

STATE OF TEXAS §

COUNTY OF LUBBOCK §

**WIRELESS ADDENDUM
TO POLE ATTACHMENT LICENSE AGREEMENT**

This Addendum to the Pole Attachment License Agreement (the “Agreement”) for the purpose of permitting the installation, ownership, lease, and/or operation of Wireless Installations on or supported by Lubbock Power & Light Poles in accordance with the further terms hereof (the “Wireless Addendum”) is made and entered into on this the ___ day of _____, 20__, (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. Whereas, Licensee is a signatory to a Pole Attachment License Agreement dated _____, 20__, and desires to install, own, lease, and/or operate Wireless Installations on or supported by Poles owned by LP&L in accordance with the terms of this Wireless Addendum and the Agreement, as they may be amended from time to time; and
- B. Whereas LP&L is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement, installation, operation, or use of Licensee’s Wireless Installations in specified locations, including Neutral Space of such Poles and Mid-span installations supported by a Messenger cable attached to two Poles, each subject to the further requirements of this Wireless Addendum and the Agreement, 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

- 1.1 Except as provided herein, capitalized terms in this Wireless Addendum shall have the meanings as provided in the Agreement.

- 1.2 **Permitted Wireless Installation Space:** means locations for Wireless Installations LP&L has specified in a Permit limited to (a) on Poles, other than within the Communications Space, Electrical Space or Supple Space, or Neutral Space of such Poles; or (b) 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.
- 1.3 **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.
- 1.4 **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.
- 1.5 **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.
- 1.6 **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.
- 1.7 **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 Addendum

2.1 Grant of License. Subject to the provisions of (a) the Agreement, and (b) this Wireless Addendum, 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 Addendum and the Agreement, as they may be amended from time to time.

2.1.1 Agreement Continues to Apply. Except where specifically modified herein, the terms, conditions, procedures, duties, and liabilities of the Agreement continue to apply to Licensee and LP&L both with respect to Attachments and to Wireless Installations.

2.1.2 Wireless Installations, Permit Requirements, Unauthorized Wireless Installations. 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 the Permitted Wireless Installation Space, or otherwise in violation of the Agreement or this Wireless Addendum, 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 "A" 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 Agreement.

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 the Agreement and this Wireless Addendum 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 of the Agreement and Wireless Installation Standards 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. Nothing in this Wireless Addendum or the 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 Addendum or the 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 the Agreement, this Wireless Addendum, nor any Permit granted under the Agreement shall constitute an assignment of any of LP&L's rights to Utility Facilities. Notwithstanding anything in the Agreement or this Wireless Addendum, 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 Addendum or the Agreement, including for the purpose of installing, owning, leasing, licensing, using, or operating permitted Wireless Installations. After the execution of this Wireless Addendum, 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 Addendum 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 the Agreement and this Wireless Addendum 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 Addendum and the Agreement.

- 2.8 No Rights after Termination.** Nothing in this Wireless Addendum or the Agreement shall be construed to require LP&L to allow Licensee to use any Pole after the termination of the Agreement or this Wireless Addendum.

Article 3—Fees and Charges

3.1 Wireless Installation Fees.

3.1.1 Pursuant to this Wireless Addendum and the incorporated Agreement, LP&L shall access, and Licensee shall pay, in addition to any compensation required for Attachments and other fees or charges under the Agreement, fees and charges for the privilege of installing, owning, leasing, using, or operating Wireless Installations on Poles on a per-Wireless Installation basis. Licensee shall be subject to the annual Wireless Installation Fee and applicable Application Fees as provided in Appendix A of the Agreement.

3.1.2 Licensee shall pay all assessed Wireless Installation Fees in full within thirty (30) days of Licensee's receipt of a statement from LP&L.

3.1.3 Licensee's failure to pay timely all statements from LP&L for Wireless Installation Fees shall constitute a breach of this Wireless Addendum and the Agreement.

- 3.2 Penalties for Unauthorized Wireless Installations.** In the event that Licensee, its agents, or its contractors installs, owns, leases, licenses, uses, or operates one or more Unauthorized Wireless Installations, Licensee shall pay LP&L the sum of \$500 per month for each Unauthorized Wireless Installation, in addition to any costs or expenses required of Licensee under this Wireless Addendum or the Agreement to apply for a Permit for the Wireless Installation. If Licensee either does not apply for a Permit for the Wireless Installation within ten (10) business days of notice that it has installed an Unauthorized Wireless Installation, or if Licensee does not obtain a permit within forty-five (45) days of notice, the Wireless Installation shall be removed in accordance with the Agreement as Licensee's expense.

Article 4—Private and Regulatory Compliance

- 4.1 Necessary Authorizations.** Licensee shall be responsible for obtaining from the appropriate public or private authority or other appropriate persons any required authorization to construct, operate, or maintain its Communication Facilities or Wireless Installations on public or private property before it occupies any portion of LP&L’s Poles. Licensee must provide LP&L, as required by the Agreement, a copy of a license, franchise, certificate of authority, or other authorization that grants Licensee access to municipal rights-of-way for the purpose of installing Communications Facilities or Wireless Installations, as applicable. With regard to access to public or private property, other than municipal rights-of-way, Licensee shall provide LP&L upon request with evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee’s obligations under this Section 4 include, but are not limited to, its obligation to obtain all necessary approvals to occupy public or private rights-of-way and to pay all costs associated therewith, and to maintain such approvals for the term of the Permit.
- 4.2 Lawful Purpose and Use.** Licensee’s Communications Facilities and Wireless Installations must at all times serve a lawful purpose, and the use of such facilities must comply with all applicable federal, state, and local laws. The use of Attachments or Wireless Installations for any illegal or unauthorized purpose shall constitute a breach of this Wireless Addendum and the Agreement.
- 4.3 Forfeiture of LP&L’s Rights.** Any Permit, which on its face covers a Wireless Installation that would result in forfeiture or diminution of LP&L’s rights (as determined by any order, decision, action, or ruling by a court or other governmental authority of competent jurisdiction), shall be deemed invalid as of the installation date of the Wireless Installation referenced by such order, decision, action, or ruling. Further, if any of Licensee’s existing Communications Facilities or Wireless Installations, whether installed pursuant to a valid Permit or not, would cause such forfeiture or diminution (as determined by any order, decision, action, or ruling by a court or other governmental authority of competent jurisdiction), Licensee shall promptly remove its Communications Facilities or Wireless Installations after the expiration of forty-five (45) calendar days from LP&L’s issuance of the written notice.

Article 5—Liability and Indemnification

- 5.1 Liability.** In addition to the liability provisions of the Agreement, Article 16.1 thereof, LP&L reserves to itself the right to maintain and operate its Pole system in such manner as will best enable it to fulfill its service requirements. AS A MATERIAL PART OF THE CONSIDERATION OF THIS WIRELESS ADDENDUM, LICENSEE TAKES AND ACCEPTS LP&L POLES “AS IS” IN THE CONDITION IN WHICH LICENSEE FIND

THE LP&L POLES, WITH ANY AND ALL LATENT AND PATENT DEFECTS AND WITH NO EXPRESS OR IMPLIED WARRANTIES BY LP&L OF MERCHANTABILITY, FITNESS, SUITABILITY, OR THAT THE POLES ARE FIT FOR ANY PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE CONDITION OF THE LP&L POLES, BUT IS RELYING UPON ITS OWN EXAMINATION OF THE LP&L POLES. LP&L shall NOT be liable to Licensee, its customers, or anyone else for any interruption to service associated with any Wireless Installations or any interference with the operation of Licensee's Facilities, except where caused by LP&L's negligence or willful misconduct. With the exception of third-party claims subject to Section 5.2, neither Party shall be liable to the other party for any indirect, special, incidental, or consequential damages suffered by the other Party such as, but not limited to, loss of any anticipated profits, claims of customers, loss of revenue, loss of use of Licensee's Facilities, Wireless Installations, or system, cost of capital, increased expenses or operation of other facilities, or cost of replacement equipment, facilities or power.

5.2 Indemnification. LICENSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS, LP&L AND ITS OFFICIALS, OFFICERS, BOARD MEMBERS, COUNCIL MEMBERS, COMMISSIONERS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND CONTACTORS (EACH AN "INDEMNITEE," AND COLLECTIVELY, THE "INDEMNITEES") AGAINST ANY AND ALL LIABILITY, COSTS, DAMAGES (INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES), FINES, TAXES, SPECIAL CHARGES BY OTHERS, PENALTIES, PAYMENTS (INCLUDING PAYMENTS MADE BY INDEMNITEES UNDER ANY WORKERS' COMPENSATION LAWS OR UNDER ANY PLAN FOR EMPLOYEES' DISABILITY AND DEATH BENEFITS), AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES OF INDEMNITEES AND ALL OTHER COSTS AND EXPENSES OF LITIGATION) OF EVERY KIND OR CHARACTER ARISING FROM THE PERFORMANCE OF THIS WIRELESS ADDENDUM OR THE AGREEMENT, INCLUDING 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 LICENSEE'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS OF LICENSEE'S ATTACHMENTS, COMMUNICATION FACILITIES, AND WIRELESS INSTALLATIONS, THE COMMUNICATIONS FACILITIES OR WIRELESS INSTALLATIONS OF ANY OTHER ATTACHING ENTITY, OR LP&L FACILITIES ("ADDITIONAL COVERED CLAIMS"). LICENSEE'S INDEMNIFICATION OBLIGATIONS FOR ADDITIONAL COVERED CLAIMS SHALL APPLY IRRESPECTIVE OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF INDEMNITEES, EXCEPT TO THE EXTENT THAT LP&L'S NEGLIGENCE OR WILLFUL MISCONDUCT GIVES RISE TO SUCH

ADDITIONAL COVERED CLAIMS, IN WHICH CASE IT IS EXPRESSLY AGREED THAT LICENSEE'S OBLIGATIONS OF INDEMNITY UNDER THIS SECTION 5.2 SHALL BE EFFECTIVE ONLY TO THE EXTENT OF ITS PRO RATA SHARE OF LIABILITY. ADDITIONAL COVERED CLAIMS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- 5.2.1** CLAIMS RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT, LIBEL AND SLANDER, AND CLAIMS OR RANSOM DEMANDS RESULTING FROM MALICIOUS CYBERSECURITY BREACHES OR CYBER-ATTACKS PERPETRATED AGAINST LP&L'S INTERNAL COMPUTER NETWORKS, SYSTEMS, GATEWAYS, OR SOFTWARE APPLICATIONS ARISING FROM, RESULTING FROM, OR RELATED TO LICENSEE'S ONLINE ACCESS TO LP&L'S ELECTRONIC SYSTEMS, DATABASES, APPLICATIONS, OR SOFTWARE UTILIZED BY LICENSEE IN THE MAKE-READY ENGINEERING DESIGN PROCESS, THE INSTALLATION OF ATTACHMENTS OR WIRELESS INSTALLATIONS, OR THE CONSTRUCTION OF LICENSEE'S COMMUNICATION FACILITIES OR WIRELESS INSTALLATIONS;
- 5.2.2** CLAIMS ASSOCIATED WITH 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 COMMUNICATIONS FACILITIES, WIRELESS INSTALLATIONS, OR LP&L FACILITIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE POLE ATTACHMENT STANDARDS AS OUTLINED IN THE AGREEMENT;
- 5.2.3** CLAIMS FOR DAMAGE TO OR DESTRUCTION OF COMMUNICATION FACILITIES OF ANY OTHER ATTACHING ENTITY, THE WIRELESS INSTALLATIONS OF OTHER PERSONS, LP&L FACILITIES, PRIVATE PROPERTY OF ANY THIRD-PARTY, OR INJURY TO OR DEATH OF ANY PERSON OR PERSONS THAT ARISE OUT OF OR ARE CAUSED BY THE ERECTION, INSTALLATION, MAINTENANCE, PRESENCE, OPERATION, USE, REARRANGEMENT, OR REMOVAL OF OR FROM LP&L POLES OF LICENSEE'S ATTACHMENTS, LICENSEE'S FACILITIES, OR LICENSEE'S WIRELESS INSTALLATIONS, OR THE PROXIMITY OF LICENSEE'S FACILITIES OR WIRELESS INSTALLATIONS TO LP&L FACILITIES, BY ANY ACT, OMISSION, OR NEGLIGENCE OR LICENSEE OR ITS CONTRACTORS, AGENTS AND EMPLOYEES ON OR IN THE VICINITY OF LP&L FACILITIES;

- 5.2.4 LIABILITIES INCURRED AS A RESULT OF LICENSEE'S VIOLATION, OR A VIOLATION BY LICENSEE'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS, OF ANY LAW, RULE, OR REGULATION OF THE UNITED STATES, THE STATE OF TEXAS, OR ANY OTHER GOVERNMENTAL ENTITY OR ADMINISTRATIVE AGENCY;
- 5.2.5 CLAIMS OF ANY GOVERNMENTAL BODIES, PROPERTY OWNERS, OR OTHERS ALLEGING THAT LICENSEE DOES NOT HAVE SUFFICIENT RIGHT OR AUTHORITY FOR PLACING AND MAINTAINING LICENSEE'S FACILITIES OR WIRELESS INSTALLATIONS AT THE LOCATIONS OF POLES OWNED BY LP&L;
- 5.2.6 CLAIMS FOR TAXES OR SPECIAL CHARGES BY OTHER THAT ARISE DIRECTLY OR INDIRECTLY FROM THE CONSTRUCTION, MAINTENANCE, OR OPERATION OF LICENSEE'S FACILITIES OR WIRELESS INSTALLATIONS AND ARE PAYABLE BY LICENSEE PURSUANT TO FEDERAL, STATE, OR LOCAL REGULATIONS, STATUTE, OR OTHER REQUIREMENT;
- 5.2.7 CLAIMS CAUSED BY OR RELATING IN ANY MANNER TO A BREACH OF THIS WIRELESS ADDENDUM OR THE AGREEMENT BY LICENSEE OR ITS AGENTS AND EMPLOYEES OR BY LICENSEE'S CONTRACTORS;
- 5.2.8 CLAIMS ARISING FROM OR DUE TO ENVIRONMENTAL CONDITIONS ARISING FROM LICENSEE'S USE, STORAGE, MAINTENANCE, DISPOSAL, OR RELEASE OF ANY HAZARDOUS SUBSTANCE ON, UNDER, ADJACENT, OR PROXIMATE TO LP&L FACILITIES.

5.3 Procedure for Indemnification.

- 5.3.1 Indemnatee shall give prompt notice to Licensee of any claim or threatened claim wherein Indemnatee is seeking indemnification pursuant to Section 5.2, specifying the alleged factual basis for such claim and the amount of the claim. If the claim related to an action, suit, or proceeding filed by a third-party against Indemnatee, Indemnatee shall give the written notice to Licensee no later than ten (10) calendar days after Indemnatee received written notice of the action, suit, or proceeding.
- 5.3.2 Indemnatee's failure to give the required notice will not relieve Licensee of its obligation to indemnify Indemnatee unless and to the extent Licensee is materially prejudiced by such failure.

5.4 Environmental Hazards. Licensee represents and warrants that its use of LP&L's Poles will not generate Hazardous Substances, that it will not store or dispose of Hazardous Substances on or about LP&L's Poles, that it will not transport to LP&L's Poles any Hazardous Substances, and that Licensee's Communications Facilities do not constitute or

contain and will not generate any Hazardous Substances, including any such activities in violation of federal, state, or local law now or hereafter in effect, including any amendments. The term “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 substances, or other similar term 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 a breakage, leakage, incineration, or other disaster, its Communications Facilities and Wireless Installations will not release such Hazardous Substances.

5.5 Municipal Liability Limits. No provision of this Wireless Addendum or the Agreement is intended or shall be construed to be a waiver for any purpose by LP&L of any applicable State limits on municipal liability.

5.6 No Limitation. No indemnification provision contained in this Wireless Addendum or the Agreement under which Licensee indemnifies LP&L shall be construed in any way to limit any other indemnification provision contained in the Agreement.

Article 6—Duties, Responsibilities, and Exculpation

6.1 Duty to Inspect. Licensee acknowledges and agrees that LP&L does not warrant the condition or safety of LP&L’s Facilities or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect Poles, or premises surrounding the Poles prior to commencing any work on Poles or entering the premises surrounding the Poles.

6.2 Knowledge of Working Conditions. By executing this Wireless Addendum, Licensee warrants that it has acquainted, or will acquaint, itself and its employees or contractors and agents with the conditions relating to the work that Licensee will undertake under the pole attachment standards as identified in the Agreement, and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

6.3 Duty to Inform and Protect. 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 Poles by Licensee’s employees, servants, agents, contractors or subcontractors, and Licensee accepts as its duty and sole responsibility to notify, inform, and keep informed Licensee’s employees, servants, agents, contractors and subcontractors of such dangers, and to keep them informed regarding same. Licensee also warrants that it will implement all precautions, procedures, and measures in the pole attachment standards to protect the public safety and the safety of personnel working close to electrified lines.

- 6.4 Protection of Utility Data.** During the term of this Wireless Addendum, Licensee may have access to LP&L’s geodatabase electronic records of Pole locations, strand and underground routes, substation locations, and other pertinent information related to LP&L’s electric distribution system. Such electronic records consist of proprietary and confidential LP&L information related to critical infrastructure and shall be treated as confidential by Licensee and protected from public disclosure. Licensee shall implement physical and cybersecurity measures to protect the geodatabase information from public disclosure, theft, and widespread internal distribution, such as the best practices outlined in the Federal Trade Commission’s “Start with Security” cybersecurity guidelines.
- 6.5 Licensee’s Confidential Information.** To the extent that Licensee considers any document or information submitted to LP&L under the terms of this Wireless Addendum or the Agreement to be trade secret, proprietary, or otherwise confidential under law, it shall label or mark the document or information conspicuously with the words “Confidential Information.” If any person requests access to Licensee’s information submitted to LP&L under the terms of this Wireless Addendum or the Agreement, LP&L will treat such information as required under the Texas Public Information Act, Chapter 552, Texas Government Code.

Article 7—Insurance.

- 7.1 Applicability of Insurance Coverage under Agreement.** The insurance obligations, duties, coverages, and requirements set out in the Agreement and the claims coverage procedures outlined in the Agreement shall apply to this Wireless Addendum. Such obligations, duties, coverages, and requirements shall apply to all activities of the Parties related to the design, review, construction, maintenance, operation, upgrade, relocation, replacement, and any other related activities associated with Wireless Installations authorized by this Wireless Addendum or the Agreement, whether such activities are conducted by the Parties or the Parties’ employees, officers, agents, or contractors. Nothing in this Wireless Addendum shall be used to deny insurance coverage of any eligible claim or as a defense against covering any claim for damages related to activities arising under this Wireless Addendum.

Article 8—Authorization Not Exclusive.

LP&L shall have the right to grant, renew, or extend nondiscriminatory rights and privileges to others not party to this Wireless Addendum, by contract or otherwise, to use LP&L Facilities. Such rights shall not interfere with the privileges granted to Licensee by the specific Permits issued pursuant to this Wireless Addendum or the Agreement. Licensee’s privileges under a Permit issued pursuant to this Wireless Addendum or the Agreement shall not interfere with the privileges of any

other Attaching Entity or other provider of Wireless Services that has been issued a Permit. In the event of a conflict between the privileges of Licensee and any other Attaching Entity or other provider of Wireless Services that cannot be resolved by reference to the Agreement, LP&L shall resolve the conflict as the Pole owner based on nondiscriminatory principles.

Article 9—Assignment

- 9.1 Limitations on Assignment.** Licensee shall not assign its privileges or obligations under this Wireless Addendum or the Agreement, nor any part of such privileges or obligations, without the prior written consent of LP&L, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 9.2 Obligations of Assignee/Transferee and Licensee.** Notwithstanding any provision in this Wireless Addendum or the Agreement to the contrary, Licensee shall have the privilege to assign this Wireless Addendum, together with the Agreement, to any parent, subsidiary, Affiliate, or any person, firm, or corporation that shall control, be under the control of, or be under common control with Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee that are subject to this Wireless Addendum and the Agreement. No assignment or transfer under this Section 9 shall be allowed, however, until the assignee or transferee becomes a signatory to this Wireless Addendum and the Agreement and assumes all obligations of Licensee arising under this Wireless Addendum and the Agreement. Licensee shall furnish LP&L 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 Addendum and the Agreement for claims that arose during the time period Licensee operated pursuant to this Wireless Addendum and the Agreement, and Licensee shall not be released from those claims.
- 9.3 Sub-Licensing.** Licensee shall not sub-license space on a LP&L Pole to any third party, or place a Wireless Installation for the benefit of any third-party, including an Affiliate, on a Pole, or Attachment Arm, unless such third-party shall also be a party to (a) an Agreement; and (b) a Wireless Addendum. Any such action shall constitute a material breach of this Wireless Addendum and the Agreement.

Article 10—Failure to Enforce, Nonwaiver

Failure of LP&L or Licensee to take action to enforce compliance with any of the terms or conditions of this Wireless Addendum or the Agreement or to give notice or declare this Wireless Addendum or the Agreement or any authorization granted thereunder in default or terminated shall not constitute a waiver or relinquishment of any term or condition of this Wireless Addendum or the Agreement, but the same shall be and remain at all times in full force and effect until terminated in accordance with their terms.

Article 11—Termination of Wireless Addendum

- 11.1 Right to Terminate.** LP&L shall have the right, pursuant to the procedure set out in Article 11.2, to terminate this Wireless Addendum or the Agreement, or any Permit issued pursuant thereto, and to pursue any and all remedies provided in this Wireless Addendum or the Agreement, whenever Licensee is in default of any term or condition of this Wireless Addendum, including but not limited to:
- 11.1.1** Construction, operation, maintenance, use, lease, or licensure of Licensee’s Wireless Installations or any Communications Facilities supporting the Wireless Installations in violation of law or in aid of any unlawful act or undertaking;
 - 11.1.2** Construction, operation, maintenance, use, lease, or licensure of Licensee’s Wireless Installations or any Communications Facilities supporting the Wireless Installations after any authorization required of Licensee has lawfully been denied or revoked by final action of any governmental or private authority;
 - 11.1.3** Construction, operation, maintenance, use, lease, or licensure of Licensee’s Wireless Installations or any Communications Facilities supporting the Wireless Installations without the issuance and/or performance bond coverage required under Articles 7 and 15;
 - 11.1.4** Failing to pay in full an invoice for any charge, fee, penalty, or interest as provided in this Wireless Addendum or the Agreement related to Wireless Installations; or
 - 11.1.5** Failing to promptly and fully perform any other covenant, condition, provision, or agreement contained in this Wireless Addendum or the Agreement related to Wireless Installations.
- 11.2 Procedure for Termination.** LP&L will notify Licensee in writing within fifteen (15) calendar days, or as soon as reasonably practicable, of any condition of default under Article 11.1 above. Licensee shall take immediate corrective action to cure such default within fifteen (15) calendar days, or such longer time period mutually agreed to by the Parties not to exceed sixty (60) calendar days, unless such cure cannot be accomplished in such time period, provided Licensee has commenced and is diligently pursuing such cure. Such agreement to extend the period to cure shall not be unreasonably withheld by LP&L. Upon correcting such condition, but no later than the expiration of the applicable cure period, Licensee shall confirm in writing to LP&L that the cited condition has ceased or been corrected. If Licensee fails to cure such condition, LP&L may immediately terminate this Wireless Addendum, or any Permit related to a Wireless Installation at its option and provide written notice to Licensee. In the event of termination of this Wireless Addendum or the Agreement or any of Licensee’s privileges or authorizations thereunder, Licensee

shall remove its Wireless Installations and Attachments at Licensee's expense pursuant to the Agreement. If Licensee fails to remove its Wireless Installations or Attachments as provided in the Agreement, the Wireless Installations or Attachments shall be deemed abandoned, and LP&L may remove them at Licensee's expense.

- 11.3 Termination upon Termination of Agreement.** If at any time, for any reason, the underlying Agreement is terminated, this Wireless Addendum shall terminate.

Article 12—Term of Wireless Addendum

- 12.1 Term Coextensive With Agreement.** This Wireless Addendum shall become effective on the Effective Date and expire or terminate on the date that the Agreement expires or terminates, whether under the Initial Term or any renewal. The initial term for the Wireless Addendum shall be the same as the Initial Term of the Agreement regardless of when the Wireless Addendum is executed by Licensee. Any renewal of the Agreement will serve to renew the Wireless Addendum.

12.1.1 The above notwithstanding, following the expiration of the Initial Term of the Agreement, either Party may terminate this Wireless Addendum upon giving the other Party six (6) months' written notice of termination or pursuant to other applicable terms of this Wireless Addendum.

- 12.2 Survival of Obligations.** Any expiration or termination of Licensee's privileges under this Wireless Addendum or the Agreement shall not relieve Licensee of any obligation, whether indemnity or otherwise, which has accrued prior to such expiration or termination of this Wireless Addendum or the Agreement or removal of Licensee's Wireless Installations or Attachments.

Article 13—Notices

- 13.1 Notices.** Whenever notice is required to be given by either Party to the other, the form, content, timing, addressee, and method of delivery of such notice shall be governed by the Agreement.
- 13.2 Emergency Contact.** An emergency contact for purposes of notice or coordination of emergencies arising out of the performance of this Wireless Addendum shall be maintained in accordance with the terms of the Agreement.

Article 14—Performance Bonds

Prior to making any Wireless Installations and within thirty (30) days of the Effective Date of this Wireless Addendum, Licensee shall provide to LP&L a performance bond in the amount of _____ and 00/100 dollars (\$_____) in the form corresponding with the requirements of the Agreement. Such performance bond shall apply exclusively to activities related to Wireless Installations and shall be separate from the performance bond required under the Agreement. All provisions of the Agreement with respect to the posting and other attributes of a bond shall apply to the bond required for Wireless Installations.

Article 15—Entire Agreement; Non-Waiver

This Wireless Addendum, together with the Agreement, supersede all previous oral and written agreements between LP&L and Licensee regarding the approval, placement, transfer, maintenance, and removal of Licensee's Wireless Installations on LP&L's Poles within the geographical service area covered by the Agreement. All provisions, terms, and conditions to this Wireless Addendum are expressed herein. Notwithstanding any contrary provision, term, or condition herein, this Wireless Addendum shall neither waive nor be interpreted to waive any claims of any nature, any amounts or credits owed, or any obligations or duties arising under a prior agreement between the Parties or Parties' performance thereunder. Nor shall this Wireless Addendum act as a waiver of any claims for the prior use of LP&L Poles without valid authorizations.

Article 16—Severability

The invalidity of one or more clauses, sentences, sections, or articles of this Wireless Addendum shall not affect the validity of the remaining portions of this Wireless Addendum or the Agreement, provided that the material purposes of this Wireless Addendum and the Agreement can be determined and effected.

Article 17—Governing Law

The validity, performance and all matters relating to the effect of this Wireless Addendum and the Agreement and any amendment hereto shall be governed by the laws (without reference to choice of law) of the State of Texas.

Article 18—Incorporation of Recitals and Appendice

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

Article 19—Miscellaneous Provisions

- 19.1 Preexisting Wireless Installations.** Licensee shall not be required to obtain multiple Permits for unauthorized Wireless Installations in place prior to the Effective Date of this Wireless Addendum. However, Licensee must account for all preexisting Wireless Installations by submitting a Permit Application with an inventory of preexisting Wireless Installations identifying for each installation its physical address, identification of supporting Pole(s), GPS coordinates, type of equipment, electricity account serving the equipment, and other relevant information requested by LP&L. Licensee shall also include as part of the Permit Application demonstrative engineering design drawings of the type(s) of Wireless Installations and equipment specifications. All such preexisting Wireless Installations shall be subject to inspection by LP&L and must be in compliance with all Applicable Engineering Standards prior to the issuance of the Permit. LP&L shall issue a Permit for such preexisting Wireless Installations following compliance with the Permit requirements and upon payment of any rent in arrears, penalties, and unpaid electricity associated with such preexisting Wireless Installations.
- 19.2 Termination of Pole Use for Rate Challenge.** The Parties agree that the Wireless Rate is not governed by FCC rules or PURA, for a host of reasons, including restrictions on the placement of Wireless Installations set forth in this Wireless Addendum which include require among other things that Wireless Installations be placed in space considered usable for other purposes, including the installation of Attachments. The Parties further agree that if any Attaching Entity challenges the Pole Attachment Rate LP&L proposes in any year on the basis of (a) claims that the Pole Attachment Rate should be reduced based upon revenues generated from Wireless Installations; (b) the nominal increase in space on a pole actually used, if not “usable” within the meaning of FCC regulations; (c) the revenues generated from permission to install Wireless Installations; (d) costs incurred or avoided as a result of permission to install Wireless Installations; or (e) any other basis related to Wireless Installations; then LP&L may terminate the privilege of Licensee and all other Attaching Entities that have installed Wireless Installations on LP&L Poles. Within one-hundred eighty (180) days of receiving written notice of termination to use LP&L Poles, Licensee and such Attaching Entities shall remove all Wireless Installations from distribution Poles.
- 19.3 Compliance with Wireless Addendum and Agreement.** All Wireless Installations made on or after the Effective Date of this Wireless Addendum are and shall be authorized by

the procedures, requirements, and limitations of this Wireless Addendum, subject to Licensee's compliance with all the terms and conditions of the Agreement. Licensee's failure to maintain all Wireless Installations in accordance with the pole attachment standards identified in the Agreement shall be considered a default, and Unauthorized Wireless Installations shall be subject to removal at Licensee's expense.

- 19.4 Contractors and Agents Bound.** Licensee agrees to include in all of its contracts and agreements with independent contractors or agents provisions that are consistent with and which will fulfill the requirements of this Wireless Addendum.
- 19.5 No Third-Party Beneficiaries.** The terms and provisions of this Wireless Addendum are intended to be for the benefit of LP&L and Licensee. Except as otherwise provided herein, nothing in this Wireless Addendum or the Agreement, express or implied, is intended to confer upon any other person or entity, other than the Parties, any benefits, rights, or remedies under or by reason of this Wireless Addendum or the Agreement.
- 19.6 Reciprocity of Terms and Conditions.** Unless otherwise agreed in writing, to the extent that Licensee owns Poles on which LP&L has attached or desires to attach either an LP&L-owned Wireless Installation or LP&L Facilities, LP&L shall be entitled to make such Wireless Installations or Attachments on rates, terms, and conditions equivalent to the rates, terms, and conditions extended to Licensee pursuant to this Wireless Addendum and the Agreement.

Article 20—Interest on Past-Due Amounts

In the event Licensee fails to pay an amount due under the terms of this Wireless Addendum within the period of time set forth for payment, interest shall accrue on the unpaid balance at the rate of one and 17/100ths percent (1.17%) per month (or such lesser rate as may be required by law) for each month starting from the date the payment is due until such time as payment is received.

Article 21—Attorney's Fees

If LP&L or Licensee brings any action at law or in equity to enforce any provision of this Wireless Addendum or the Agreement, including the incorporated pole attachment standards, the prevailing party will be entitled to recover its reasonable costs and attorney's fees in addition to any other relief to which it may be entitled.

IN WITNESS HEREOF, the parties hereto have executed this Wireless Addendum in duplicate on the day and year first written above.

**CITY OF LUBBOCK, TEXAS, ACTING BY AND
THROUGH LUBBOCK POWER & LIGHT**

By: _____

“LICENSEE”

XXXXXXXXXXXXXXXX

By: _____

ATTEST:

By: _____



Lubbock Power & Light
The power is yours.

© 2012 Lubbock Power and Light

Exhibit A

Wireless Installation Standards

Revision 0
February 16, 2018

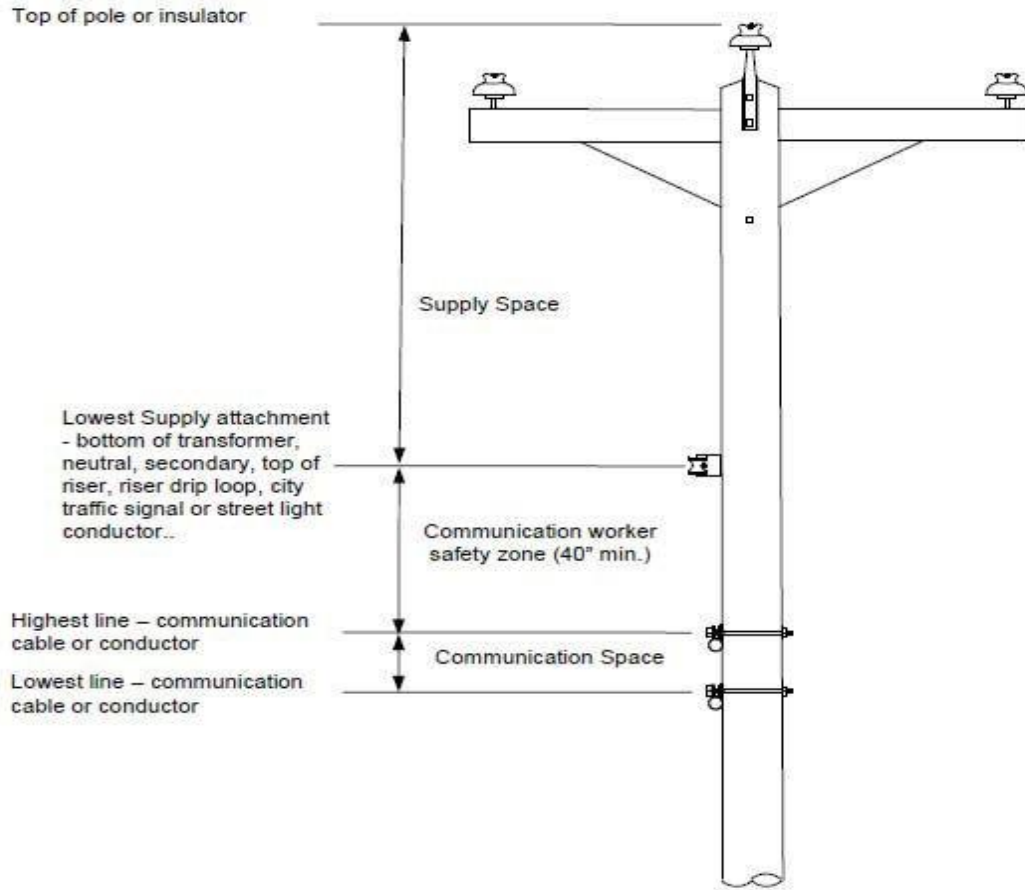
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1.0 General requirements for wireless installation on LP&L poles

- 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.
 - 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.

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.

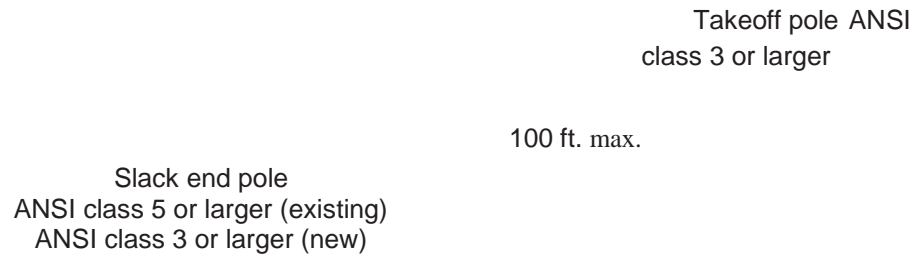
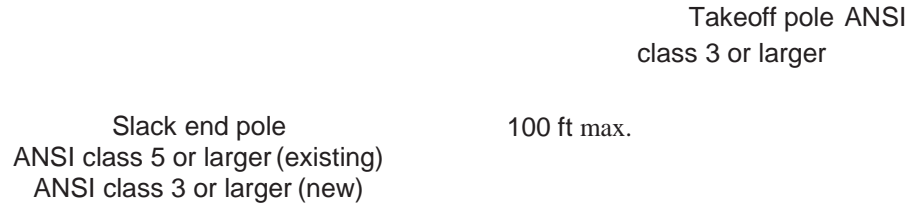
Takeoff pole

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.



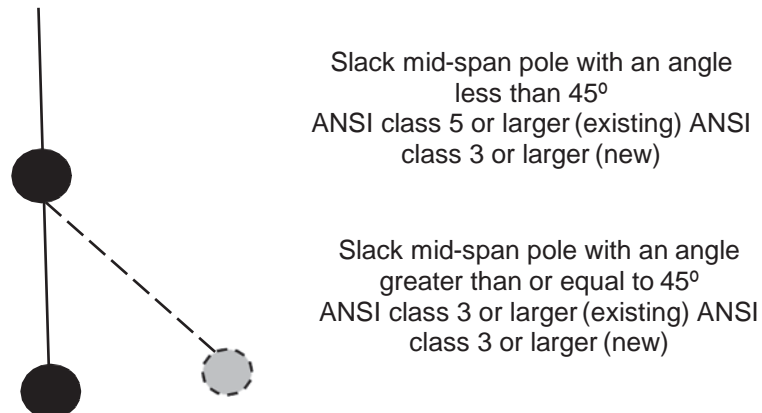
2.17 Pole requirements for mid-span slack poles with single or three phase slack Supply lines are as Follows.

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.

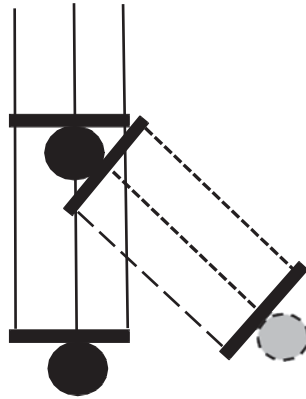
2.17.2.2 New and existing poles where the angle is equal to or greater than 45 degrees shall be classified as ANSI class 3 or larger.



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

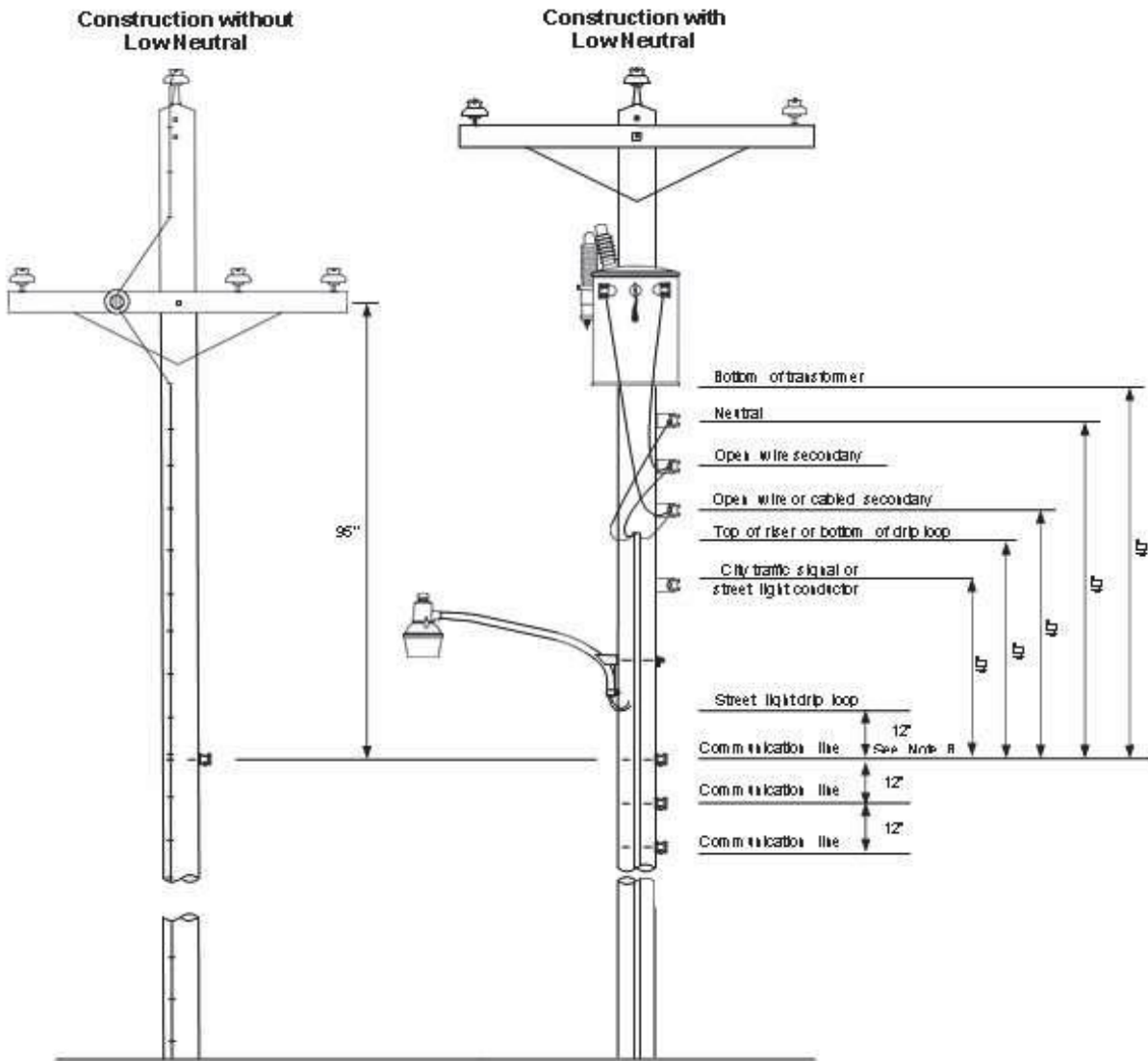
2.17.3.1 Poles with an angle that is less than 45 degrees shall be classified as ANSI class 3 or larger.

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)

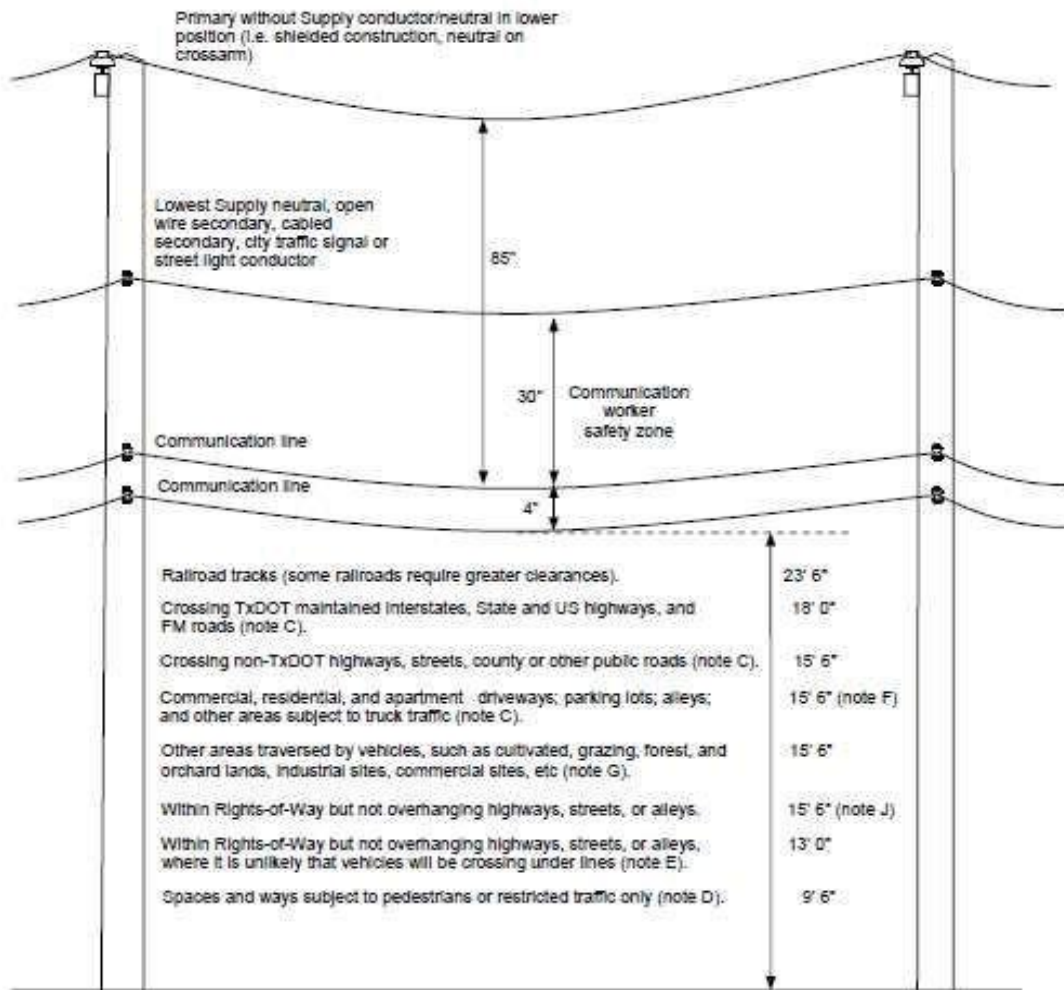
Slack mid-span pole with an angle
greater than or equal to 45°
ANSI class 1
ANSI class 3 or larger (new)



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



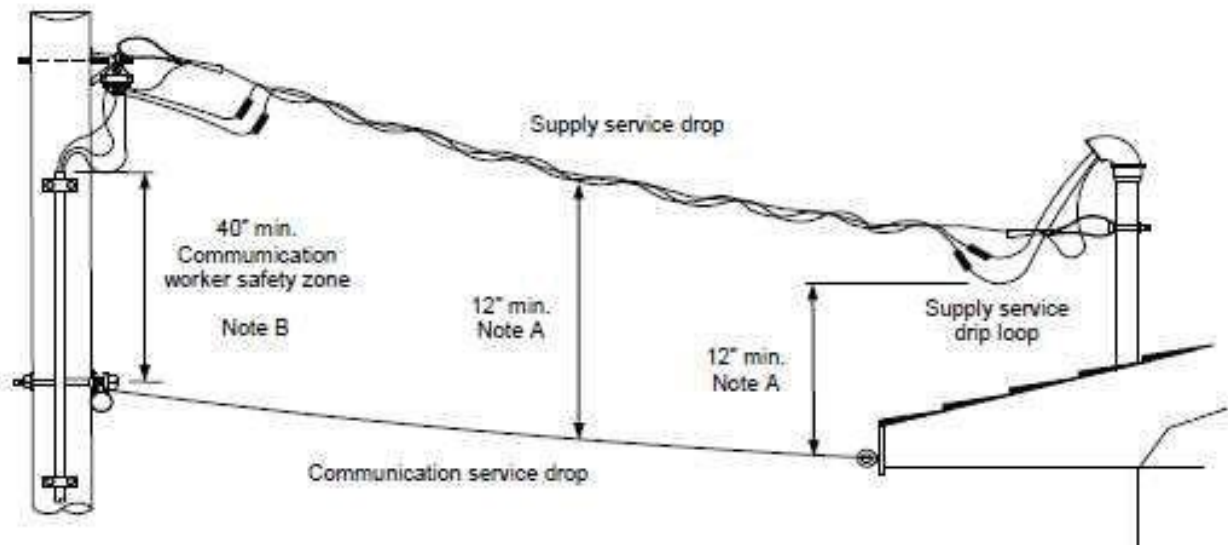
MINIMUM CLEARANCES

WITHIN SPAN

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


Notes:

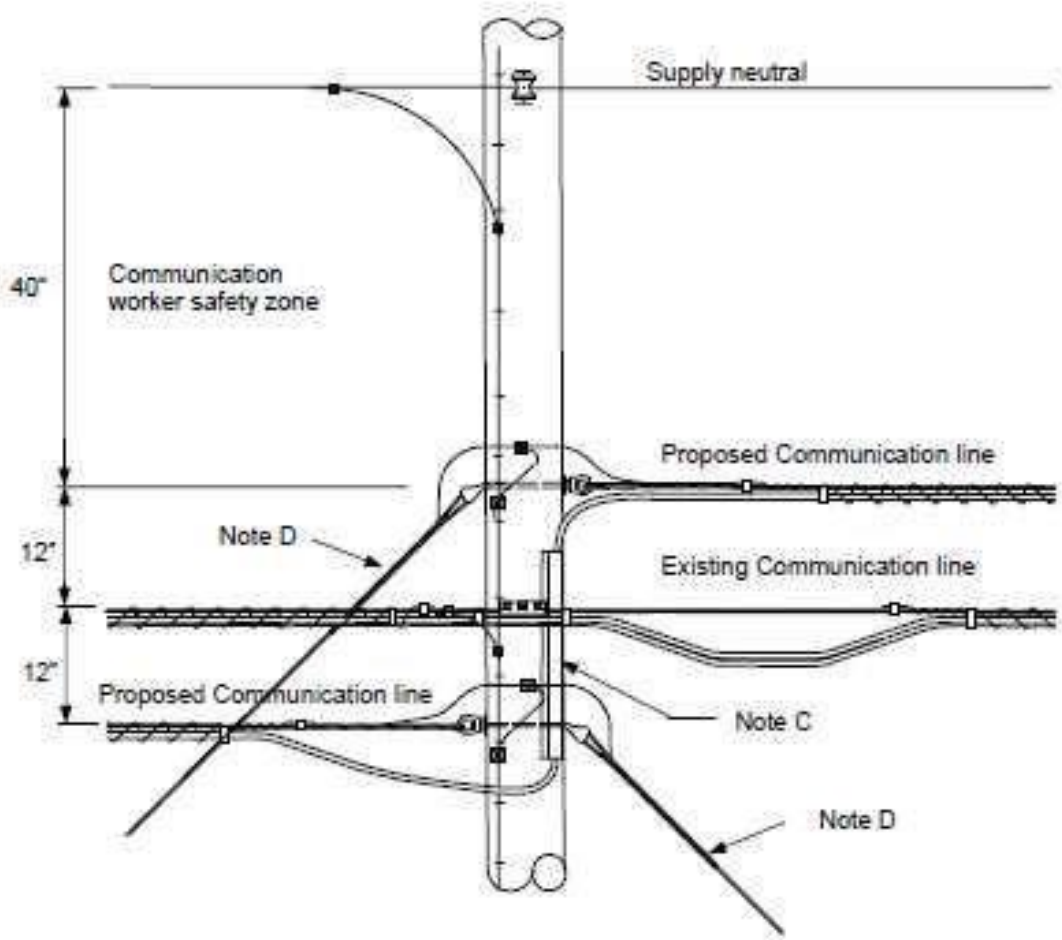
- A. Clearances shown are minimum values as defined by the NESC anywhere along the span. Clearances shall comply with additional requirements defined by local or corporate jurisdictions.
- B. Vertical clearances shall be maintained under the following conductor temperature and loading conditions whichever 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		DATE: 2/15/2018	
	CLEARANCES		SCALE: NTS	
			DRAWN BY: DD	
				DWG#: ANT-6
	1	REV:	0	



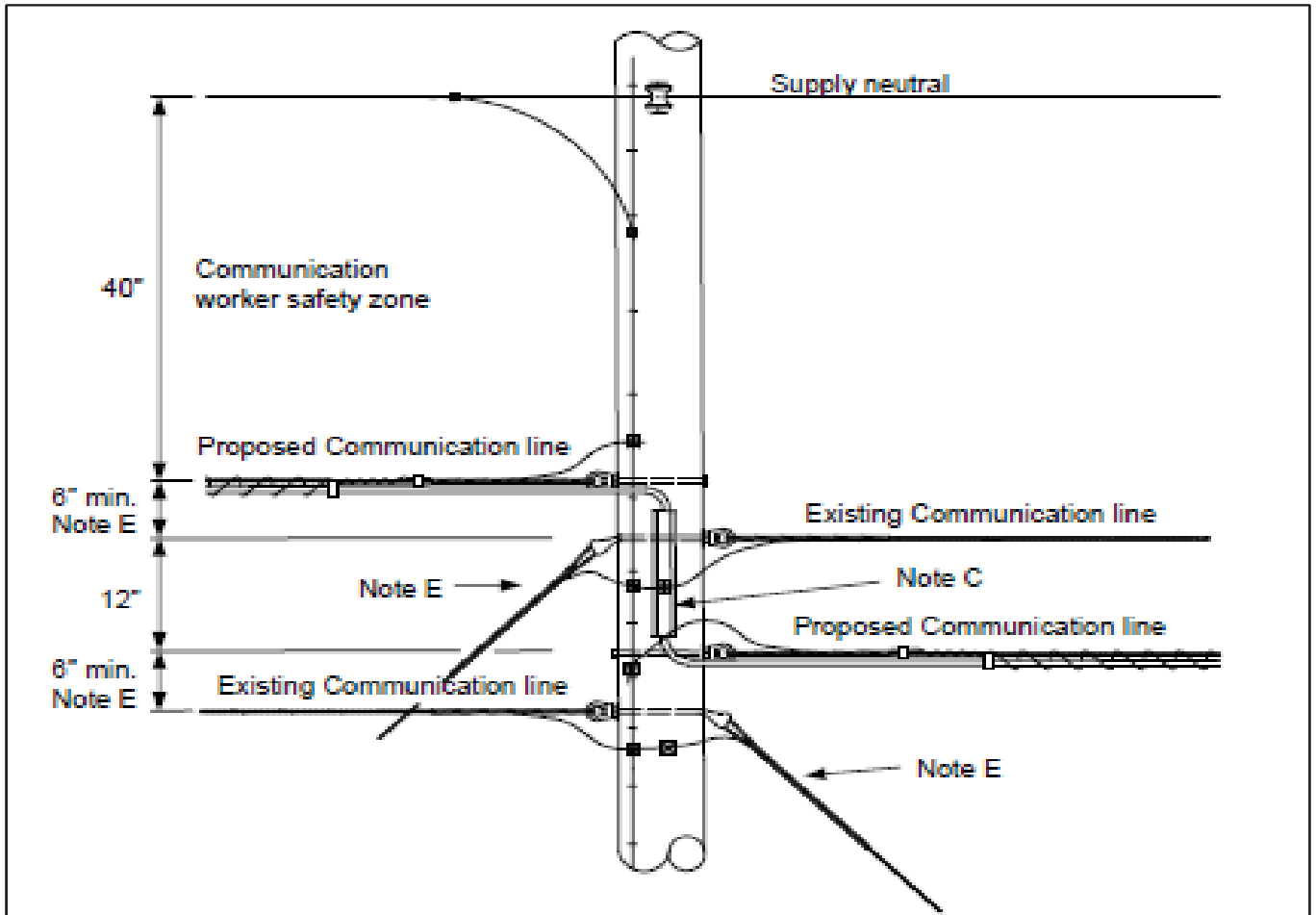
Notes:

- 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 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

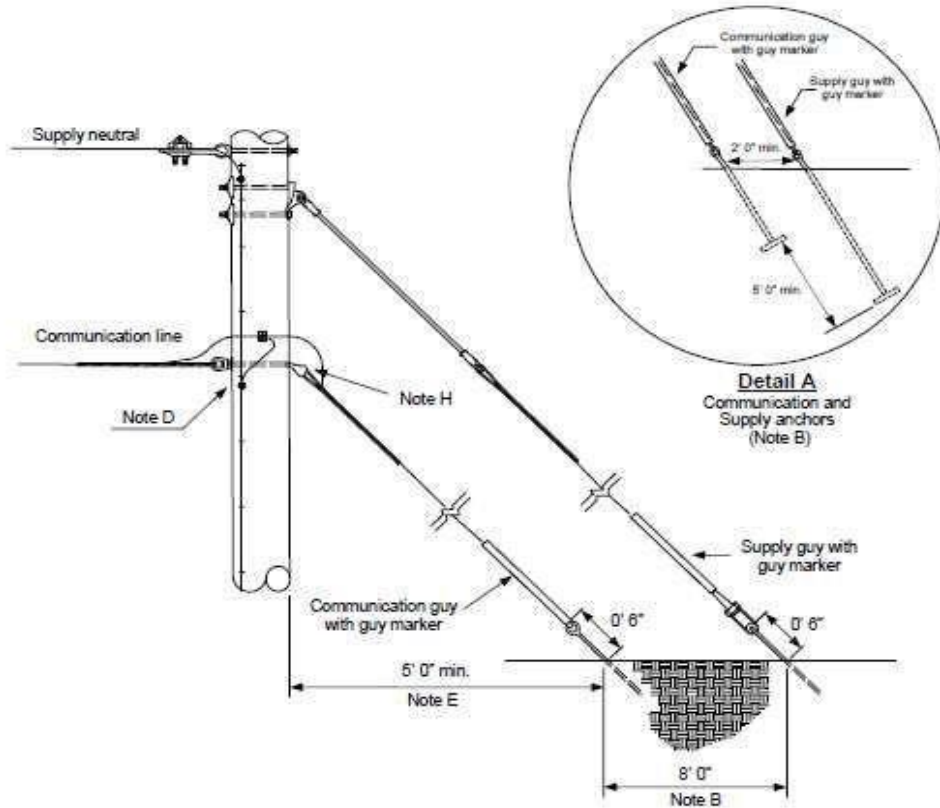
DATE:	2/15/2018
SCALE:	NTS
DRAWN BY:	DD
DWG#:	ANT-7
SHEET#	1
REV:	0



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



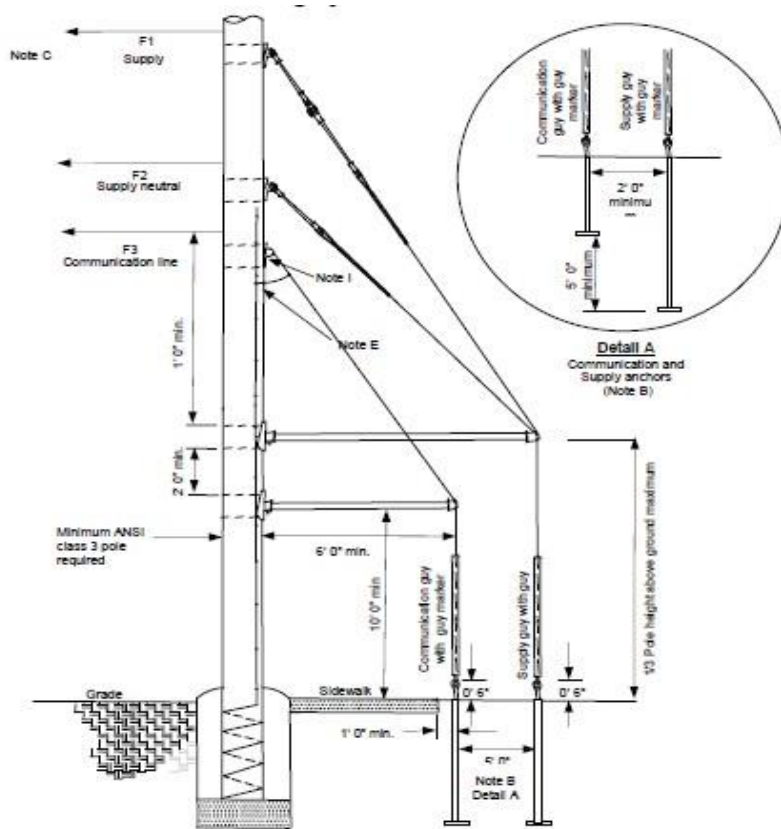
Notes:

- 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



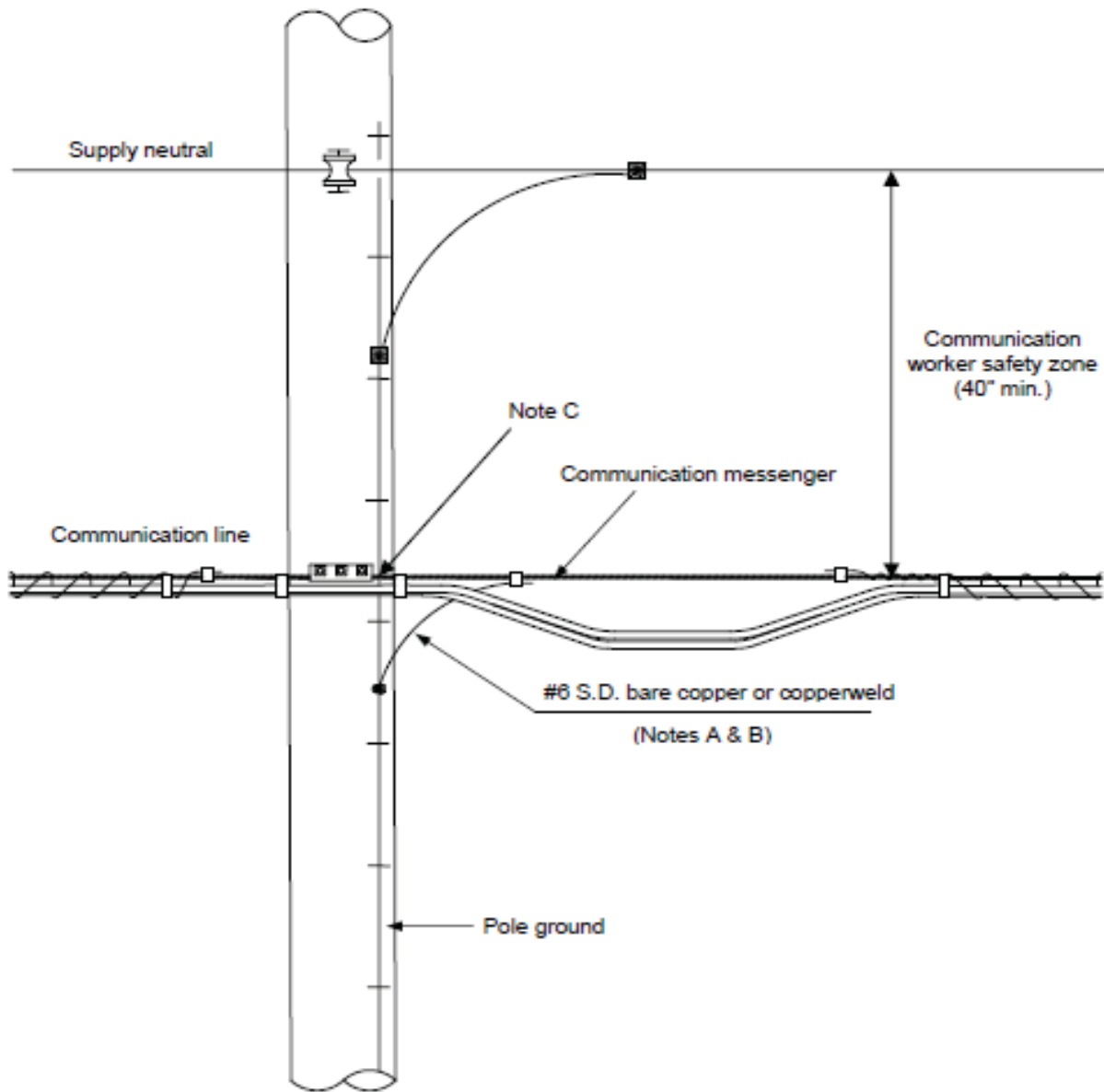
Notes:

- 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
DRG#:	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, sectionalizes, 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.