

FRANCHISE AGREEMENT

THIS AGREEMENT made and entered into this 31 day of March, 2021, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes (hereinafter "Lexington"), and **Level 3 Communications, LLC**, a limited liability corporation created and existing under and by virtue of the laws of the State/Commonwealth of Delaware, with its principal office at 1025 Eldorado Boulevard, Broomfield, Colorado 80021, (hereinafter "Level 3 Communications").

WITNESSETH:

WHEREAS, by Ordinance No. 69-2016 (the "Ordinance"), enacted May 12, 2016, Lexington created a non-exclusive franchise for the privilege of constructing, erecting, operating and maintaining a telecommunications (or related non-cable) system in Fayette County, Kentucky; and

WHEREAS, pursuant to the Ordinance Lexington authorized the advertising for bids on said franchise and Level 3 Communications submitted a timely bid to acquire said franchise; and

WHEREAS, by Resolution No. 504-2020, enacted March __, 2021, Lexington accepted the bid of Level 3 Communications as substantially responsive to the Ordinance and in the best interest of the citizens of Lexington-Fayette Urban County; and

WHEREAS, Lexington and Level 3 Communications have agreed to accept the following as the terms of this Agreement and as those of the franchise.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of all of which are hereby acknowledged, the Government and Level 3 Communications agree as follows:

1. Ordinance No. 69-2016, which is attached hereto as Exhibit "A" (the "Ordinance"), is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of Level 3 Communications for this franchise, which is attached hereto as Exhibit "B", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Lexington hereby grants unto Level 3 Communications a non-exclusive franchise for the privilege of constructing, erecting, operating and maintaining a telecommunications (or related non-cable) system upon, through, along, under and over the public streets, alleys, avenues, public roads, highways, sidewalks, and other public ways of the Lexington-Fayette Urban County Government in accordance with the terms of the Ordinance.

4. This Agreement shall commence on February ____, 2021, and shall expire on June 23, 2026 unless otherwise extended pursuant to the provisions of the Ordinance or the parties enter into another franchise agreement.

5. In consideration of the granting of this franchise, Level 3 Communications agrees to pay to Lexington any fees required pursuant to the Ordinance.

6. Level 3 Communications, its successors and assigns, in consideration of the grant, sale and conveyance of the above franchise, does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as contained in this Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

7. This Agreement contains and embodies the entire agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto. No changes, modifications or other deletions in this Agreement shall be effective unless and until the same are reduced to writing and approved, adopted, and executed in the same fashion as this Agreement.

IN TESTIMONY WHEREOF, the Lexington-Fayette Urban County Government has caused its name to be affixed hereto by the Mayor and Level 3 Communications, has caused its name to be affixed hereto by _____, its properly authorized officer.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: 
LINDA GORTON, MAYOR

ATTEST:


ABIGAIL ALLAN

Level 3 Communications

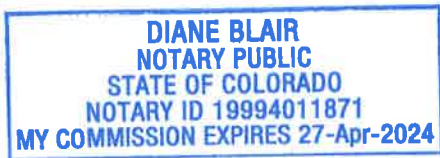
BY: *Danett Kennedy*
Danett Kennedy, Senior Manager

STATE OF Colorado

COUNTY OF Broomfield

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Danett Kennedy on behalf of Level 3 Communications, LLC, on this the 15th day of March, 2021.

My commission expires: 27 Apr 2024



Diane Blair
NOTARY PUBLIC
, STATE-AT-LARGE