

FIBER RELOCATION AGREEMENT

THIS FIBER RELOCATION AGREEMENT (this "Agreement") is made effective as of the date of the last signature below (the "Effective Date"), by and between Crown Castle Fiber LLC, a New York limited liability company ("Crown"), and City of Hollywood CRA, a Municipal Corporation having an address of 1948 Harriosn Street Hollywood FL. 33020 ("Company").

BACKGROUND:

Company owns or controls certain real property that Company desires to develop. However, certain fiber, wires, cables, underground conduit, above-ground enclosures, markers, concrete pads, and other appurtenant fixtures and equipment owned or controlled by Crown ("Property") is in the way of Company's desired development. Company seeks to have Crown relocate Crown's Property to accommodate such development, and Crown is willing to relocate such Property, provided that: (a) Company pays the cost of relocation, and (b) Company grants Crown an easement to locate Crown's Property on the developed property, all as more particularly provided below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Scope of Work. The Scope of Work outlined in Exhibit A describes work to be performed pursuant to this Agreement ("Project"), specifying detail including the location, scope of work, schedule, pricing, and any other pertinent information required for the Project. This Agreement, together with Exhibit A, purchase orders, attachments, exhibits, drawings, specifications, instructions, issued and agreed to hereunder shall be hereinafter referred to collectively as the "Contract Documents." The work which Crown is engaged by Company to perform pursuant to the Contract Documents is hereinafter referred to as the "Work." The Work may be performed by a Crown affiliate.

2. Pricing, Payment, and Liens.

- a. The method of determining the amount to be paid by Company to Crown for performing the Work for the Project shall be set forth in Exhibit A.
- b. Company shall review invoices sent by Crown and notify Crown of any dispute of any of the charges set forth in the invoice within five (5) business days of receipt. Company shall pay the undisputed portion of such invoices within thirty-five (35) days of receipt. Crown will impose a late charge of one percent per month on all amounts not paid by the deadlines set forth herein. In cases where Work is to be performed by Crown on a time and materials basis, Company shall be entitled to receive appropriate supporting documentation (i.e., receipts) for materials which the Contract Documents provide are to be charged to Company (except per diem, if any), and Company may withhold payment on such specific items where such documentation is lacking until such documentation is provided. No interest shall accrue on the unpaid amount of any such undocumented items unless and until the appropriate documentation is provided and the applicable payment period shall have expired. The existence of a dispute as to any specific item shall not affect Company's obligation to pay for all undisputed items.
- c. Company shall not make, file or maintain a mechanic's or other lien or claim of any kind or character whatsoever against any fiber, tower, small cell site, building, site, or other structure to which the Work relates, the additions, improvements, alterations, or repairs made thereon, the ground on which said fiber, tower, small cell site, building or other structure is situated, or any other property or property interest owned, held, occupied or otherwise possessed by Crown or its affiliates for or on account of any labor, materials, fixtures, tools, machinery, equipment or any other things furnished, or any other work done or performance given under,

arising out of, or in any manner connected with the Work, or any agreement supplemental thereto.

3. Performance Standards and Warranties. Crown will perform the Work required pursuant to the Contract Documents by making use of its skill and experience and with due consideration to standards of care generally accepted in the communications contracting industry. Crown will not be responsible for defects or incorrect relocation caused in whole or in part by Company's acts, omissions, negligence or misconduct or the acts, omissions, negligence or misconduct of Company's customers or any other third party. NO OTHER WARRANTY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED OR IMPLIED (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY) SHALL BE APPLICABLE TO THE WORK PROVIDED BY CROWN PURSUANT TO THIS AGREEMENT.

4. Limitation of Liability. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL CROWN BE LIABLE TO COMPANY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

5. Applicable Law; Venue. Unless as otherwise required by law, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. All suits, actions or other proceedings brought by either party arising out of or relating to this Agreement shall be brought only in the Court of Common Pleas, Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania.

6. Disputes. If for any reason Company and Crown are unable to resolve a dispute, the party initiating the dispute shall notify the other party in writing that a dispute exists. Such notification shall provide sufficient details of the dispute so as to allow the other party to respond to the notification. The party receiving the notification shall respond with sufficient details of its position within fifteen (15) business days.

If the parties are then unable to settle the dispute, the dispute will be referred to senior executives of the parties who shall have designated authority to settle the dispute. The parties shall promptly prepare and exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations that have taken place and attaching relevant documents. The senior executives will meet for negotiations at a mutually agreed time and place or via phone. If the matter has not been resolved within thirty (30) calendar days of the commencement of such negotiations, the parties agree to consider resolution of the dispute pursuant to Section 6.

7. Indemnification. Company shall indemnify, defend and hold harmless Crown, its affiliates, its employees, officers, directors, agents, successors, assigns, and landlords from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, reasonable attorneys' fees, costs, expenses and losses which result or arise from: 1) injuries to or death of any persons or damage to property, including theft, in any way arising out of or caused by the Work performed; 2) any failure of Company to perform its obligations under this Agreement, or breach by Company of any representation, warranty, covenant or agreement contained in the Agreement; 3) any release of hazardous substances, pollutants or contaminants caused in the performance of the Work; 4) any violation of any law, regulation, rule, standard, or other governmental requirement by Company; and 5) any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights arising from or in connection with the products or materials provided or the Work performed under the Agreement or their use.

8. Insurance.

- a. At its expense, Crown shall obtain and maintain in effect at all times during the performance of Work insurance coverage with limits not less than those set forth below:
 - i. Workers' Compensation insurance as required by any applicable law or regulation.
 - ii. Primary comprehensive general liability insurance, including contractor's protective (contingent), contractual and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage claims arising out of any one incident.
 - iii. Primary comprehensive automobile liability insurance with a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage claims arising out of any one incident.
 - iv. Umbrella liability insurance with a combined single limit of Five Million Dollars (\$5,000,000) in excess of the foregoing coverages indicated above for all insured claims arising out of any one incident.
- b. Crown shall deliver to Company, upon request by Company, certificates of insurance evidencing the above-described coverage. Such certificates shall be issued in forms reasonably acceptable to Company and shall provide that not less than thirty (30) calendar days advance written notice will be given to Company prior to cancellation, termination or material alteration of such policies. Except with respect to workers' compensation coverage, all policies of insurance required pursuant to this Agreement shall name Company as an additional insured, but only with respect to liability arising out of Work to be performed pursuant to this Agreement.

9. Subcontracts. Crown may subcontract or delegate any or all of the Work.

10. Confidentiality.

- a. Each party shall hold Confidential Information received from the other party with the same degree of care as it would its own confidential information, but with no less than reasonable commercial care, and shall use such information only for the purpose for which it is disclosed and in accordance with this Agreement. The receiving party shall not disclose Confidential Information to any third party without the prior written approval of the disclosing party, except that Crown may disclose Confidential Information to its agents, employees, officers, attorneys, and contractors to the extent they need to know the Confidential Information under this Agreement. The receiving party shall only use the Confidential Information of the disclosing party for the purpose of this Agreement. No ownership right in Confidential Information is transferred in any manner pursuant to this Agreement. "Confidential Information" means information, including, but not limited to, information regarding: (i) the disclosing party's assets, liabilities, operations, financial conditions, employees, suppliers, plans, prospects, management, investors, products, strategies and techniques; (ii) the disclosing party's products system designs, system planning or technical data; (iii) the identity and confidential information of the receiving party's suppliers, landlords, and customers; and (iv) trade secrets.
- b. The confidentiality restrictions of this Agreement shall not apply to any information: (i) lawfully received from another source free of restriction and without breach of this Agreement; (ii) that becomes generally available to the public without breach of this Agreement; (iii) known to the receiving party at the time of disclosure; (iv) independently developed by the receiving party without reference or resort to the Confidential Information;

(v) disclosed pursuant to written consent of the disclosing party; or (vi) if legally permitted, is required by legal process or court order to be disclosed by the receiving party, provided that the receiving party provides the disclosing party prompt written notice of such requirement prior to such disclosure.

- c. The obligation to protect the confidentiality of Confidential Information shall survive the expiration, termination or assignment of this Agreement.

11. Release of Information.

- a. Neither party shall publicly advertise or publish information concerning the entry into, execution of, terms or delivery of this Agreement, including, but not limited to the nature of this Agreement, its terms or conditions, or the terms and conditions of a Contract Document issued hereunder, without the prior written consent of the other party, unless necessary to perform the Work.
- b. Neither party shall use the name or trademark of the other, or any of their respective parent companies, subsidiaries, affiliates or partners with respect to any advertising, promotion, publicity or representation that either party may make in connection with the party's business, services and/or product lines, as applicable, without the prior written consent of the other party.

12. Delays. The parties acknowledge that they expect to agree upon a schedule for the completion of the Work in connection with each Project undertaken. Crown will use reasonable efforts to complete the Work in accordance with the applicable schedule. In any event, Crown will not be responsible for delays that occur for reasons outside its reasonable control, as provided in Section 14. of this Agreement.

13. Force Majeure. Crown shall not be liable for delay or interruption in the performance of Work, or for inability to perform the Work, due to acts of God, flood, fire, lightning, earthquake, epidemic, quarantine restriction, war, sabotage, acts of a public enemy, insurrection, riot, civil disturbance, accidents or disruptions such as fire, explosion or major equipment breakdown, failures or delay beyond Crown's reasonable control in securing necessary materials, equipment, services or facilities, strikes, slowdowns, jurisdictional disputes or other labor difficulties, restraint by court order or public authority, any act, delay or failure to act by any governmental authority, including delay or failure to obtain authorizations or approvals from any governmental authority, any delay caused by Company or any party acting under the direction of Company or on its behalf, or any other cause beyond Crown's reasonable control. Upon receipt of a notice from Crown requesting appropriate action, Company and Crown will negotiate mutually acceptable changes to the Contract Documents which effect equitable adjustments in prices, schedules and any other affected provision of the Contract Documents resulting from the occurrence of any such event.

14. Changes. Company will cooperate with Crown as required to permit Crown to perform the Work in a timely and cost-effective manner, and, in connection therewith, Company will keep Crown apprised generally of Company's plans, goals and prospects for the Project. By written agreement between the Company and Crown, Company may request changes to the Work or any portion thereof which has been contracted. If any such change causes an increase in the cost of Crown's performance or the time for performance, Crown shall not be required to implement any such change unless and until Crown is given an equitable adjustment in the price and performance schedule. If in the course of its performance of the Work, Crown discovers a specific Project-related situation which will cause an unforeseen delay or necessitate the incurring by Crown of unanticipated extra costs, Crown will be compensated for such unanticipated extra costs. If any dispute arises over any change order, Crown may continue with the performance of the Work as it was originally described without giving effect to such change and will be entitled to compensation therefor as originally provided in the Contract Documents.

15. Termination. Either party may terminate this Agreement by reason of the default of the other party; provided, however, that the party seeking to terminate this Agreement shall first give the other party

written notice of the claimed default and its intention to terminate this Agreement by virtue of such default and thirty (30) days within which to cure such default; provided, however, that if such default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, then the defaulting party shall not be deemed to be in default, so long as it commences promptly within such thirty (30) day period such action as shall reasonably be necessary to cure such default and in good faith diligently pursues such cure to conclusion. If the claimed default is not cured within such thirty (30) day period (or such longer period as provided in the preceding sentence), then the non-defaulting party may, upon written notice, terminate this Agreement. In the event of a default by Company, Company shall pay Crown the full amount owed under this Agreement.

16. Independent Contractor. Crown's relationship to Company under this Agreement is that of independent contractor. Neither Crown nor any of its employees, subcontractors or consultants shall be designated as employees, agents, joint venturers or partners of Company.

17. Notices.

- a. Any notice delivered under this Agreement shall be in writing and shall be delivered by certified mail or recognized overnight courier service addressed to the parties at the addresses set forth below or to such other address as a party may subsequently designate in a written notice delivered pursuant to this provision:

If to Company:

Attention: _____

If to Crown:

Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Network

Copy to: Crown Castle Fiber LLC
1500 Corporate Drive
Canonsburg, PA 15317
Attn: Legal - Infrastructure

- b. Any notice given by Certified U.S. Mail or courier delivery service shall be effective on the earliest of: i) the expiration of five (5) business days after the day it is mailed; or (ii) the date of receipt as evidenced by the U.S. Postal Service's domestic return receipt or courier delivery service receipt.

18. Term of Agreement. The term of this Agreement shall commence on the Effective Date. Unless terminated sooner in accordance with Section 16, the term of the Agreement shall be the longer of: (i) six (6) months; or (ii) the completion of the Work.

19. Entire Agreement. This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written communications, understandings or agreements between the parties with respect to such subject matter. In no event shall preprinted terms or conditions found on any purchase order, work order, or similar document issued by Company be considered part of, or an amendment or modification to, this Agreement.

20. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible, and such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof. Any court or arbitrator

having jurisdiction over this Agreement shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

21. Amendments. No amendment, waiver or discharge of any provision of this Agreement will be effective unless made in a writing that specifically identifies this Agreement and the provision intended to be amended, waived or discharged and is signed by Crown and Company. Each such amendment, waiver or discharge will be effective only in the specific instance and for the purpose for which it is given.

22. Assignments. Company may not assign this Agreement without the prior written agreement of Crown. Crown may assign this Agreement to its parent or any subsidiary, affiliate, or successor without the written consent of Company.

23. Survival. Any provision contained within the Agreement which by its very nature is intended to survive termination of the Agreement shall survive such termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Crown Castle Fiber LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Company:

Company Legal Entity Name

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A

I. Location of Fiber Relocation

II. Scope of Work

III. Schedule

IV. Pricing

1. Date of Request: 11/15/22

- Location(s): Ocean Dr Hollywood

- Scope of work: At the request of the Company, Crown Castle will relocate the existing Aerial fiber optics and go underground fiber along S Ocean Dr using one 2 - 2" conduit. Refer to **Attachment 1** attached hereto.

- Crown Castle will complete the following tasks:

- Create construction drawings to plan and execute the requested work.
- Request and obtain all associated agency permits
- Order all associated materials
- Complete the construction of the requested relocation
- Schedule the migration of circuits from the conflict aerial cable to the newly installed underground cable after customer notifications are completed (45 days).
- Update (CADD) Crown Castle existing as-built drawings to show new facilities

- Relocation Charges:

- Materials \$ 18,728.00
- Construction/Splicing/ Engineering \$ 51,921.00

Total: \$ 70,649.00

This cost I am about to share with you is before I get engineering involved and prices can change after engineering get completed. This is quoted for you to put in the conduit and string / pull rope.

6. Special Requirements or Notes:

- Please note that NO WORK can commence until an executed copy of this contract is signed by the Customer and payment is provided to Crown Castle.
- Full payment must then be made to Crown Castle before any Engineering and Construction is performed.

7. Anticipated Completion Date: After receipt of signed contract and payment, Crown Castle will schedule the work with a target completion date of 90 calendar days after all permit and customer circuit releases are approved.

8. Please make checks payable to Crown Castle Fiber and mail to:

J.P. Morgan Bank
P.O. Box 28730
New York, NY 10087-8730
Reference: Customer #1

9) Wire Crown Castle payments to:

Wire / ACH Information:

JP Morgan Chase Bank
Crown Castle Fiber LLC
Acct #: 198710895
ABA #: 021000021

Area of Proposed Work

Attachment 1

196466

HH-026841

Starting point
Harrison St
Ocean Dr
side

Spanid: 314151 | 216 ct | Crown Castle

301'

FTL-PL-38959

90'

FTL-PL-38960

98'

FTL-PL-38961

112'

FTL-PL-38962

81'

FTL-PL-38963

End point
Oregon St
total 800 ft



Part 3 W Side
an Dr
te Jefferson



End Part 3 East
Side of S Ocean
for 856 Feet. At
Azalea

Start of print 4 at
Azalea Ter

End of print 4
and Hyacinth
1461 Feet