

JOINT POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2013 ("Effective Date") by and between SPANISH FORK CITY, a municipality, which operates its own electric utility, with offices located at 40 South Main, Spanish Fork, Utah 84660 (hereinafter referred to as "Spanish Fork"), 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 Street, Denver, CO 80202, (hereinafter referred to as "CenturyLink"). References in this agreement to Licensor and Licensee shall refer to either party interchangeably as the context may require.

WITNESSETH THAT:

WHEREAS, Spanish Fork and CenturyLink previously executed that certain "Joint Use Agreement", dated September 5, 1984, which governed the use of joint poles between the two parties. Now, Spanish Fork and CenturyLink desire to continue such joint use and to use other poles jointly in the future, when and where such joint use will meet either party's respective service requirements.

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, LICENSOR hereby grants to LICENSEE a revocable, nonexclusive license authorizing LICENSEE to place its Attachments on LICENSOR'S Poles. The licensee includes the right for the continued placement and maintenance of LICENSEE's Attachments previously attached to LICENSOR's Poles.

(b) No use of LICENSOR's Poles or payment of any fees or charges required under the Agreement shall vest in LICENSEE any property rights in said Poles, but LICENSEE shall have a mere license to place its Attachments on the Poles. LICENSOR is not 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 January, 2013 and, subject to the provisions of Article 14, shall continue in effect for a term of five (5) years (through December 31, 2017). 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 expiration of any such period.

(b) Upon 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 the termination of this Agreement to take effect and in such case, LICENSEE shall immediately remove its Attachments from all Poles of LICENSOR. If not removed within one hundred eighty (180) days, unless otherwise agreed to by LICENSOR, such Attachments shall be deemed to be abandoned, and may be removed by LICENSOR at the expense of LICENSEE.

ARTICLE 3 FEES AND CHARGES

LICENSEE shall pay to LICENSOR the sum of fifteen dollars (\$15.00) per pole per year for use of the Poles. Annual rental payments shall be based on the number of Poles on which there exists an Attachment of LICENSEE's as of December 31st of the preceding calendar year. Rather than both Parties issuing separate bills, the Party owning the greater number of Joint Use Poles shall show and calculate the amounts due for each Party and reduce the amount billed by the rental due the other Party, so that a net bill is issued. After the netting process, the predominant pole owner will prepare and forward either an invoice or a payment, whichever is appropriate. Notice of such amount due for any year that this Agreement is in effect shall be on or before February 1st of the succeeding calendar year. The annual rental fee shall be paid not later than forty-five (45) days after receipt of the invoice reflecting the number of Poles to which LICENSEE is attached. The above rental rate may be revised by either Party upon written notice to the other Party 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 of LICENSOR's Poles, LICENSEE shall make application to LICENSOR, 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 said 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, LICENSOR shall return to LICENSEE 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, LICENSEE shall not be required to make application for poles upon which LICENSEE is currently attached.

(b) LICENSOR 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 LICENSEE's use of the poles. LICENSEE shall have the right to occupy the space allotted by LICENSOR under the conditions and in accordance with the terms of this Agreement. LICENSEE shall remit initial payment upon receipt of LICENSOR'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 attached to 1,148 Poles of Spanish Fork. Spanish Fork is attached to 160 poles belonging to CenturyLink, for which credit shall be given at the same price CenturyLink pays to attach to the poles of Spanish Fork. The net number shall be multiplied by the amount set forth in Article 3 in order to determine the initial payment owed Spanish Fork for the use of its Poles.

(c) Subject to the other terms and conditions of this Agreement, after making attachment to Poles of LICENSOR, LICENSEE shall notify LICENSOR of the location and date of each Attachment, as set forth on the Notification of Attachment by LICENSEE Form attached hereto as Exhibit B or via an electronic notification system as agreed to by the Parties as further described in subsection (a) above.

(d) LICENSEE shall have the right to install service drops prior to, but still subject to, approval by LICENSOR. However, when LICENSEE installs service drops, LICENSEE must follow all procedures applicable to Attachments generally, except the application pertaining to the service drop must be submitted to LICENSOR no later than thirty (30) business days after installation.

ARTICLE 5 SPECIFICATIONS

LICENSEE's attachments on LICENSOR'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 LICENSOR'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 LICENSOR' municipal legislative body, any Federal, State, local or other governmental agency, or other authority having jurisdiction, and the reasonable rules and practices of LICENSOR set forth in this Agreement. In the event the two national codes conflict, LICENSOR shall have the right to designate which standards shall be met.

ARTICLE 6 PLACING AND MAINTAINING ATTACHMENTS

(a) LICENSEE 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 LICENSOR or other users, or interfere with the construction, operation, maintenance, or removal of facilities thereon. LICENSEE shall take all necessary precautions, by the installation of protective equipment or other means, to protect all persons and property against injury or damages occurring by reason of LICENSEE's attachments on LICENSOR's poles.

(b) LICENSEE shall, within sixty (60) days, at its own expense, upon written notice from LICENSOR, 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 LICENSOR in accordance with the terms of this Agreement. If there is a terminal or underground connection (riser) or equipment mounted on the pole, LICENSEE should be involved with LICENSOR in determining the placement of the new pole. In the case of an emergency, LICENSEE should have the opportunity to repair its attachments on the pole, however, if LICENSOR determines this will jeopardize its ability to provide service, LICENSOR may arrange to relocate, replace or renew the attachments placed on the poles by LICENSEE, 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 LICENSOR. LICENSEE shall, on demand, reimburse LICENSOR for the reasonable expenses so incurred.

(c) LICENSEE 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 LICENSOR'S approval so to do, all as prescribed in Article IV hereof. However, if LICENSEE is only changing the position of an existing Attachment, electronic notification to LICENSOR shall be sufficient.

ARTICLE 7 ALTERATIONS FOR LICENSEE'S ATTACHMENTS

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

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

(c) Because LICENSOR provides an essential service to the public, it reserves the right to make periodic inspections of LICENSEE's attachments to make certain that there is no impairment to its ability to provide service to its customers and LICENSEE shall pay LICENSOR its pro rata share of the reasonable costs of such inspections, provided that LICENSOR shall not make such inspections more often than once every five (5) years and shall provide written notice to LICENSEE of the periodic inspection unless, in LICENSOR's reasonable judgment, such inspections are required for reasons involving safety, maintenance of service, or where LICENSOR reasonably believes LICENSEE 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 LICENSEE's attachments are found on a pole for which no permit has been obtained, LICENSOR may impose a charge as condition to such attachments remaining on the pole. If LICENSEE fails to pay the charge, LICENSOR may remove the attachments and the expense of removal shall be borne by LICENSEE. 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 change, 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. Any such charge imposed by LICENSOR 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, LICENSEE 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 LICENSOR'S RIGHTS AND SERVICE RESPONSIBILITIES

LICENSOR 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. LICENSOR shall not be liable to LICENSEE for any interruption to service of LICENSEE or for interference with the operation of the attachments of LICENSEE arising in any manner out of the use of LICENSOR's poles, except in cases of any negligence or willful misconduct by LICENSOR. Nothing in this Agreement shall be construed to obligate LICENSOR to grant LICENSEE permission to use any particular pole or poles.

ARTICLE 9 RIGHTS-OF-WAY AND PERMITS FOR LICENSEE'S 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 LICENSEE to place or maintain its attachments upon the poles of LICENSOR. Where required to do so, LICENSEE shall secure any required consents, permits, or other appropriate authorization from such owners, users, or governmental authorities and upon written request of LICENSOR shall furnish to LICENSOR evidence of the procurement of such authorizations.

(b) Upon written notice from LICENSOR to LICENSEE 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 LICENSEE's attachments shall be removed.

ARTICLE 10 LIABILITY AND DAMAGE RESPONSIBILITIES

(a) Both parties shall exercise all reasonable precautions to avoid damage to facilities of the other Party and other authorized users of its poles and hereby assumes all responsibilities and liabilities for any and all loss for such damage caused by the other Party or by any of its employees or agents.

(b) Without limiting its liabilities, each Party shall at times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a minimum "Best's" rating of A- VII and licensed to do business in the state.

Each Party shall require its subcontractors and agents who provide work under this Agreement to maintain the same insurance.

(1) Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use), including coverage for premises-operation, products/completed operations and contractual liability coverage. The limits of insurance shall not be less than:

Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/Op Agg	\$2,000,000

(2) Worker's Compensation insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee entering onto any site in connection with this Agreement, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$1,000,000 each accident.

(3) Business Automobile Liability insurance covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles used in connection with this Agreement, will limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

(4) Excess/Umbrella Liability Insurance: \$5,000,000 each occurrence

The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. Each Party shall provide to the other Party evidence of such insurance upon execution of this Agreement and upon any renewal of such insurance during the term (a copy of CenturyLink's Memorandum of Insurance can be located at www.centurylink.com/moi). The certificate(s) or evidence of insurance shall provide that (i) the other Party (and its participating affiliates) be included as additional insured as their interest may appear with respect to insurance provisions (1), (3), and (4) of this Agreement; (ii) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by the other Party.

ARTICLE 11 INDEMNIFICATION

(a) Both Parties agree to indemnify and hold harmless the other Party, 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 the other Party's equipment, including without limitation, those based upon either Party'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 LICENSOR's

poles; (2) any act, omission, or negligence of either Party, or any of its representatives, agents, or employees; (3) any detrimental effect upon, interruption, discontinuance, or interference with either Party's service occasioned by any action by LICENSOR or any other licensed user.

(b) 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 LICENSOR or any of its representatives, agents or employees.

(c) Both parties shall, upon demand and at its own risk and expense, defend any and all such suits, actions, or other legal proceedings which may be brought or instituted against the other Party, its successors or assigns, on any such claim, demand, or cause of action; and shall pay and satisfy any judgment or decree which may be rendered against the other Party, its successors or assigns.

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

ARTICLE 12 REMOVAL OF LICENSEE'S ATTACHMENTS

(a) LICENSOR reserves the right, without liability to LICENSEE or its subscribers, to discontinue the use of, remove, replace, or change the location of any of its poles regardless of LICENSEE's use of said poles and LICENSEE shall at its sole cost and within ninety (90) days after written notice by LICENSOR, remove its attachments as shall be required by LICENSOR unless LICENSEE's failure to remove is related to a delay in appropriate authorization(s) from a governmental entity or private individual outside of LICENSEE's control. Then, such time shall be extended as may be mutually agreed upon by LICENSOR and LICENSEE. LICENSOR and LICENSEE will mutually agree on the new location when possible. If no such agreement can be reached, LICENSOR shall, to the extent possible, place the new pole in a manner that will permit both parties to transfer their equipment without unnecessary expense. If LICENSOR discontinues the use of a pole and does not remove the pole, LICENSEE shall acquire from LICENSOR the old pole(s) via mutually agreeable terms set forth in a bill of sale.

(b) In the event there arises a need by LICENSOR to expedite the removal of a pole and its attachments in less than the standard ninety (90) days as stated in subsection (a), LICENSOR shall provide Notice in writing to LICENSEE of the critical nature of such need for an expedited removal of the attachments. Upon receipt of such Notice, LICENSEE shall remove the designated attachments within thirty (30) days or within an agreed upon time frame.

(c) Whenever any right-of-way consideration or any city, county, or state regulation makes relocation of a pole necessary, LICENSEE shall bill the party requiring the relocation for the expense of relocating its attachments.

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

(e) LICENSEE may, at any time, remove its attachments from a pole or poles of LICENSOR and shall give LICENSOR written notice of such removal in the form of Exhibit C.

ARTICLE 13 ASSIGNMENT OF RIGHTS

(a) LICENSEE 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 LICENSOR, which shall not be unreasonably withheld, delayed, or denied. The attempted assignment, transfer, lease, or sale by LICENSEE of any of the rights hereby granted without written consent of LICENSOR shall constitute a breach of this Agreement by LICENSEE, subject to the remedies set forth in Article 14. Notwithstanding anything to the contrary herein, LICENSEE may assign this Agreement without the necessity of obtaining LICENSOR'S consent, to any person acquiring all or substantially all of LICENSEE'S assets or stock; provided that such assignee has been duly authorized by to provide the services described hereunder and provided further that LICENSEE shall notify LICENSOR 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 LICENSEE.

ARTICLE 14 DEFAULTS AND REMEDIES

(a) If LICENSEE fails to comply with any of the provisions of this Agreement, or is in default in any of its obligations under this Agreement, LICENSOR shall provide thirty (30) days written notice to LICENSEE to correct such default. If LICENSEE fails to correct such default or noncompliance within thirty (30) days or longer, as may be mutually agreed to by the Parties, after said notice by LICENSOR to LICENSEE, LICENSOR 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 LICENSOR terminates this Agreement, in its entirety, LICENSEE shall have one hundred eighty (180) days, or longer, as may be mutually agreed to by the Parties, within which to remove its attachments, and in the event that LICENSEE does not remove its attachments within said period, LICENSOR may do so, the removal cost to be borne by LICENSEE.

(b) The rights and privileges of LICENSEE hereby granted shall not pass to any trustee, receiver, nor assignee for the benefit of creditors of LICENSEE or be otherwise transferable by operation of law. This Agreement shall terminate, at LICENSOR's election, in the event of the liquidation or involuntary dissolution of LICENSEE, or in the event LICENSEE is adjudicated a bankrupt or insolvent, or if a receiver for LICENSEE'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. LICENSOR may terminate this Agreement by ten (10) days written notice to LICENSEE upon the happening of any one or more of the following events:

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

(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 LICENSOR 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 LICENSOR, by contract or otherwise, to others not parties to this Agreement, to use any poles covered by this Agreement; and LICENSOR 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 LICENSOR to make other and additional contracts with other persons, firms, or corporations for the joint use or rental of LICENSOR'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 LICENSOR to LICENSEE.

ARTICLE 18
IDENTIFICATION OF LICENSEE'S EMPLOYEES AND AGENTS

In furtherance of the purpose of the laws, rules, and regulations relating to sabotage, espionage, and subversive activities, LICENSEE shall identify each of its employees and agents accessing LICENSOR'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 LICENSOR's poles, wires, or other facilities. Upon written request of LICENSOR, LICENSEE shall promptly remove or cause the removal of any employee, agent, or contractor from performing any work on or about LICENSOR's poles, wires, or other facilities, found by the LICENSOR 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 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

LICENSEE agrees that no lien shall attach to the property of LICENSOR. LICENSEE, its subcontractors, servants, agents, or employees shall not file, assert, nor prosecute any mechanic's or materialman's liens against LICENSOR or its property. LICENSEE, its subcontractors, servants, agents, or employees also shall not permit any mechanic's or materialman's liens to be filed, assigned or prosecuted against LICENSOR 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:
to Spanish Fork at:

Spanish Fork City
Attention: City Manager
40 South Main
Spanish Fork, UT 84660

and to CenturyLink at:

Field Contact:
CenturyLink
Attn: Donnie Peat
Joint Use Manager
125 S. Las Vegas Blvd.
Las Vegas, NV 89101
1-702-244-4816
donald.p.peat@centurylink.com

Contract Notices:
Qwest Corporation d/b/a CenturyLink
Attn: Real Estate Manager
600 New Century Parkway
RETA 2C Core
New Century, KS 66031

With a copy of any Default Notices (which alone will not constitute notice):
CenturyLink Law Department
1801 California Street
Mailstop: 2310550900-B10.05
Denver, CO 80202
Attn: Network Legal Group

Invoices:	Payments:
CenturyLink	CenturyLink
700 W. Mineral Ave.	P.O. Box 2348
NM M30.13	Seattle, WA 98111
Littleton, CO 80120	

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

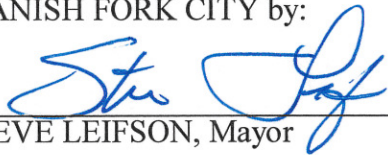
LICENSEE shall, as soon as practical after the execution of this Agreement, make available upon request the names of any contractors or subcontractors which the LICENSEE proposes for any or various portions of the work to be performed in attaching LICENSEE's attachments to LICENSOR's poles. Both Parties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

ARTICLE 23 LICENSEE'S 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.

SPANISH FORK CITY by:


STEVE LEIFSON, Mayor

*Attest:
Kent R. Clark
City Recorder*

QWEST CORPORATION D/B/A CENTURYLINK
by:

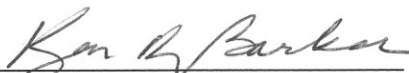

KEN K. BARKER, Director
Real Estate Transactions & Analysis



EXHIBIT A PERMIT NO.
APPLICATION AND PERMIT

To:

In Accordance with the terms of the Pole Attachment License Agreement, dated
, 2014, _____ 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 Licensee's acceptance of any changes or detailed on the attached sheet, at an
estimated cost of \$, for Licensor's rearrangements. Acceptance should be indicated on this
form and returned to Licensor within sixty (60) days from the date hereof, failing which the
permission hereby granted permit shall automatically be revoked.

Spanish Fork City by:

Title _____

To:

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

By _____

Title _____

EXHIBIT B

NOTIFICATION OF ATTACHMENT BY LICENSEE

_____, 201_

To:

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 _____

Licenser
Notice No. _____

EXHIBIT C
NOTIFICATION OF REMOVAL BY LICENSEE

To:

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 _____
Licensee

Notice Acknowledged

_____, 20__