. Conduit diameter shall not exceed 2 inches. The conduit shall be attached to the pole every 5 feet.
- 3.3.6 Antennas shall not contain or be connected to back-up batteries.

3.4 Antenna Installation

- 3.4.1 Antennas shall not be installed on a pole that is required to meet NESC Grade B construction requirements. As defined by the NESC, these poles are required when a line crosses a limited access highway, navigable waterway, or railroad.
- 3.4.2 Antennas shall only be installed on poles located in the public right-of-way which are bucket truck accessible.
- 3.4.3 Only one (1) antenna attachment shall be installed per pole.
- 3.4.4 A pole where an antenna is to be installed shall be classified as ANSI class 3 or larger.
- 3.4.5 Antennas shall only be installed on primary tangent poles, secondary poles, and service poles which do not have Supply equipment installed (i.e. multiple transformers, capacitors, risers, switches, sectionalizers, regulators, AMS routers and collectors, distribution automation transceivers, etc.). Antennas can be installed on poles which have a single transformer installed. Antennas shall not be installed on poles with multiple overhead service drops.
- 3.4.6 Antennas can be mounted on the top of primary poles when the pole top is not being used by LP&L or would not be in use if the pole were replaced in accordance with LP&L's current Standards.
- 3.4.7 Antennas can be mounted on span guy poles that support only overhead guys and down guys.
- 3.4.8 Antennas may be installed on a pole that is located at least 200 feet from an LP&L AMS router, collector, or Distribution Automation transceiver.

- 3.4.9 Antennas shall not be attached to LP&L devices, equipment, or brackets.
 - 3.4.10 Antennas can be installed on distribution poles containing street lights, where distribution poles are defined as poles which have electrical distribution conductors attached.
 - 3.4.11 Antenna mounting brackets shall be attached to the pole with a minimum of two (2) thru bolts.
 - 3.4.12 Antenna mounting bracket arms shall not exceed 36" in length. The maximum moment resulting from an antenna mounted on a bracket arm shall not to exceed 300 ft. lbs. When the antenna weight does not exceed 15 pounds, a 4 foot bracket arm may be used.
 - 3.4.13 Rod type pole top antennas can be mounted to the side of the pole. Other types of pole top antennas must be mounted directly over the top of the pole.
 - 3.4.14 When an antenna is mounted in a pole top configuration the height of an existing pole shall be increased to allow a minimum of 5 feet between the bottom of the power drip loop or top of conduit (whichever is lower) and the top Supply conductor. The pole height plus the height of antenna shall not cause the structure height to equal or exceed 60 feet above ground.
- 3.5 Cable Bonding
- 3.5.1 Licensee's messenger cable shall be bonded according to NESC rule 92C1, as a minimum, or at every Pole with a vertical ground, as determined by the Utility. If no ground exists on a Pole to be bonded, Licensee shall install a Pole ground in accordance with the attached detail drawing. Ground wires may be attached directly to pole

4.1 Tagging for Communication lines and equipment

- 4.2** To facilitate identification of attachments to LP&L poles, tags shall be installed on all communication line and equipment attachments at the time of installation. These requirements will assist in identifying and contacting the attachment owner as needed.
- 4.3** Each tag shall include the attachment owner's name or generally recognized company logo. The tag shall also include a contact telephone number.
- 4.4** Missing tags should be replaced as soon as possible.
- 4.5** Tags must be replaced when the company name and/or contact telephone number are no longer legible from the ground.
- 4.6** Tags for communication lines shall be installed at the following locations:
 - 4.6.1 The starting and dead-end poles of all attached facilities.
 - 4.6.2 The beginning of all lateral taps.
 - 4.6.3 All overhead to underground transitions.
 - 4.6.4 All roadway crossings.
 - 4.6.5 A minimum of every third pole.
- 4.7** The attaching company may choose the method, color, material (non-metal), construction and dimensions of the tag as long as the following requirements are met:
 - 4.7.1 Tags to remain permanently affixed to the attaching company's facilities.
 - 4.7.2 Color and text must be designed to last a minimum of 5 years.
 - 4.7.3 The company name and contact number must be easily readable and visible from the ground. A minimum of ½ inch high lettering is required.
 - 4.7.4 Tags should be consistent in appearance for a given company throughout LP&L service territory.

APPENDIX E—DISTRIBUTION LINE MINIMUM DESIGN REVIEW INFORMATION AND SUGGESTED WORKSHEET

The following guidelines are provided, and corresponding information must be submitted with each Permit application for Wireless Installations on Utility's system. Utility may direct that certain Wireless Installations do not require the submittal of Design Review Information. These Wireless Installations are noted at the end of this section.

Each Permit application must include a report from a professional engineer registered to practice in the State of Texas, and experienced in electric utility system design, or a Utility-approved employee or contractor of Licensee. This report must clearly identify the proposed construction and must verify that the Wireless Installations proposed will maintain Utility's compliance with NESC Class C construction for the loading district as outlined in the NESC Section 25.

Utility may or may not require that all of the following information be submitted at the time of the Permit application. The applicant shall have performed all required calculations and be ready to provide the detailed information below within fifteen (15) calendar days of notice. Applicant shall keep copies of the engineering data available for a period of twenty (20) years.

In determining compliance, the following minimum conditions shall be used in the calculations for pole strength:

1. All single-phase lines shall be assumed to have been reconductored to [code name] _____ [e.g., 4/0 AWG ACSR, code name Penguin] conductor for both phase and neutral. [If the Utility standard size conductor is larger, enter the larger size here.] If a larger conductor size exists, the larger size shall be used in the calculations.
2. All three-phase lines shall be assumed to have been to [code name] _____ (e.g., 4/0 AWG ACSR, code name Penguin) conductor for three (3) phases and neutral. [If the Utility standard size conductor is larger, enter the larger size here.] If existing conductors are larger than 4/0 AWG ACSR, the larger size shall be used in the calculations.
3. All pole lines shall assume a secondary/service conductor, installed from pole to pole, of #4/0 AWG triplex cable, with an ACSR messenger.
4. For pole strength calculations, all poles shall be as they actually exist, or be considered Class 4 for calculations.

5. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching pole users for line angles, *i.e.*, pole should be viewed as being void of other cables, conductors, wires or guys and considering only the applicant's wires/cables for guying calculations.
6. Points of attachment shall be as they actually exist on the poles.

Licensee shall comply with any NESC and/or Utility safety factors, whichever is more conservative, in their designs. The engineer for the Permit applicant shall provide for each application the following confirmations:

Required permits that have been obtained (insert n/a if not applicable):

- _____ (y/n) U.S. Corp of Engineers.
- _____ (y/n) Highway—state, county, city.
- _____ (y/n) Railroad.
- _____ (y/n) Local zoning boards, town boards, etc.
- _____ (y/n) Joint use permits, if required.
- _____ (y/n) Notified other pole users of contacts or crossings.

Confirm that you have:

- _____ (y/n) Obtained appropriate franchise(s).
- _____ (y/n) Obtained pole/anchor easements from land owners.
- _____ (y/n) Obtained crossing and overhang permits.
- _____ (y/n) Obtained permit to survey R/W.
- _____ (y/n) Completed State of Texas Department of Transportation requirements.
- _____ (y/n) Placed permit number on plans.
- _____ (y/n) Complied with underground facility location requirements.
- _____ (y/n) Included sag/tension data on proposed cable.

Calculations are based upon the latest edition of the NESC and the latest editions of the requirements of the State of Texas.

It is Licensee's responsibility to obtain all necessary permits and provide the Utility with a copy of each.

The Engineer for the Permit applicant shall provide for each Pole(s) the following information:

Project ID _____

Pole number _____ [if pole tag missing, contact Utility]

Pole class _____ [existing—*i.e.*, 4, 3, 2...]

Pole size _____ [existing—*i.e.*, 35, 40...]

Pole type _____ [Southern Yellow Pine, Douglas Fir...]

Pole fore span _____ [feet]

Pole fore span direction _____ [degrees from Magnetic North]

Pole back span _____ [feet]

Pole back span direction _____ [degrees from Magnetic North]

Calculated bending
moment at ground level _____ [ft-lbs]

Existing:

Power phase condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power neutral condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power sec condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power Service #1 _____ qty of _____ dia @ _____ ft above ground line

Power Service #2 _____ qty of _____ dia @ _____ ft above ground line

Power Service #3 _____ qty of _____ dia @ _____ ft above ground line

Telco #1 cables _____ qty of _____ dia @ _____ ft above ground line

CATV #2 cables _____ qty of _____ dia @ _____ ft above ground line

User #3 cables _____ qty of _____ dia @ _____ ft above ground line

User #4 cables _____ qty of _____ dia @ _____ ft above ground line

User #5 cables _____ qty of _____ dia @ _____ ft above ground line

User #6 cables _____ qty of _____ dia @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground

Equipment #2 type _____ qty of _____ size @ _____ ft above ground

Proposed:

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

AGL = Above Ground Level

The minimum vertical clearance under all loading conditions measured from the proposed cable to ground level on each conductor span shall be stated above. Variations in topography resulting in ground elevation changes shall be considered when stating the minimum vertical clearance within a given span.

Calculated pole bending moment at ground level: _____ [ft-lbs]

Pole breaking bending moment at ground level: _____ [ft-lbs]

Calculated transverse safety factor: _____ [ratio should be greater than 1.00]

Proposed loading data [provide similar data for each cable proposed]:

A. Weight data (cable and messenger)—

1. Vertical weight, bare = _____ [# /ft]

B. Tension data (final tensions on messenger)—

1. NESC maximum load for area of construction: _____ [lbs]

2. 60° F, NO wind: _____ [lbs]

Permit applicant's engineer shall provide for each transverse guy, or dead-end to which guys and/or anchors are attached, the following information:

Pole number _____

Calculated cable messenger tension under
NESC maximum loading conditions _____ [lbs]

If connection is:

A dead end, is it a single or double? _____ [S, D]

A change in tension, what is change? _____ [lbs]

A line angle, what is angle change? _____ [degrees]

What is tension change at angle? _____ [lbs]

For each dead-end:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each change in tension:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each line angle:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each anchor:

Anchor distance to nearest anchor _____ [feet]

Calculated anchor tension _____ [lbs]

Rated anchor strength _____ [lbs]

Soil composition _____ [sandy, loam, clay, rock]

APPENDIX F—FIELD DATA SUMMARY SHEET INSTRUCTIONS

<u>Column</u>	<u>Instructions</u>
Utility Pole Number	If a Pole stencil is not in place, it may be left for Utility if the accompanying sketch is adequate to determine the Location.
Licensee's Plan Sheet Pole Number	This must correspond with the plan sheet or Pole Sketch Pole identification number.
Pole Height and Class	List the present Pole height and class and list the proposed Pole height and class if it is necessary for Utility to replace the Pole for clearance, etc.
Guy Attachments.....	All unbalanced loading on Poles must be guyed. Attachments to Utility's anchors will not be allowed.
Attachment Height.....	Licensee's attachment height above ground level. List guy lead in feet.
Inches Below Utility	The number of inches Licensee is to be attached below Utility while maintaining clearance as required in the Agreement.
Span Length.....	List the back span length for each attachment.
Inches Sag	List the messenger sag for the design listed on the cover sheet at 60 degrees Fahrenheit.
Ground Clearance.....	List the ground clearance at the low point of the back span. Must not be less than NESC requirements.