

## JOINT POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this 02 day of December, 2014 (“Effective Date”) by and between SPRINGVILLE CITY, a municipality, which operates its own electric utility, with offices located at 110 South Main, Springville City, Utah 84663 (hereinafter referred to as “Springville”), and QWEST CORPORATION d/b/a CENTURYLINK, a corporation organized and existing under the laws of the State of Colorado; which corporation and DBA are qualified to do business in the State of Utah, with offices located at 1801 California St., Denver, CO 80202, (hereinafter referred to as “CenturyLink”), hereinafter referred to as the “Party” or collectively as the “Parties.”

### WITNESSETH THAT:

WHEREAS, the Parties desire to place their cables, appliances, equipment and facilities, (hereinafter collectively called “Attachments”) on the other Party’s distribution, telephone and/or transmission utility poles, (hereinafter collectively called “Poles”); and

WHEREAS, each Party is willing to permit the Attachments to its Poles for business purposes under applicable law and, for CenturyLink’s exclusive purpose, pursuant to Sections 54.3.1, 54.4.1, and 54.4.13 of the Utah Code, where such Attachments will not interfere with the other Party’s use or service requirements, subject to the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

### ARTICLE 1 SCOPE OF AGREEMENT

(a) Subject to compliance with the terms of this Agreement, the Parties hereby grant a revocable, nonexclusive license to place Attachments on its Poles. The license includes the right for the continued placement and maintenance of Attachments previously attached to either Party’s Poles.

(b) No use of a Party’s Poles or payment of any fees or charges required under the Agreement shall vest in the other Party any property rights in said Poles, but they shall have a mere license to place its Attachments on the Poles. Neither Party is required to construct, retain, extend, place or maintain any Poles or other facilities not needed for its own service requirements.

### ARTICLE 2 TERM OF AGREEMENT

(a) This agreement shall be effective as of the first day of December 2014 and, subject to the provisions of Article 14, shall continue in effect for a term of five (5) years (through December 1, 2019). Either Party may terminate this Agreement at the end of the initial term by giving the other party at least six (6) months written notice. If no such notice is given, the term of the Agreement shall renew for successive one (1) year periods, subject to termination upon a party providing written notice at least six (6) months prior to the day of termination.

(b) Upon notice of termination of this Agreement in accordance with any of its terms, both Parties

shall have the opportunity to enter into negotiations for a new agreement. If after six (6) months of negotiations the Parties have not entered into a new agreement, the Parties may mutually agree to extend the time to negotiate or to allow this Agreement termination to take effect and in such case the attaching Parties shall immediately remove its Attachments from all Poles of Owner. If not removed within thirty (30) days, or unless an extension of time has been agreed to by the Owner, such Attachments shall be deemed to be abandoned, and may be removed by Owner, at the expense of the attaching Party.

### ARTICLE 3 FEES AND CHARGES

Each Party shall pay to the other Party the sum of seventeen dollars (\$17.00) per pole per year for use of the other Party's Poles. Annual rental payments shall be based on the number of poles as of December 31st of the preceding calendar year. Notice of such amount due for any year that this Agreement is in effect will be given on or before February 1st. The annual rental fee shall be due and payable not later than forty-five (45) days after receipt of the invoice reflecting the number of Poles to which each Party is attached. The above rental rate may be revised upon written notice at least six (6) months in advance of the date the next rental payment is due, provided, however, that any adjustment to the rental rate shall not exceed more than a three percent (3%) increase above the prior year. The revised rate will apply to all Attachments existing on December 31st of the year in which notice is given and will continue to apply to all existing and future Attachments, unless further revised.

In addition, such amounts shall be due and payable in accordance with Article 17 of this Agreement.

### ARTICLE 4 APPLICATION FOR PERMIT AND NOTIFICATION OF ATTACHMENTS

(a) Before making attachment to any Poles, the attaching Party shall make application to Owner, specifying the location of each pole on the form attached hereto as Exhibit A or via an agreed upon electronic notification system, and any such matters given by a party using electronic notification system will be deemed to be given in writing for purposes of this Agreement. Within thirty (30) days after receipt of the application, Owner shall return to the attaching Party said application indicating thereon whether or not it is willing to permit the joint use of poles, and if so, under what condition(s). Notwithstanding the foregoing, the attaching Party shall not be required to make application for attachments made on poles prior to the date of this Agreement.

(b) Owner shall have the sole right to determine the availability of such poles for joint use and shall be under no obligation to grant permission for attaching Party's use of the poles. Each Party shall have the right to occupy the space allotted by Owner under the conditions and in accordance with the terms of this Agreement. The attaching Party shall remit initial payment upon receipt of Owner's approval for the Attachment. The initial payment shall be the applicable annual per pole sum calculated under Article 3 above. As of the Effective Date of this Agreement, CenturyLink is currently attached to 1,619 poles of Springville. Springville is attached to 40 poles of CenturyLink, for which credit shall be given at the same price CenturyLink pays to attach to the poles of Springville. The net number shall be multiplied by the amount set forth in Article 3 in order to determine the initial payment owed Springville for the use of its Poles.

(c) Subject to the other terms and conditions of this Agreement, after making attachment to Poles of the Owner, the attaching Party shall notify Owner of the location and date of each

Attachment, as set forth on the Notification of Attachment by Attaching Party Form attached hereto as Exhibit B or via an electronic notification system as agreed to by the Parties and as further described in subsection (a) above.

(d) The attaching party shall have the right to install service drops prior to, but still subject to, approval by Owner. However, when the attaching party installs service drops, the attaching party must follow all procedures applicable to Attachments generally, except the application pertaining to the service drop must be submitted to Owner no later than thirty (30) business days after installation. The parties acknowledge and agree that, at the time the attaching party installs a service drop, the attaching party shall remove all old service drops.

#### ARTICLE 5 SPECIFICATIONS

Each Party's attachments on Owner's poles shall be placed and maintained in accordance with provisions of the National Electric Code and the National Electrical Safety Code at the time those attachments were made, shall meet Owner's construction standards, and be in compliance with any applicable rules, orders, regulations, ordinances and laws now in effect or that hereafter may be lawfully adopted or enacted by Springville's municipal legislative body, any Federal, State, local or other governmental agency, or other authority having jurisdiction, and the reasonable rules and practices of the Owner set forth in this Agreement. In the event the two national codes conflict, Owner shall have the right to designate which standards shall be met.

#### ARTICLE 6 PLACING AND MAINTAINING ATTACHMENTS

(a) The attaching Party shall, at its own expense, place and maintain its attachments in a safe condition and thorough repair, and in a manner as required by this Agreement so as not to conflict with the use of poles by Owner or other users, or interfere with the construction, operation, maintenance, or removal of facilities thereon. The attaching Party shall take all necessary precautions, by the use of protective equipment or other means, to protect all persons and property against injury or damages occurring by reason of the attaching Party's attachments on Owner's poles.

(b) The attaching Party shall, within sixty (60) days, at its own expense, upon written notice from Owner, relocate, replace, or renew its attachments placed on the poles, and transfer them to substitute poles, or perform any other work in connection with the facilities that may be reasonably required by Owner in accordance with the terms of this Agreement. If there is a terminal or underground connection (riser) or equipment mounted on the pole, the attaching Party should be involved with the Owner in determining the placement of the new pole. In the case of an emergency, the attaching Party should have the opportunity to repair its attachments on the pole; however, if Owner determines this will jeopardize its ability to provide service, Owner may arrange to relocate, replace or renew the attachments placed on the poles by the attaching Party, transfer them to substitute poles, or perform other work in connection with the attachments that may be required for the maintenance, removal, replacement, or relocation of its poles, the attachments to the poles, or the service needs of Owner. The attaching Party shall, on demand, reimburse Owner for the reasonable expenses so incurred.

(c) The attaching Party shall not place any additional equipment or change the position of any of its attachments upon any pole used by it hereunder without first making application therefore and receiving Owner's approval so to do, all as prescribed in Article 4 hereof. However, if the attaching Party is only

changing the position of an existing attachment, electronic notification to the Owner shall be sufficient.

ARTICLE 7  
ALTERATIONS FOR ATTACHING PARTY'S  
ATTACHMENTS

(a) In the event that any pole of Owner to which the other Party desires to make attachments, in the judgment of Owner, requires rearrangement to support, or accommodate the additional attachments of the other Party, Owner shall indicate, on Exhibit A, the changes it believes are necessary to provide adequate pole space and the estimated costs to the attaching Party. The attaching Party agrees to pay Owner the cost of replacing any pole that is inadequate to accommodate its attachments, as well as the cost of transferring Owner's attachments from the old to the replacement poles. The attaching Party also agrees to pay Owner the cost of rearranging attachments on an existing pole to accommodate its attachments, including the cost of strengthening or guying. The attaching Party also agrees to pay the third party owner or owners of other attachments on said poles the cost of transferring or rearranging such attachments to accommodate its attachments. The attaching Party shall agree with other third party owners of facilities attached to said poles as to the reasonable payment to be made to such owners.

(b) In the event Owner installs a new pole in order to provide space or strength or height to accommodate the attaching Party's attachments, the difference in the cost of the initial new pole and the cost of providing a pole of extra height or strength shall be borne by the attaching Party. Such cost also shall include the difference between the cost of installing the new pole and the cost of installing a pole Owner considers adequate for the attaching Party's attachments and of its other licensees. The new pole shall be the property of the Owner regardless of any payments by the attaching Party toward its costs. The attaching Party shall acquire no right, title or interest in such pole.

(c) Because Owner provides an essential service to the public, it reserves the right to make periodic inspections of the other Party's attachments to make certain that there is no impairment to its ability to provide electricity to its customers and the other Party shall pay Owner its pro rata share of the reasonable costs of such inspections, provided that Owner shall not make such inspections more often than once every five (5) years and shall provide written notice to the other Party of the periodic inspection unless, in Owner's reasonable judgment, such inspections are required for reasons involving safety, maintenance of service, or where Owner reasonably believes the other Party is violating the terms of this Agreement. The making of such inspections, or the failure to do so, shall not relieve either Party of any responsibility, obligation, or liability assumed under this Agreement.

(d) If attachments are found on a pole for which no permit has been obtained, the Owner may impose a charge as condition to such attachments remaining on the pole. If the attaching Party fails to pay the charge, Owner may remove the attachments and the expense of removal shall be borne by the attaching Party. For the purpose of determining the charge, an unauthorized attachment shall be treated as having existed for a period of three (3) years prior to its discovery; and the charge, computed at the applicable yearly rate per pole at the time of discovery, shall be due and payable immediately, except that no unauthorized attachment charges will apply to any poles to which attachments were made prior to the Effective Date of this Agreement as detailed in Exhibit D herein. Any such charge imposed by Owner shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. Notwithstanding the above, the attaching Party shall not be responsible for payment of any unauthorized Attachments unless the total number of Attachments found during a periodic inspection exceeds the number of Attachments indicated in Article 4(b).

ARTICLE 8  
OWNER'S RIGHTS AND SERVICE RESPONSIBILITIES

Owner reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such a manner as will best enable it to fulfill its own service requirements and responsibilities. Owner shall not be liable to the other Party for any interruption to service or for interference with the operation of its attachments arising in any manner out of the use of Owner's poles, except in cases of any negligence or willful misconduct by Owner. Nothing in this Agreement shall be construed to obligate Owner to grant the other Party permission to use any particular pole or poles or any portion of a pole.

ARTICLE 9  
RIGHTS-OF-WAY AND PERMITS FOR ATTACHMENTS

(a) Subject to applicable law, nothing in this Agreement shall be construed as a warranty or guarantee of permission from owners of private property, municipal or other governmental authorities, or other users, for the attaching Party to place or maintain its attachments upon the poles of Owner. Where required to do so, the attaching Party shall secure any required consents, permits, or other appropriate authorization from such owners, users, or governmental authorities and upon written request of Owner shall furnish evidence of the procurement of such authorizations.

(b) Upon written notice from Owner to the other Party that the use of any pole is prohibited by municipal authorities or property owners, the permit covering the use of such pole shall immediately terminate and its attachments shall be removed.

ARTICLE 10  
LIABILITY AND DAMAGE RESPONSIBILITIES

(a) Throughout the term of this Agreement, both Parties shall maintain in full force and effect, the following insurance with insurers having a minimum "Best's" rating of A- VII and licensed to do business in the State of Utah:

- (1) Worker's compensation insurance in compliance with the laws of the State of Utah;
- (2) Bodily injury liability insurance, with limits of not less than \$1,000,000 as to any one person and \$3,000,000 as to any one accident or occurrence; and
- (3) Property damage liability insurance with limits of not less than \$1,000,000 for damage to the property of any one person and \$3,000,000 for each accident or occurrence.
- (4) An umbrella policy in favor of the Springville in the amount of \$2,000,000.

The insurance described above also shall provide contractual liability coverage satisfactory to Springville with respect to liability assumed by CenturyLink under Article 11. Springville shall be named as an additional insured with respect to bodily injury and property damage insurance. Upon request, either Party shall make available evidence showing the effectiveness of insurance in accordance with this Agreement and containing a provision that the insurance carrier will not cancel or change any policy of insurance issued pursuant to this Agreement without written notice to the other Party stating the effective date of the cancellation or change.

ARTICLE 11  
5

## INDEMNIFICATION

(a) CenturyLink agrees to indemnify, defend, and hold harmless Springville, its representatives, agents, employees, successors, and assigns, against and from any and all claims, demands, causes of action, damages, liabilities, costs (including without limitation reasonable attorneys' fees) and expenses, directly or indirectly resulting from or caused by: (1) the installation, maintenance, use, or removal of CenturyLink's equipment, including without limitation, those based upon CenturyLink's failure to secure any required consents, permits, or authorization from the owners of private property, other users, or governmental authorities to maintain its attachments on Springville's poles; (2) any act, omission, or negligence of CenturyLink, or any of its representatives, agents, or employees; (3) any detrimental effect upon, interruption, discontinuance, or interference with CenturyLink's service occasioned by any action by any licensed user.

(b) Springville agrees to indemnify, defend, and hold harmless CenturyLink, its representatives, agents, employees, successors, and assigns, against and from any and all claims, demands, causes of action, damages, liabilities, costs (including without limitation reasonable attorneys' fees) and expenses, directly or indirectly resulting from or caused by: (1) the installation, maintenance, use, or removal of Springville's equipment, including without limitation, those based upon Springville's failure to secure any required consents, permits, or authorization from the owners of private property, other users, or governmental authorities to maintain its attachments on CenturyLink's poles; (2) any act, omission, or negligence of Springville, or any of its representatives, agents, or employees; (3) any detrimental effect upon, interruption, discontinuance, or interference with Springville's service occasioned by any action by any licensed user.

(c) The above and foregoing indemnities shall apply with respect to any and all claims, demands, causes of action, damages, liabilities, costs, and expenses, except to the extent caused by the negligence or misconduct of Owner or any of its representatives, agents or employees, successors or assigns.

(d) Owner shall promptly notify the other Party, in writing, of any claim under this Article 11 and shall cooperate with such Party with respect to the settlement and/or defense of such claims.

ARTICLE 12  
REMOVAL OF ATTACHMENTS

(a) Upon notice from Owner to the attaching Party that the use of any pole or poles by the attaching Party is unauthorized or illegal, the permit insofar as it covers the use of such pole or poles shall immediately terminate and the attaching Party shall remove its attachments from such pole or poles.

(b) The attaching Party may, at any time, remove its attachments from a pole or poles of Owner and shall give Owner written notice of such removal in the form of Exhibit C.

ARTICLE 13  
ASSIGNMENT OF RIGHTS

(a) The attaching Party shall not assign, sell, lease, or in any a manner transfer any of the rights granted to it by this Agreement, without prior written consent of Owner, such consent may not be unreasonably withheld. The attempted assignment, transfer, lease, or sale by the attaching Party of any of the rights hereby granted without written consent of Owner shall constitute a breach of this Agreement, subject to the remedies set forth in Article 14. Notwithstanding anything to the contrary herein, the

attaching Party may assign this Agreement without the necessity of obtaining Owner's consent, to any person acquiring all or substantially all of its assets or stock; provided that such assignee has been duly authorized to provide the services described hereunder and provided further that the attaching Party shall notify Owner in writing, within thirty (30) days of such assignment.

(b) The terms and provisions of this Agreement shall be binding upon and extended to and inure to the benefit of the successors, assigns, and contractors and/or subcontractors of the the attaching Party.

#### ARTICLE 14 DEFAULTS AND REMEDIES

(a) If the attaching Party fails to comply with any of the provision of this Agreement, or is in default in any of its obligations under this Agreement, Owner shall provide thirty (30) days written notice to the attaching Party to correct such default. If the attaching Party fails to correct such default or noncompliance within thirty (30) days, or longer as mutually agreed to by the Parties, after said notice by Owner, Owner may, at its option, terminate this Agreement or terminate the permit covering the pole or poles as to which such default or noncompliance shall have occurred. In the event the Owner terminates this Agreement, in its entirety, the attaching Party shall have one hundred eighty (180) days, or longer as mutually agreed to by the Parties, within which to remove its attachments, and in the event that the attaching Party does not remove its attachments within said period, Owner may do so, the actual removal cost to be borne by the attaching Party.

(b) The rights and privileges of the attaching Party hereby granted shall not pass to any trustee, receiver, nor assignee for the benefit of its creditors or be otherwise transferable by operation of law. This Agreement shall terminate, at Owner's election, in the event of the liquidation or involuntary dissolution of the attaching Party, or in the event the attaching Party is adjudicated a bankrupt or insolvent, or if a receiver for the attaching Party's property is appointed and such receiver is not discharged or such appointment revoked within thirty (30) days after the date of the appointment of such receiver. Owner may terminate this Agreement by ten (10) days written notice to the attaching Party upon the happening of any one or more of the following events:

- (1) The making by Owner of any assignment for the benefit of creditors;
- (2) The taking of any action for the voluntary dissolution of the attaching Party; or
- (3) The filing by the attaching Party of a voluntary petition in bankruptcy;
- (4) The appointment of a receiver for the attaching Party.

(c) In the event either party shall be required to resort to litigation for the purpose of enforcing its rights under this Agreement, the judgment resulting from such litigation shall include an allowance for court costs and reasonable attorneys' fees, paid or incurred in connection with enforcing the terms of this Agreement.

#### ARTICLE 15 ENFORCEMENT

Failure by Owner to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any terms or conditions.

#### ARTICLE 16

## RIGHTS OF OTHER USERS

This Agreement shall not be construed as affecting the rights or privileges previously conferred by Owner, by contract or otherwise, to others not parties to this Agreement, to use any poles covered by this Agreement; and Owner shall have the right to continue and extend such rights and privileges. This Agreement shall not be construed as affecting or limiting the rights of Owner to make other and additional contracts with other persons, firms, or corporations for the joint use or rental of Owner's poles and facilities.

ARTICLE 17  
PAYMENT OF INVOICES

Invoices for expenses and other charges under this Agreement, including without limitation, amounts due under Article 3, shall be paid within forty-five (45) days after the invoice date. Nonpayment shall constitute a default of this Agreement if not paid within ten (10) days after written notice of such nonpayment by Owner to the other Party.

ARTICLE 18  
IDENTIFICATION OF EMPLOYEES AND AGENTS

In furtherance of the purpose of the laws, rules, and regulations relating to sabotage, espionage, and subversive activities, the attaching Party shall identify each of its employees and agents accessing Owner's poles and will require its contractors and/or subcontractors to have suitable means of identification for their employees who will have occasion to perform work on or about Owner's poles, wires, or other facilities. Upon written request of Owner, the attaching Party shall promptly remove or cause the removal of any employee, agent, or contractor from performing any work on or about Owner's poles, wires, or other facilities, found by the Owner to be unqualified or unfit for the performance of such work or who fails to comply with the terms of this Agreement.

ARTICLE 19  
FORCE MAJEURE

Neither Owner nor the attaching Party shall be liable for any delay for failure to perform its obligations under this Agreement, other than the payment of monies due, in the event of a Force Majeure occurrence. Force Majeure, as used herein, shall include, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, absence of necessary orders and permits of any kind which have been properly applied for, equipment, material, supplies, labor or machinery shortage, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, drought, arrest, war, civil disturbances, explosions, sabotage, injunction, blight, famine, blockade, quarantine, or any other similar cause or event not reasonably within the control of the party claiming the Force Majeure.

ARTICLE 20  
PREVENTION AND SATISFACTION OF LIENS

The attaching Party agrees that no lien shall attach to the property of Owner. The attaching Party, its subcontractors, servants, agents, or employees shall not file, assert, nor prosecute any mechanic's or materialman's liens against Owner or its property. The attaching Party, its subcontractors, servants, agents, or employees also shall not permit any mechanic's or materialman's liens to be filed,



assigned or prosecuted against Owner or its property.

ARTICLE 21  
NOTICES

Any notice required or permitted pursuant to this Agreement shall be given by certified mail, return receipt requested, addressed to:

Springville at:                 Springville City  
  Attention: City Administrator  
  110 South Main  
  Springville City, UT 84663

and CenturyLink at:       5454 W. 110<sup>th</sup> Street  
  Overland Park, KS 66211

Either party may, by like written notice at any time, designate a different address to which notices shall subsequently be transmitted to it.

ARTICLE  
22  
CONTRACTING

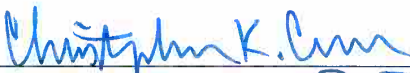
The attaching Party shall, as soon as practical after the execution of this Agreement, make available upon request the names of any contractors or subcontractors which the attaching Party proposes for any or various portions of the work to be performed in attaching its attachments to Owner's poles. Both Parties shall be fully responsible in accordance with the provisions of Article 10.

ARTICLE  
23  
COMPLIANCE WITH ORDINANCES, LAWS,  
RULES AND REGULATIONS

Both Parties, in the performance of their service obligations and in exercising the rights granted under any license issued to it by the other Party under this Agreement, shall, at all times, comply with all applicable ordinances, laws, rules, and regulations of any and all governmental authorities having jurisdiction and shall exercise such rights for lawful communication purposes only.

IN WITNESS WHEREOF, this Agreement had been executed by duly-authorized representatives of the Parties.

SPRINGVILLE CITY by:

  
\_\_\_\_\_  
WILFORD W. CLYDE, Mayor Pro Tem  
Christopher K Creer



Attest:

  
\_\_\_\_\_  
Kim Rayburn, City Recorder

QWEST CORPORATION  
D/B/A CENTURYLINK by:

  
\_\_\_\_\_  
Ken Barker, Director  
Real Estate Transactions

EXHIBIT A

PERMIT NO.  
APPLICATION AND PERMIT

To: Owner

In Accordance with the terms of the Pole Attachment License Agreement, dated \_\_\_\_\_, 201\_, \_\_\_\_\_ hereby applies for a permit to make attachments to the poles identified below. It has obtained all necessary consents or permits from private property owners and governmental authorities in accordance with Article 9 of the Pole Attachment License Agreement.

LOCATION

No. Poles Attached \_\_\_\_\_

By Title Licensee a permit is issued on \_\_\_\_\_ 201\_, to place the above described attachment(s) on the identified pole(s), subject to \_\_\_\_\_ acceptance of any changes or rearrangements detailed on the attached sheet, at an estimated cost of \$ \_\_\_\_\_ for rearrangements. Acceptance should be indicated on this form and returned to \_\_\_\_\_ within sixty (60) days from the date hereof, failing which the permission hereby granted permit shall automatically be revoked.

\_\_\_\_\_ by:  
\_\_\_\_\_  
Title \_\_\_\_\_

To: Owner

The above mentioned changes and rearrangements are accepted by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_, and the costs hereof will be paid to \_\_\_\_\_ in accordance with Article VI of the Pole Attachment License Agreement.

By \_\_\_\_\_  
Title \_\_\_\_\_

EXHIBIT B

NOTIFICATION OF ATTACHMENT BY ATTACHING  
PARTY

\_\_\_\_\_, 201\_

To: Owner

In accordance with the terms of Pole Attachment License Agreement, dated  
\_\_\_\_\_, 2014, pole attachment information is shown below:

Location \_\_\_\_\_  
(Street name)

Total Poles Attached \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Notice Acknowledged

\_\_\_\_\_, 201\_

By \_\_\_\_\_

Title \_\_\_\_\_

Owner  
Notice No. \_\_\_\_\_

EXHIBIT C

NOTIFICATION OF REMOVAL BY ATTACHING PARTY

To: Owner

In accordance with the terms of Pole Attachment License Agreement, dated \_\_\_\_\_, 2014, please cancel the Permit for the following pole(s) from which attachments(s) were removed on \_\_\_\_\_, 20\_\_.

Location \_\_\_\_\_  
(Street name)

Total Poles Discontinued \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_  
Attaching Party

Notice Acknowledged  
\_\_\_\_\_, 20\_\_