

**AGREEMENT FOR
JOINT USE OF POLES
BETWEEN**

**CITY OF GAINESVILLE, FLORIDA
D/B/A Gainesville Regional Utilities
AND**

**COXCOM, INC.
D/B/A Cox Communications Gainesville/Ocala**

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GENERAL AGREEMENT FOR JOINT USE OF POLES

The City of Gainesville, Florida, D/B/A Gainesville Regional Utilities (hereinafter called "GRU"), and CoxCom, Inc., D/B/A Cox Communications Gainesville/Ocala (hereinafter called "Cox Communications"), desire to cooperate in the joint use of poles, erected or to be erected within the areas in which both Parties render service in the State of Florida. Joint use of poles shall be permitted and promoted, whenever and wherever such use shall, in the estimation of both Parties, be compatible with their respective needs. The Parties, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves to the following:

ARTICLE I

SCOPE OF AGREEMENT

This Agreement shall be in effect in areas in which both of the parties render service in the State of Florida, and shall cover all poles of the Parties now existing or hereafter erected, when said poles are brought under this Agreement in accordance with the procedure hereinafter provided. Poles which carry, or are intended to carry circuits of such a character that in GRU's judgment makes joint use of such poles undesirable, shall be excepted from this Agreement. Both Parties agree that they shall not locate any pole or poles in a pole route previously established by the other Party, unless otherwise agreed to in writing.

ARTICLE II

EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms when used herein shall have the following meanings:

ANCHOR: a metal plate or screw placed in the ground to provide a counter load to the stringing tensions of Cox Communications and/or GRU's plant. Anchors, rods, and guys (the anchor system) shall be of sufficient size to hold the load placed on it and shall at all times meet the requirements of the National Electric Safety Code.

ATTACHMENT: any wire, cable, strand, material or apparatus affixed to a joint use pole now or hereafter used by either Party in the construction, operation or maintenance of its plant.

CHANGE IN CHARACTER OF CIRCUITS: any change desired by either Party of its circuits on joint use poles which might make continued joint use undesirable.

CODE: means the National Electrical Safety Code (NESC), as it refers to the American National Standards Institute Standard ANSI C-2, and to any revisions thereof.

GUY POLES: Structures that transfer conductor loads to anchors.

INJURIES: include death, personal injury and property damage or destruction.

INSTALLED COST: the entire current cost of placing a bare pole and electrical ground, including material, labor, equipment, and overheads.

JOINT USE POLE: a pole used to provide common support and clearance of supply and communications conductors, constructed in accordance with the requirements of the NESC at the time joint use is established.

LICENSEE: Cox Communications

LICENSOR: GRU

NEUTRAL ZONE: the minimum separation as prescribed by Code to separate "neutral" conductor (or equivalent) from the closest Cox Communications or Telephone Company attachment on a pole.

NOTICE: the Parties have determined that the use of an electronic notification system shall expedite attachment application, transfer, and abandonment processes. Therefore the Parties agree to use for those purposes electronic correspondence which can be documented (such as the "National Joint Utilities Notification System"). The Parties shall develop mutually acceptable formats for the transfer of such information.

POLE OR POLES: used singular and plural.

PREMATURE RETIREMENT VALUE: sometimes referred to as unamortized value, shall mean the present installed cost of the existing pole depreciated on a 30-year average life and a straight line depreciation from year of installation to year of removal.

REARRANGING: moving attachments from one position to another on a pole.

RELOCATING: changing the location of an existing pole by removing and reinstalling the pole in a new location or installing a new pole in the new location and removing the existing pole.

REPLACING: installing a new pole in close proximity to an existing pole and removing the existing pole.

RIGHT-OF-WAY: the legal right to use the property of another.

SALVAGE VALUE: the depreciated material value of the removed pole less handling costs.

SECONDARY POLE: structures that support GRU's low voltage electric service conductors.

STANDARD JOINT USE POLE: means a forty five (45) foot wood or concrete pole as classified by the pole classification tables of the American National Standard Institute. The primary reason for the establishment of a "Standard Joint Use Pole" is to define the "Standard Space Allocation" for the Parties on GRU's most common pole. The minimum pole shall be no smaller than thirty-five (35) foot class wood pole, unless otherwise agreed.

STANDARD SPACE ALLOCATION: is the space assigned to each Party to construct its attachments on a joint use pole. This allocation is dependent upon the size of each pole. Exhibit "A" of this Agreement illustrates the space allocation for a "Standard Joint Use Pole".

TRANSFERRING: removing attachments from one pole and placing them on another.

UNALLOCATED SPACE: part of a pole not included in standard space allocation.

ARTICLE III

SPECIFICATIONS

The joint use of the poles covered by this Agreement shall at all time conform to the requirements of the National Electrical Safety Code, as revised from time to time, except where the lawful requirements of public authorities may be more stringent, in which case the latter shall govern.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the National Electrical Safety Code, shall, when accepted in writing by both Parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles.

In those cases where GRU is cited by the Florida Public Service Commission (FPSC) for NESC violations which are the fault of Cox Communications, GRU may assess Cox Communications an Administrative Fee of \$100.00 per violation provided that all terms and conditions of this Agreement had been extended to Cox Communications. GRU shall notice Cox Communications of the deficiencies and Cox Communications shall remedy each construction deficiency within sixty (60) days. Failure to do so shall constitute default

and GRU shall cause the deficiencies to be remedied at Cox Communication's sole expense without prior consent.

ARTICLE IV

CONDITIONS FOR USE OF SPACE

Allocated pole space may, without additional charge, be used by the Party to which it is not allocated for the purpose of installing and maintaining vertical attachments (such as, but not limited to, ground wires, gang-operated switch control rods and underground risers) if the proposed use is authorized by the terms of the Code and such use does not preclude the use of the space by the Party to which such space is allocated. Such vertical attachment(s) shall be placed on a quarter section of the pole (if possible) in a manner which shall not obscure pole identification and other markings. If Code provisions cannot be met, billing for the required modifications shall be done in accordance with Article X.

So long as the provisions of the Code are met, unallocated space may be used for vertical runs and/or the mounting of equipment or attachments by either Party. Such vertical attachment(s) shall be placed on a quarter section of the pole (if possible) in a manner which shall not obscure pole identification and other markings. If code provisions cannot be met, billing for the required modification shall be in accordance with Article X.

When placing, transferring or rearranging attachments:

1. Except as herein otherwise expressly provided, each Party shall at all times perform such work as promptly as possible under existing circumstances and in such manner as not to interfere with the pole work being done by, or the public service being furnished by, the other Party. Each Party shall notice the other immediately upon completion of such work.
2. Each Party shall, at its own expense, place, transfer, and rearrange its own attachments, including guys and anchors to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall supply and install separate anchors for its own system, unless otherwise agreed.

Costs in connection with establishing joint use of existing poles, including any necessary pole replacements, shall borne by the Parties hereto in the manner provided in Article X.

All fiber optic cables installed by either Party shall be clearly identified as to its owner on every third (3rd) pole unless the fiber cable is lashed or otherwise attached to readily identifiable existing infrastructure (such as aluminum sheathed coaxial cable). Such marking shall be physically attached to the cable and not to the pole.

ARTICLE V

JOINT USE OF EXISTING POLES

Whenever Cox Communications desires to place its initial attachments on any pole owned by GRU, Cox Communications shall first make application to GRU. The application shall specify the location of the pole in question, and the number and character of the circuits to be placed thereon. Cox Communications shall make no attachments unless, and until, GRU grants permission to make the requested attachments. Such permission shall not be unreasonably denied.

Upon receipt of notice from GRU that the subject pole is not among those excluded and after the completion of any facility transfer or rearrangement required to accommodate attachment to said pole, including any necessary pole replacement, Cox Communications, as Licensee hereunder, shall have the right to use said pole for attachments and circuits of the character specified in its application, in accordance with the terms of this Agreement. Verbal notices may be given in cases deemed necessary by either Party. However, a verbal notice shall not excuse compliance with the requirement to confirm the notice through the defined notice mechanism.

If any Cox Communications attachment is found on a GRU pole without benefit of documented permission to make such attachment, GRU, without prejudice to its other rights or remedies under this Agreement or otherwise, may impose a charge of \$100.00 to cover administrative expenses. It is the desire of both Parties to use this charge as a tool to encourage and reinforce the use of the application/approval process.

Attachments placed by Cox Communications without application and approval shall, in any event, bring such pole under the terms of this Agreement. However, GRU shall have the right to require Cox Communications to remove at its sole expense any such attachments from any pole judged unsuitable for joint-use as provided in Article I. Should Cox Communications fail to remove such attachments within sixty (60) days of GRU's desist notice, such failure shall constitute default and GRU shall cause the attachments to be removed by a qualified CATV contractor at Cox Communications' sole expense without prior consent.

Whenever any pole proposed to be jointly used under the provision of this Agreement is insufficient in height or strength for the existing or proposed attachments or when additional poles are required, GRU shall replace such pole or add such additional poles of the necessary height and strength and shall make such other changes in the existing pole line in which such poles are included as the conditions may then require.

Cox Communications shall place its own attachments on the new joint use poles and place guys and anchors to sustain any unbalanced loads caused by its attachments.

The cost to establish the joint use of existing poles shall be borne by the Parties hereto in the manner provided in Article X.

ARTICLE VI

ESTABLISHING JOINT USE OF NEW POLES

Whenever GRU is required to install or replace poles covered by this Agreement, either as an additional pole line, as an extension of an existing pole line, or in the reconstruction of an existing non-joint use pole line, and such poles are not excluded from joint use under the provisions of Article I, GRU shall notify Cox Communications of the proposed construction and shall submit with such notice its plans showing the proposed location and character of the new poles and the character of circuits it shall use thereon. Verbal notice may be given in cases deemed necessary by either Party. However, a verbal notice shall not excuse compliance with the requirement to confirm the notice through the defined notice mechanism.

Within twenty (20) days after the receipt of such a construction notice, Cox Communications shall reply stating whether it does or does not desire to construct attachments on the poles in question. The reply should also state the number and the character of the circuits proposed to be placed on the new poles. If the character and number of circuits and attachments does not exclude the poles from joint use under the provisions of Article I, poles suitable for joint use shall be erected. Cox Communications shall make no attachments unless and until GRU issues permission. Such construction should be completed so as to not adversely affect the service requirements of either Party. The completion date should be mutually acceptable to both Parties.

If any Cox Communications attachment is found on a GRU pole without benefit of documented permission to make such attachment, GRU, without prejudice to its other rights or remedies under this Agreement or otherwise, may impose a charge of \$100.00 to cover administrative expenses. It is the desire of both Parties to use this charge as a tool to encourage and reinforce the use of the application/approval process.

Attachments placed by Cox Communications without benefit of proper application and approval shall, in any event, bring such pole under the terms of this Agreement. However, GRU shall have the right to require Cox Communications to remove at its sole expense any such attachments from any pole judged unsuitable for joint-use as provided in Article I. Should Cox Communications fail to remove such attachments within sixty (60) days of GRU's desist notice, such failure shall constitute default and GRU shall cause the attachments to be removed by a qualified CATV contractor at Cox Communications' sole expense without prior consent.

Each Party shall place its own attachments on the new joint-use poles and place guys and anchors to sustain any unbalanced loads caused by its attachments. Each Party shall

execute its work promptly and in such manner as not to interfere with the service of the-other Party.

Costs in connection with establishing joint use of new poles shall be borne by the parties hereto in the manner provided in Article X.

ARTICLE VII

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

GRU and Cox Communications shall cooperate as far as may be practicable in obtaining rights-of-way for both parties on joint use poles. Before placing any attachments, however, Cox Communications shall obtain any public or private consents and grants that may be necessary for the use by it of such pole or poles and, when required by GRU, make proper manifest thereof. No guarantee is given by GRU of permission from property owners, municipalities, or others for the use of its poles by Cox Communications. If objection arises to the placement of Cox Communications' attachments on any such joint use poles, Cox Communications must satisfactorily remedy the situation or remove its attachments from GRU's poles within sixty (60) days. Should Cox Communications fail to remove its attachments, such failure shall constitute default and GRU shall cause the attachments to be removed by a qualified CATV contractor at Cox Communications' sole expense without prior consent.

Where reasonably practicable, GRU shall provide the initial clearing of the right of way sufficient for both Parties when constructing a new joint use pole line. Any and all additional trimming required for side clearance, etc. shall be the responsibility of each Party for its own circuits. Subsequent cyclical trimming requirements shall be the responsibility of each Party for its own circuits, unless otherwise agreed in writing.

ARTICLE VIII

MAINTENANCE OF POLES AND ATTACHMENTS

GRU shall, at its own expense, maintain its joint use poles in a safe and serviceable condition, including any tree trimming related strictly to the preservation of pole integrity, in accordance with Article III, and shall replace, subject to the provisions of Article X, poles that become defective, in whole or in part. If, after proper notification of defect, GRU does not execute the required remedial construction or maintenance activity within sixty (60) days and GRU does not refute the receipt of notification, Cox Communications may cause to have such necessary construction or maintenance activity executed by a qualified electrical contractor at GRU's sole expense without prior consent.

Whenever it is necessary to relocate, replace, or abandon a joint use pole, GRU shall, before initiating construction, give notice to Cox Communications specifying in such notice the time and nature of the proposed construction requirements. In case of emergency and/or customer request, verbal notice may be given in cases deemed necessary by either Party. However, a verbal notice shall not excuse compliance with the requirement to confirm the notice through the defined notice mechanism.

Each Party shall, at its own expense, maintain, rearrange, transfer, and remove all of its attachments in accordance with the specifications mentioned in Article III and subject to the provisions of Article X. Upon completion of relocation or replacement work by GRU, which requires the subsequent transfer of Cox Communications' attachments, GRU shall provide notice to Cox Communications that such transfers can be executed. Cox Communications' transfer and/or removal work shall be completed within sixty (60) days of such notice.

If Cox Communications fails to complete the required transfer work within the time allocated, GRU may, at its sole discretion, exercise one of the following options:

1. GRU shall grant a finite time extension within which Cox Communications shall complete the required work.
2. GRU shall cause the transfer of Cox Communications' attachments by a qualified CATV contractor at Cox Communications' sole expense without prior consent.
3. GRU shall notice Cox Communications of an immediate transfer of pole ownership. GRU shall execute such instruments as may be necessary to transfer such rights so far as the same can be legally transferred. Cox Communications shall pay GRU the premature retirement value of said pole. Responsibility for the removal and disposal of the pole shall therefore become the sole responsibility of Cox Communications, the new Owner.

When replacing a joint use pole, the new pole shall be installed in close proximity to the existing pole unless special conditions make it necessary to set it in a different location. The Parties hereby agree to evaluate the cost effectiveness of utilizing a "cut and kick" approach to effect the replacement of joint use poles which have underground risers attached.

Each Party shall be responsible for the establishment and maintenance of effective equipment grounding and/or bonding for their equipment and system. The pole ground conductor and earth ground system (ground rod, etc.) shall be made available for use by both Parties and shall normally be installed in conjunction with the pole by the owner. The frequency of installation and the physical location of grounding facilities shall be mutually agreed upon by the Parties prior to construction. Extraordinary and/or subsequent grounding requirements shall be the responsibility of the Party which requires the additional grounding.

The Parties hereby agree that a cooperative approach shall be taken in solving Radio Frequency Interference (RFI) problems and Television Interference (TVI) problems, etc.

ARTICLE IX

ABANDONMENT OF JOINTLY USED POLES

The Parties recognize that from time to time it shall be necessary to convert overhead infrastructure to underground. This fact reflects the will of the citizens of Gainesville. Such decisions are not taken lightly by either Party for the relative costs are significant to each. However, economic reality shall not always persevere. The Parties agree to work in a cooperative and open manner to insure that infrastructure conversions are constructed as economically as possible. Advanced planning is essential to controlling cost. When practicable, GRU shall give Cox Communications a sixty (60) day or greater project notice for all conversion projects initiated by GRU. Furthermore, GRU shall make available to Cox Communications a schedule of planned conversion projects. Cox Communications is encouraged to consult with GRU on the status of its existing pole plant prior to the start of significant system upgrades. Cox Communications is further encouraged to participate with GRU and the City of Gainesville in the development of a sound utility infrastructure conversion process.

Upon receipt of notice that GRU has abandoned its poles without provision to grant Cox Communications option of ownership, Cox Communications shall complete the removal of its pole attachments within sixty (60) days. If Cox Communications fails to complete the required removal work within the time allocated, GRU may, at its sole discretion exercise either of the following options:

1. GRU shall grant a finite time extension within which Cox Communications shall complete the required work.
2. GRU shall cause the removal of Cox Communications' attachments by a qualified CATV contractor at Cox Communications' sole expense without prior consent.

Upon receipt of notice that GRU has abandoned its poles with provision to grant Cox Communications option of ownership, Cox Communications shall elect one of the following options:

1. Assume ownership of the poles immediately upon notice from GRU that its construction activity has been completed. Cox Communications shall pay GRU the premature retirement value of said pole. GRU shall execute such instruments as may be necessary to transfer such rights so far as the same can be legally transferred. Responsibility for the eventual removal and disposal of the pole shall therefore become the sole responsibility of Cox Communications, the new Owner.
2. Complete its transfer and/or removal work within sixty (60) days of the abandonment notice.

If Cox Communications fails to complete the required transfer work within the time allocated, GRU may, at its sole discretion exercise one of the following options:

1. GRU shall grant a finite time extension within which Cox Communications shall complete the required work.
2. GRU shall cause the transfer of Cox Communications' attachments by a qualified CATV contractor at Cox Communications' sole expense without prior consent.
3. GRU shall notice Cox Communications of an immediate transfer of pole ownership. GRU shall execute such instruments as may be necessary to transfer such rights so far as the same can be legally transferred. Cox Communications shall pay GRU the premature retirement value of said pole. Responsibility for the removal and disposal of the pole shall therefore become the sole responsibility of Cox Communications, the new Owner.

ARTICLE X

DIVISION OF COSTS

A. New Construction:

1. The installed cost of joint use poles shall be borne by GRU.

B. Existing Conditions:

1. The cost to replace an existing non-defective pole unsuitable for joint-use shall be borne by Cox Communications and shall include:
 - (a) the cost to install the new pole, plus
 - (b) the cost to remove the old pole, plus
 - (c) the cost to transfer GRU's existing attachments, plus
 - (d) the premature retirement value of the existing pole, less
 - (e) a credit equal to the salvage value (if any) of the existing pole.
2. The cost to replace an existing defective pole unsuitable for joint-use shall be borne by GRU.
3. The cost to place an intermediate pole, which is required solely by Cox Communications, shall be borne by Cox Communications and shall include:
 - (a) the cost to install the new pole, plus
 - (b) the cost to attach GRU's facilities to the intermediate pole(s)

Note: The intermediate pole should at minimum conform to the height and class of the adjacent existing poles.

4. The cost to place an intermediate pole, which is required by both parties, shall be borne by GRU.

C. Alternatives:

When less costly rearrangements can be performed by either Party which would defer the cost of replacing a pole, those rearrangements may be made at the discretion of the affected Party. The associated cost shall be borne by the Party requesting such rearrangements. These costs do not apply to rearrangements required to permit the full use of allocated space as outlined in Article II.

D. Transfer of Attachments:

Should GRU elect to transfer elements of Cox Communications' facilities, and Cox Communications agrees to have such work performed by GRU, such transfers shall be limited to simple tangent structure attachments and service drops. In no case shall GRU transfer underground risers or amplifier facilities nor shall GRU assume any obligation to transfer any of Cox Communications' attachments.

E. Premature Retirement Values:

Appendix "A", attached hereto, and titled "Premature Retirement Values" is to be used in determining retirement costs reference above.

F. Installed Costs:

Appendix "B", attached hereto, and titled "Installed Costs" is to be used in determining construction and transfer costs referenced above.

G. Ownership Rights:

Any payments made by Cox Communications under the foregoing provisions of this article shall not entitle Cox Communications to ownership of any part of said pole.

H. Negligence:

Each Party shall bear the actual cost of repairing damages to the other Party's facilities occasioned by its negligence or the negligence of anyone acting on its behalf.

I. Provision of Other Services:

Each Party shall bear the total costs of services provided for one Party by the other Party which have not been specifically stated in this or other articles of this

Agreement, when such services are consented to by the Party for whom the services are performed.

ARTICLE XI

PROCEDURE WHEN CHARACTER OF CIRCUITS IS TO BE CHANGED

Should GRU elect to increase its primary distribution voltage to 34.5kV (phase to phase) or higher on jointly used poles, GRU shall give Cox Communications not less than ninety (90) days notice of the planned change. The cost of construction required to satisfy ARTICLE III, Specifications, for the character of circuits contemplated, shall be borne by the Parties as provided for in Article X.

ARTICLE XII

RENTALS

- A. Pole attachments fees shall be payable annually. GRU shall invoice Cox Communications immediately following the start of the calendar year. The attachment fee payable in 1998 is \$14.32 per pole. The attachment fee shall be adjusted annually after 1998, subject to a cap equal to the National Blended CPI released by the Bureau of Labor and Statistics for the twelve month period ending September 30th of the previous year. The invoice shall be payable within thirty (30) days. In the event any invoice for pole attachment fees is not paid within sixty (60) days, an annual interest rate of 8%, compounded monthly, shall be applied to any unpaid balance.
- B. The annual pole attachment invoice shall be based upon the number of poles to which Cox Communications has attached (inclusive of guy and secondary poles) as of December 1st of the previous year.
- C. GRU shall complete an inventory of poles and attachments in 1999 and periodically thereafter. The results of the 1999 inventory shall be used to adjust each Party's records and shall further be used as the baseline count for all purposes of this Agreement. Until such time that the 1999 inventory information is available, GRU and Cox Communications agree that the number of GRU poles to which Cox Communications is attached is 14,094. All attachments discovered in the 1999 field survey shall be grandfathered into this Agreement and shall not be subject to the \$100 Administration Fee associated with unauthorized attachments.
- D. Adjustments to the number of pole attachments resultant from subsequent inventories shall be distributed evenly across all pole attachment invoices rendered between the latest survey and the previous one. However, should Cox Communications produce documentation that defines the year within which the discovered (or found) pole

attachments were made, the actual year of attachment shall be used to adjust all affected invoices. Upon completion of these adjustments, GRU shall then submit an invoice to Cox Communications for the additional attachments. The invoice shall also include an interest rate of 8% compounded annually for all payments due and shall be payable within sixty (60) days.

ARTICLE XIII

DEFAULTS

If either Party defaults in any of its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other Party, the Party not in default may suspend the rights of the Party in default insofar as concerns the granting of the future joint use. Furthermore, if such default shall continue for a period of thirty (30) days after such suspension, the Party not in default may terminate this Agreement in its entirety.

If either Party defaults in the performance of any work it is obligated to do under this Agreement, the other Party may elect to do such work without prior consent. The Party in default shall reimburse the other Party for the cost thereof and any costs incurred in enforcing this Agreement, including attorney's fees, court costs and costs of preparation for trial. Failure on the part of the defaulting Party to make such payment within thirty (30) days upon presentation of bills, therefore shall, at the election of the other Party, constitute a default under the preceding paragraph of this Article XIII.

Notices prescribed in this article shall be originated by the Assistant General Manager/ Energy Delivery for GRU or the General Manager for Cox Communications, or their respective successors or designees.

ARTICLE XIV

THIRD PARTY RIGHTS

Attachments by third parties, including legally franchised utilities, shall be granted only by GRU. Nothing contained within this Agreement shall be construed as affecting GRU's rights or privileges to grant such attachments. GRU shall not grant to any third party rights to overlash or attach to Cox Communications' facilities. Rental or attachment revenues earned in connection with third party and legally franchised utilities shall accrue to GRU. Revenue from electric services furnished to such third party attachments shall accrue to GRU.

Where governmental regulations require GRU to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Article.

ARTICLE XV

ASSIGNMENTS OF RIGHTS

Except as otherwise provided in this Agreement, Cox Communications shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of GRU. Such consent shall not be unreasonably withheld.

ARTICLE XVI

WAIVER OF TERMS OR CONDITIONS

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

ARTICLE XVII

LIABILITY AND DAMAGES

Each Party shall, to the fullest extent permitted by law, indemnify and hold harmless the other Party from and against any and all liabilities, lawsuits, penalties, demands, claims, damages, losses and expenses, including but not limited to attorneys' fees, including those of all appeals, which may arise out of or result from the indemnifying Party's exercise of the rights related to the joint use of poles under this Agreement, except to the extent of the negligence of the indemnified Party. It is the express intent of the Parties to this Agreement that, in situations involving the joint or concurrent negligence of both Parties, each Party's liability to the other as indemnitor shall be commensurate with that party's degree of negligence. Any interpretations regarding this Agreement or any activities arising hereunder shall be governed by the laws of the State of Florida.

ARTICLE XVIII

INVOICES AND PAYMENT

Construction and maintenance charges, as outlined in Article X, shall be invoiced by the Party executing the work within sixty (60) days following completion. The invoice shall provide: a detailed breakdown of labor, material, equipment, and overhead components; work location; work date; job number or other specific project identifier; the name of the authorizing engineer. The other Party shall pay the amount due within sixty (60) days of receipt of such invoice. If there is a dispute, written notice of the dispute must be remitted within thirty (30) days after receipt of the invoice. Failure to make payment or provide notice as stipulated above shall constitute default.

ARTICLE XIX

NOTICES

Whenever this Agreement provides that written notice be given by either Party to the other, such notice shall be sent by United States Certified Mail, return receipt requested, or by a nationally recognized courier (such as: FedEx, Airborne Express, United Parcel Service) delivered to the Assistant General Manager/Energy Delivery, Gainesville Regional Utilities, PO Box 147117, Gainesville, Florida 32614-7117, or to the General Manager, Cox Communications Gainesville/Ocala, PO Box 147012, Gainesville, Florida 32614-7811 as the case may be, or to such other addressee as either Party may from time to time designate in writing for that purpose.

ARTICLE XX

TERM OF AGREEMENT

Subject to the provisions of Article XIII herein, the initial term of this Agreement shall continue in full force and effect through December 31, 2013, and may be renewed for one (1) additional five- (5) year term unless otherwise terminated as provided for herein. Either Party may terminate this Agreement, insofar as the right to establish additional join-use poles by giving to the other Party a one- (1) year written notice. Such termination shall not abrogate or terminate the right of either Party to maintain existing attachments. All such attachments shall continue thereafter to be maintained, pursuant to, and in accordance with, the terms of this Agreement. So long as such attachments are continued, this Agreement shall remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the Parties with respect to such attachments.

Point of clarification: Should a joint-use pole be replaced due to its physical condition or incidental displacement, Cox Communications may attach its displaced facilities to the replacement pole. This action shall be consistent with the maintenance of an attachment. However, should a series of poles be displaced, (due to the actions of a governmental authority having jurisdiction), Cox Communications shall not be entitled to attached to the new pole line.

ARTICLE XXI

EXISTING AGREEMENTS

The Joint Use Agreements dated January 1986 between the City of Gainesville and Cox Communications is, by mutual consent, hereby canceled and superseded by this Agreement.

ARTICLE XXII

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflict of laws thereof. Venue over all disputes shall be in Eighth Judicial Circuit, Alachua County, Florida.

ARTICLE XXIII

SUPPLEMENTAL ROUTINES AND PRACTICES

Appendix A and Exhibits A and B are to be included as part of this Agreement and may from time-to-time be revised when deemed necessary by the approval of the General Manager for Gainesville Regional Utilities and the General Manager for Cox Communications, or their respective successors or designees.

Nothing in the foregoing shall preclude the parties to this Agreement from preparing such supplemental agreements, operating routines or working practices as they mutually agree, in writing, to be necessary or desirable to effectively administer the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate and signed by their respective representatives thereunto duly authorized on the, 18th day of May, 2000, effective as of January 1, 1998.

CITY OF GAINESVILLE

BY: _____
General Manager

Approved as to form and legality

Utilities Attorney
City of Gainesville

COXCOM, Inc.

BY: Gary E. Cassard
Vice President and General Manager
Cox Communications Gainesville/Ocala