FILED NOV 25, 2015
DOCUMENT NO. 07569-15
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Before the
Federal Communications Commission
Washington, DC 20554

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VERIZON FLORIDA LLC, Complainant, v. FLORIDA POWER AND LIGHT COMPANY, Respondent.	Docket No. 15-73 File No. EB-15-MD-002 Related to Docket No. 14-216 File No. EB-14-MD-003

POLE ATTACHMENT COMPLAINT REPLY

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TABLE OF CONTENTS

I. INTRODUCTION 1

II. ARGUMENT 3

A. FPL Ignores The Competitive Analysis That Is Required By The *Pole Attachment Order* And The Enforcement Bureau's Memorandum Opinion 3

B. FPL's Defense Of Its Invoiced Rates Depends On Five Additional Methodological Errors. 5

C. FPL's Documents Confirm That, Before The Joint Use Agreement Terminated In June 2012, Verizon Paid Far More Than The Value Of Any "Unique Benefits" It Received 8

1. Verizon's Rental Payments Far Exceeded Any Value Of Access To FPL's Poles. 9

(a) The Only Relevant "Value Of Access" Is The Unique Value That Verizon Received. 10

(b) The Value Of Verizon's Voluntary Access Is Less Than The Value Of Its Competitors' Mandatory Access 12

(c) FPL's "Value Of Access" Arguments Are Meritless On Their Own Terms. 16

2. Verizon Paid Far More Than The Value Of Any "Unique Benefits" It Received. 19

(a) Permitting New Attachments 19

(b) Post-Installation Inspections 21

(c) Location of Facilities on FPL's Poles 22

(d) Pole Height 25

(e) Pole Replacements 28

(f) Insurance and Indemnification 29

(g) Make-Ready Costs 30

3. Verizon Also Overpaid For Any Additional "Benefits" FPL Has Alleged. 34

(a) Ground Bonding 35

(b) Easements and Rights-of-Way Permits 35

(c) "Unauthorized" Attachment Fees 38

(d) Government-Required Pole Relocations and Replacements 39

(e) Abandoned Poles 39

(f) Time of Rental Payment 40

(g) Performance Bond or Letter of Credit 42

(h) Operations & Maintenance (O&M) and Administrative & General (A&G) Expenses 43

D. FPL Does Not Dispute That Verizon Does Not, And Will Not, Enjoy The Vast Majority Of Alleged Benefits Because The Joint Use Agreement Terminated In June 2012. 43

E. FPL's Attempts To Avoid Application Of The *Pole Attachment Order* Should Be Rejected. 44

1. The *Pole Attachment Order* Is Valid And Enforceable. 45

2. Verizon Is Entitled To Relief Under The *Pole Attachment Order*. 46

F. Verizon Is Entitled To The Properly Calculated Rate That Applies To Its Competitors As Of The Effective Date Of The *Pole Attachment Order*. 50

1. FPL Miscalculates The New And Pre-Existing Telecom Rates. 50

2. FPL Previously Agreed That The Commission's Decision Will Take Effect As Of The Effective Date Of The *Pole Attachment Order*. 52

III. CONCLUSION 55

CERTIFICATE OF SERVICE 56

I. INTRODUCTION

The Enforcement Bureau has all the information that it requested to determine whether the "relatively high" pole attachment rates that Florida Power and Light Company ("FPL") demands from Verizon Florida LLC ("Verizon") are just and reasonable under federal law for the post-July 12, 2011 time period.[1] The Commission's decision will finally end this long-standing pole attachment rate dispute because the parties agree that the Commission's "just and reasonable" rate determination will control and "supersede any rate determination by the state court" in the duplicative litigation that FPL has filed there.[2]

Setting Verizon's "just and reasonable" rate requires an answer to just one question: what value, if any, is there associated with the "unique benefits" that FPL claims that Verizon has received under the Joint Use Agreement, both before and after the Agreement's termination in 2012.[3] FPL's response, and document production, confirm that the value is quite small. Many "benefits" claimed by FPL are not *unique* benefits at all—they are enjoyed by both Verizon and its competitors that attach to FPL's poles. And for those unique benefits that have any conceivable value, FPL's records show that Verizon's $0.96 pre-termination and $0.30 post-termination valuations were accurate and—if anything—high. Because these costs are offset by Verizon's far higher costs for pole access, it is apparent that Verizon has long attached to FPL's poles under terms and conditions that are, at best, comparable to its competitors. It should receive a comparable rate.

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[1] *Verizon Fla. LLC v. Fla. Power & Light Co.*, 30 FCC Rcd 1140, 1150 (¶ 25) (EB Feb. 11, 2015) ("Memorandum Opinion").

[2] Joint Motion to Expedite Resolution of Verizon's Pole Attachment Complaint ¶ 2, *Verizon Fla. v. FPL*, Docket No. 15-73, File No. EB-15-MD-002 (Apr. 1, 2015).

[3] *Verizon Fla.*, 30 FCC Rcd at 1149-51 (¶¶ 24, 26).

FPL cannot rebut Verizon's analysis, so it tries to change the subject and re-litigate meritless arguments that it has already lost. FPL asks the Commission to decide whether Verizon received a good deal in the abstract—even though the Commission and the Enforcement Bureau have already held that the only relevant question is whether Verizon has received "unique benefits" that are "not available to other attachers."[4] FPL seeks to value alleged benefits based on replacement costs, even though the Commission found replacement costs "particularly unsuited for valuing pole attachments."[5] And FPL continues to challenge the validity and applicability of the *Pole Attachment Order*—in some cases presenting word-for-word arguments that the Enforcement Bureau rejected in its February 2015 decision.

It is time for this rate dispute to end. Verizon has never received, and will never receive, "unique benefits" that justify FPL's demanded rates—rates that are four times the highest rates FPL may charge Verizon's competitors. The Commission should set Verizon's rate at the properly calculated new telecom level effective July 12, 2011.[6] In so doing, it will send a valuable signal to the industry that the Commission will not tolerate efforts to undermine broadband deployment by evading the rate reforms set forth in the *Pole Attachment Order*.[7]

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[4] *See, e.g., id.* at 1140, 1150 (¶¶ 2, 26).

[5] *Ala. Cable Telecomms. Ass'n v. Ala. Power Co.*, 16 FCC Rcd 12209, 12233 (¶ 53) (2001).

[6] For 2011, the properly calculated new telecom rate is $8.52 per pole. Pole Attachment Complaint, *Verizon Fla. LLC v. Fla. Power & Light Co.*, Docket No. 15-73, File No. EB-15-MD-002, Related to Docket No. 14-216, File No. EB-14-MD-003 (Mar. 13, 2015) ("Compl."), Ex. B ¶ 10 (Affidavit of Mark S. Calnon, Ph.D. (Jan. 31, 2014) ("Calnon 2014 Aff."). In no event should Verizon's rate exceed the rate that results from a proper application of the pre-existing telecom formula. For 2011, this properly calculated pre-existing telecom rate is $12.91 per pole. *Id.*

[7] *See Implementation of Section 224 of the Act; A National Broadband Plan for Our Future*, Report and Order and Order on Reconsideration, 26 FCC Rcd 5240 (2011), *aff'd Am. Elec. Power Serv. Corp. v. FCC*, 708 F.3d 183 (D.C. Cir. 2013), *cert. denied*, 134 S. Ct. 118 (2013) ("*Pole Attachment Order*" or "*Order*").

II. ARGUMENT

FPL's Response, and the documents it has produced, confirm that Verizon's valuation of "unique benefits" was accurate, that Verizon is attached to FPL's poles on terms and conditions comparable to its competitors, and that FPL's invoiced rates are not just and reasonable as statutorily required. As explained below, Verizon is entitled to the new telecom rate it seeks because FPL (A) ignores the limiting principle of competitive neutrality that is central to the *Pole Attachment Order* and the Enforcement Bureau's Memorandum Opinion, (B) bases its defense of the invoiced rates on an analysis that is replete with methodological flaws, (C) significantly overstates the extent and value of alleged benefits provided under the Joint Use Agreement, (D) fails to rebut Verizon's argument that the alleged benefits have a lower value now that the Joint Use Agreement has terminated because Verizon cannot make attachments to additional FPL poles, (E) seeks to re-litigate meritless arguments it has already lost in a further attempt to avoid the *Pole Attachment Order*'s reforms, and (F) improperly calculates the new telecom and pre-existing telecom rates under the FCC's formulas and rules.

A. FPL Ignores The Competitive Analysis That Is Required By The *Pole Attachment Order* And The Enforcement Bureau's Memorandum Opinion.

FPL's Response attempts to eliminate the principle of competitive neutrality from the rate-setting exercise. But the Bureau's Memorandum Opinion defines the proper and relevant issue as the value of the "*unique*" benefits or burdens that Verizon receives under the Joint Use Agreement as compared to its competitors.[8] The Opinion uses several variations to clarify that these "unique" advantages or disadvantages must be available *only* to Verizon—they are "not available to other attachers,"[9] "not provided to other attachers,"[10] "not available to competitive

[8] *Verizon Fla.*, 30 FCC Rcd at 1140, 1148 (¶¶ 2, 21) (emphasis added).

[9] *Id.* at 1150 (¶ 26).

LECs,"[11] and "not afforded to cable operator and competitive LEC attachers."[12] The Opinion further confirms that only "*unique*" benefits and burdens[13] can justify a "just and reasonable" rate that is different from the rate charged other attachers.[14]

This focus on "unique" advantages and disadvantages is required by the *Pole Attachment Order*, which states that "considerations of competitive neutrality counsel in favor of similar treatment of similarly situated providers."[15] Competitive neutrality, therefore, "counsels in favor of affording incumbent LECs the same rate as the comparable provider" when "incumbent LECs are attaching to other utilities' poles on terms and conditions that are comparable to those that apply to a telecommunications carrier or a cable operator."[16] A different rate requires material "differences between incumbent LECs and telecommunications carrier or cable operator attachers."[17]

FPL is thus wrong in arguing that Verizon must "make its case that it has paid unfairly for the network of infrastructure that FPL designed, constructed, and maintained."[18] FPL also designed, constructed and maintained that network for Verizon's competitors. Nor does the Commission need to consider "[t]he financial and operational fairness of the parties' historical

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[10] *Id.* at 1149 (¶ 24).

[11] *Id.* at 1140 (¶ 2).

[12] *Id.* at 1142 (¶ 6).

[13] *Id.* at 1143, 1148 (¶¶ 8, 21) (emphasis added).

[14] *See, e.g.*, *id.* at 1140, 1150-51 (¶¶ 2, 26).

[15] *Pole Attachment Order*, 26 FCC Rcd at 5336 (¶ 218).

[16] *Id.* at 5336 (¶ 217); *see also* Reply Exs. A ¶¶ 6-7 (Reply Affidavit of Mark S. Calnon, Ph.D. (Nov. 24, 2015) ("Calnon Reply Aff.")), C ¶ 3 (Reply Affidavit of Timothy J. Tardiff Ph.D. (Nov. 24, 2015) ("Tardiff Reply Aff.")).

[17] *Pole Attachment Order*, 26 FCC Rcd at 5333, 5336-37 (¶¶ 214, 218).

[18] Response to Pole Attachment Complaint at i, *Verizon Fla. LLC v. Fla. Power & Light Co.*, Docket No. 15-73, File No. EB-15-MD-002, Related to Docket No. 14-216, File No. EB-14-MD-003 (June 29, 2015) ("Resp.").

and negotiated relationship."[19] The only question is whether that relationship sets Verizon apart from its competitors.[20]

The unreasonableness of FPL's approach is particularly evident from the way that it would result in *higher* rates in cases where the Commission most intended rate reductions.[21] The *Pole Attachment Order* explains that rate relief was needed to lower the unreasonable rates that result from the bargaining power associated with the fact that "electric utilities appear to own approximately 65-70 percent of poles."[22] FPL owns even more joint use poles—roughly 90%—and it always has.[23] Verizon is, therefore, *more* like its competitors, which rent space from FPL, and *more* in need of relief under the Commission's *Order*.[24] FPL instead asks the Commission to count against Verizon the cost of every one of the 90% of poles that it has shared[25]—which results in a *higher* rate for Verizon than if "ownership levels . . . were closer to parity."[26] The *Pole Attachment Order* should not be so easily nullified.

B. FPL's Defense Of Its Invoiced Rates Depends On Five Additional Methodological Errors.

Having improperly expanded the universe of "benefits" far beyond those that are "unique" to Verizon, FPL tries to increase the value of those "benefits" with five additional

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[19] *Id.* at v.

[20] Reply Exs. A ¶¶ 6-7 (Calnon Reply Aff.), C ¶¶ 2-3, 7 (Tardiff Reply Aff.).

[21] Reply Ex. A ¶ 19 (Calnon Reply Aff.).

[22] *Pole Attachment Order*, 26 FCC Rcd at 5329 (¶ 206).

[23] *Verizon Fla.*, 30 FCC Rcd at 1144 (¶ 11).

[24] *Pole Attachment Order*, 26 FCC Rcd at 5327 (¶ 199).

[25] *See, e.g.*, Resp. at 11.

[26] *See Pole Attachment Order*, 26 FCC Rcd at 5329 (¶ 206) ("Today, incumbent LECs as a whole appear to own approximately 25-30 percent of poles and electric utilities appear to own approximately 65-70 percent of poles, compared to historical ownership levels that that were closer to parity. Thus, incumbent LECs often may not be in an equivalent bargaining position with electric utilities in pole attachment negotiations in some cases.").

methodological errors. These flaws permeate its valuations and prevent them from rebutting Verizon's proof.[27]

First, FPL tries to create the illusion of value by including the same costs in its valuation of different alleged benefits (most of which were also provided to Verizon's competitors).[28] FPL freely concedes that it counts the same inspection fees as both permit fees and inspection fees.[29] FPL also includes the full cost of a taller pole *and* the incremental cost associated with that pole's taller height—although it concedes that only one or the other should be valued.[30] And FPL includes these redundant pole installation and replacement costs in its valuation of several benefits—including pole access, make-ready, and pole height.[31] Setting aside the additional flaws in FPL's valuation of these alleged benefits that are discussed below, it is unquestionably improper (as FPL apparently concedes) to charge twice for the same thing.[32]

Second, FPL mixes and matches time periods.[33] It claims that Verizon received every alleged benefit when it made attachments to 67,000 additional poles during the last forty years—but FPL's data show that Verizon only made attachments to about 9,000 poles during the last forty years.[34] The result is FPL's comparison of rental payments made over the forty-year period

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[27] Reply Exs. A ¶¶ 8-15 (Calnon Reply Aff.), C ¶¶ 16-20 (Tardiff Reply Aff.).

[28] Reply Exs. A ¶¶ 8-9 (Calnon Reply Aff.), C ¶¶ 19-20 (Tardiff Reply Aff.).

[29] Resp. at 14-16 ("[T]he inspection fee . . . is included in the permit costs . . . . It is still worth noting, however, that under the joint use agreement, Verizon avoided these costs . . . .").

[30] *See, e.g.*, *id.* at 10 (installation cost), 11 (replacement cost), 15 (incremental and replacement cost), 17 (incremental cost); *see also id.* at 26-28 (presenting "alternative" valuation approaches).

[31] *Id.* at 9-11, 14-15, 16-17.

[32] *See id.* at 26-28; *see also* Reply Ex. A ¶¶ 8-9 (Calnon Reply Aff.).

[33] Reply Ex. A ¶ 10 (Calnon Reply Aff.).

[34] *See* Resp. at 26-28, Ex. A ¶ 34 and Ex. 4 (Declaration of Thomas J. Kennedy (June 29, 2015) ("Kennedy Decl.")); *see also* Reply Exs. A ¶ 10 (Calnon Reply Aff.), 17 (2014 Invoice).

with a calculation of alleged "benefits" received over a far longer time period.[35] This inappropriate mixing and matching of time periods significantly warps FPL's analysis.[36]

Third, FPL mixes and matches historical and current costs.[37] It compares Verizon's *historical* rent payments to FPL's *current* valuation of benefits.[38] The inappropriateness of this approach is evident from FPL's own chart, which claims [redacted] FPL, however, ignores the effect of inflation on Verizon's rental payments.[40] When they are adjusted to current value and compared to the alleged benefits that Verizon could have received since 1975, it becomes clear that FPL has it exactly backwards when it writes that "[t]he total value of the benefits provided to and costs avoided by Verizon since 1975 dwarfs the amount it has paid."[41] Verizon has paid far more than even FPL's improper approach to "benefits."[42]

Fourth, FPL improperly assumes that every alleged benefit would have applied every time Verizon made an attachment to an additional FPL pole—even though FPL did not provide every alleged benefit every time Verizon's competitors made an attachment to an additional pole.[43] For example, FPL would charge Verizon for make-ready 100 percent of the time even

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[35] *See* Resp. at 26-28, Ex. A ¶ 34 and Ex. 4 (Kennedy Decl.); *see also* Reply Ex. A ¶ 10 (Calnon Reply Aff.).

[36] Reply Exs. A ¶ 10 (Calnon Reply Aff.), C ¶¶ 19-20 (Tardiff Reply Aff.).

[37] Reply Exs. A ¶¶ 11-13 (Calnon Reply Aff.), C ¶ 20 (Tardiff Reply Aff.).

[38] *See* Resp. at 26-28, Ex. A ¶ 34 and Ex. 4 (Kennedy Decl.); *see also* Reply Exs. A ¶¶ 11-13 (Calnon Reply Aff.), C ¶ 20 (Tardiff Reply Aff.).

[39] Resp. Ex. A at Ex. 4 (Kennedy Decl.).

[40] Reply Exs. A ¶¶ 11-13 (Calnon Reply Aff.), C ¶¶ 19-20 (Tardiff Reply Aff.).

[41] Resp. Ex. A ¶ 34 (Kennedy Decl.).

[42] Reply Exs. A ¶ 13 (Calnon Reply Aff.), C ¶ 20 (Tardiff Reply Aff.).

[43] Reply Exs. A ¶ 14 (Calnon Reply Aff.), C ¶¶ 20, 24-27 (Tardiff Reply Aff.).

though it charged Verizon's competitors for make-ready 2.4 percent of the time.[44] FPL would also charge Verizon inspection fees for every pole it attached to before June 2012, even though its records show that it did not charge any inspection fees prior to December 2013.[45]

Finally, FPL tries to create the appearance of value by failing to tether its valuations to per-pole annual rate calculations.[46] In so doing, FPL does not answer the question asked—whether the value of any unique advantages "is less than the difference between the Agreement Rates and the New or Old Telecom Rates over time."[47] That question requires that any value be distributed across the years at issue and the number of poles for which Verizon has paid rent.[48] As explained below, this proper annualized per-pole analysis—applied to FPL's records—shows that Verizon's $0.96 pre-termination and $0.30 post-termination valuations were accurate and, if anything, high.

C. FPL's Documents Confirm That, Before The Joint Use Agreement Terminated In June 2012, Verizon Paid Far More Than The Value Of Any "Unique Benefits" It Received.

Verizon's Complaint shows that, before the Joint Use Agreement's termination in June 2012, the total value of any unique "expenses [Verizon] avoided under the Agreement"[49] was an annual per pole charge of about $0.96 (an application charge of $0.07, a make-ready charge of

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[44] *See* Resp. at 15; Reply Exs. A ¶¶ 14, 43 (Calnon Reply Aff.), C ¶¶ 20, 26-27 (Tardiff Reply Aff.); *see also supra*, Section II.C.1.g.

[45] *See* Resp. at 15-16; Reply Exs. A ¶¶ 14, 29-31 (Calnon Reply Aff.), C ¶ 27 (Tardiff Reply Aff.); *see also supra*, Section II.C.1.b.

[46] *See, e.g.*, Resp. at iii-v, 26-28.

[47] *Verizon Fla.*, 30 FCC Rcd at 1149 (¶ 24).

[48] Reply Exs. A ¶ 15 (Calnon Reply Aff.), C ¶¶ 17-19 (Tardiff Reply Aff.).

[49] *See Verizon Fla.*, 30 FCC Rcd at 1150 (¶ 24).

$0.59, and an interest payment of $0.30).[50] This amount, which must be reduced by the increased costs that Verizon incurred to access FPL's poles, was paid for, several times over, through Verizon's payment of rental rates that were $10 to $20 higher than its competitors.[51]

FPL's Response, and its subsequent document production, confirm that Verizon's estimate was accurate.[52] Verizon long ago paid FPL significantly more than any monetary value associated with any unique "rights and responsibilities" provided Verizon under the Joint Use Agreement.[53]

1. Verizon's Rental Payments Far Exceeded Any Value Of Access To FPL's Poles.

FPL ignores an entire section of Verizon's Complaint[54] when it argues that "Verizon offered no evidence [regarding] 'the value of access to Florida Power's poles.'"[55] Verizon explained in its Complaint and its Affidavits that the value of Verizon's access to FPL's poles is a negative value—a burden that offsets any alleged competitive "benefits" that Verizon received under the Joint Use Agreement.[56] This is because FPL conditions Verizon's access on its payment of rent *and* agreement to bear all the costs associated with ownership of its percentage of the joint use poles.[57] Verizon's competitors obtain access by merely paying rent.[58] Verizon,

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[50] Compl. ¶¶ 41, 78, 88, 91; *see also* Compl. Ex. A ¶¶ 21, 39, 48 (Affidavit of Mark S. Calnon, Ph.D. (Mar. 13, 2015) ("Calnon Aff.")).

[51] *See, e.g.*, Compl. Exs. A ¶ 8 (Calnon Aff.), G ¶¶ 31-34 (Affidavit of Timothy J. Tardiff, Ph.D. (Mar. 13, 2015) ("Tardiff Aff.")).

[52] Reply Ex. A ¶¶ 4, 16, 59 (Calnon Reply Aff.).

[53] *See Verizon Fla.*, 30 FCC Rcd at 1143 (¶ 8) (quoting *Pole Attachment Order*, 26 FCC Rcd at 5335 (¶ 216 n.654) ("A failure to weigh, and account for, the different rights and responsibilities in joint use agreements could lead to marketplace distortions.").

[54] Compl. ¶¶ 35-39.

[55] Resp. at 6 (quoting *Verizon Fla.*, 30 FCC Rcd at 1150 (¶ 24)).

[56] Compl. ¶¶ 35-39.

[57] *Id.*

therefore, would pay far more than its competitors to access FPL's poles even if Verizon was charged its competitors' rental rate.[59]

FPL does not deny that Verizon must incur these unique costs in order to access its poles. Instead, it presents a series of arguments that try to remove the relevant competitive analysis from the discussion and create value where none exists. As explained below, FPL's arguments fail to turn Verizon's unique burden into a benefit.

(a) The Only Relevant "Value Of Access" Is The Unique Value That Verizon Received.

FPL's "value of access" arguments are premised on its fundamentally flawed position that *any* value provided to Verizon under the Joint Use Agreement—even if that same value is provided to Verizon's competitors—justifies a higher rental rate.[60] FPL claims the "value of access" is the entire cost associated with deploying a duplicative pole network—any savings that may have resulted from Verizon's "business decision . . . to lease space on FPL's poles rather than own poles."[61] Of course, Verizon's competitors also "lease space on FPL's poles rather than own poles."[62] FPL claims that it can ignore this comparability for purposes of valuing access.[63] It cannot.

FPL attempts to cobble together support for its argument by piecing together words from various paragraphs in the Memorandum Opinion—arguing that the words "over time" (¶ 24),

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[58] *Id.*

[59] *Id.*

[60] *See supra*, Section II.A.

[61] Resp. Ex. D at 8 (Letter from C. Zdebski, Counsel, FPL, to C. Huther, Counsel, Verizon (June 17, 2015)); *see also* Resp. at 6-14.

[62] *See Verizon Fla.*, 30 FCC Rcd at 1147 (¶ 19) ("Florida Power generates revenue by renting space to cable companies and competitive LECs.").

[63] Resp. at 6.

"decades-old contractual" relationship (¶ 8), and "received" (¶ 26) mean that all benefits received under the parties' Joint Use Agreement must be valued.[64] FPL, however, pulls these words from sentences that instead confirm that the only relevant value for any alleged benefit, including pole access, is *unique* value. The Enforcement Bureau asked for information of the value "over time" of "benefits under the Agreement that are not provided to other attachers."[65] It pointed to the possibility of differences between "decades-old contractual" joint use relationships and license agreements.[66] And it reiterated that the information required is about benefits "received" under the Joint Use Agreement "that were not available to other attachers."[67] FPL therefore relies on sentences that describe the proper competitive analysis detailed above[68]—when considering pole access, or any other alleged "benefit," the only question is whether Verizon receives value that its competitors do not.[69]

As a result, the vast majority of FPL's arguments about the value of pole access are entirely irrelevant. FPL argues that "Verizon received the avoided cost value of not constructing its own infrastructure network"[70]—but Verizon's competitors also have avoided the cost of constructing their own infrastructure networks. FPL claims that "Verizon received from FPL a custom-built assemblage of poles and rights-of-way located exactly where Verizon needed."[71] So did Verizon's competitors. FPL argues that Verizon was able to reach its market because of

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[64] Resp. at 6 (quoting *Verizon Fla.*, 30 FCC Rcd at 1143, 1149-50 (¶¶ 8, 24, 26)).

[65] *Verizon Fla.*, 30 FCC Rcd at 1149 (¶ 24).

[66] *Id.* at 1143 (¶ 8).

[67] *Id.* at 1150-51 (¶ 26).

[68] *See supra*, Section II.A.

[69] *See, e.g.*, *Verizon Fla.*, 30 FCC Rcd at 1140, 1148-50 (¶¶ 2, 21, 24, 26).

[70] Resp. at 9.

[71] *Id.* at 12.

FPL's poles.[72] Verizon's competitors did as well. And FPL argues that advances in technology have allowed Verizon to "offer additional services to its customers via the same infrastructure" on FPL's poles.[73] The same is true of Verizon's competitors. These alleged "benefits" were and are available to other attachers—and so are not relevant to determining Verizon's just and reasonable rate.[74]

(b) The Value Of Verizon's Voluntary Access Is Less Than The Value Of Its Competitors' Mandatory Access.

The only difference that FPL identifies between the pole access provided Verizon and its competitors is that Verizon's access is voluntary and its competitors' access is mandatory.[75] This difference *disadvantages* Verizon because it has had to "purchase" its access to FPL's poles by assuming the cost of pole ownership.[76] Verizon, accordingly, asked the Commission to consider its increased pole access costs because "[a] failure to weigh, and account for, the different rights *and responsibilities* in joint use agreements could lead to marketplace distortions."[77] Verizon also showed that, even if pole access is given no value (instead of a negative value), Verizon should still receive the same rental rate as its competitors.[78] Verizon's approach is validated by FPL's view of future access, Commission precedent, and the history of

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[72] *Id.*

[73] *Id.* at 13.

[74] *See, e.g., Verizon Fla.,* 30 FCC Rcd at 1150-51 (¶ 26); *see also* Reply Exs. A ¶ 18 (Calnon Reply Aff.), C ¶ 7 (Tardiff Reply Aff.).

[75] Resp. at 6-7, 10-11.

[76] *See supra,* Section II.C.1; Compl. ¶¶ 35-39; Reply Exs. A ¶ 18 (Calnon Reply Aff.), C ¶ 9 (Tardiff Reply Aff.).

[77] *Verizon Fla.,* 30 FCC Rcd at 1143 (¶ 8) (quoting *Pole Attachment Order*, 26 FCC Rcd at 5335 (¶ 216 n.654)) (emphasis added).

[78] *See, e.g.*, Compl. ¶ 98 (quoting *Pole Attachment Order*, 26 FCC Rcd at 5336 (¶ 217)).

Section 224. Each establishes that voluntary access does not justify a higher rate than mandatory access.

First, FPL acknowledges that the difference between mandatory and voluntary access has no material value with respect to future access. On numerous occasions, FPL offered Verizon a "pole attachment agreement *similar* to [Verizon's] competitors for new attachments" that would [redacted] FPL even states in its Response that the new telecom rate (provided Verizon's CLEC competitors) may be appropriate for future access.[80] FPL is therefore willing to provide future voluntary access at the same rate it provides mandatory access. There is no good reason to treat past or present access differently.

Second, the Commission confirmed that there is no material difference in value between voluntary and mandatory access for future access. The *Pole Attachment Order* states that incumbent telephone companies with *voluntary* pole access under a new agreement *can be* "comparably situated to telecommunications carriers or cable operators" and should receive *the same rental rate*.[81] The Bureau's February Memorandum Opinion similarly recognizes that, although "incumbent LECs have no statutory right of access to utility poles," they may receive "'*the same rate* as the comparable provider,' *i.e.*, the New Telecom Rate or the Cable Rate"

[79] Resp. Ex. A at Ex. 1 ¶ 46 (Kennedy Decl.) (emphasis added); *see also id.* ¶ 18; [redacted]

[80] Resp. at 55.

[81] *Pole Attachment Order*, 26 FCC Rcd at 5336 (¶ 217).

under new agreements.[82] A higher rate is not justified simply because the incumbent telephone company attaches voluntarily.

Third, the history of Section 224 establishes that voluntary access does not justify a higher rate. Before Congress passed the Telecommunications Act of 1996, *all* access to utility poles was *voluntary*, although cable companies had enjoyed the right to "just and reasonable" rates since 1978.[83] With the 1996 Act, Congress gave cable and telecommunications companies a statutory right of access, but did *not* change the statutory maximum and minimum applicable to cable rates.[84] Congress saw no need to *lower* the cable rate (as FPL's argument would require) because cable access had become mandatory.[85]

Contrary to FPL's current argument, electric companies vigorously challenged Congress's decision on the grounds that Congress should have *increased* the cable rate because mandatory access has *greater* value than voluntary access.[86] One company, for example, demanded that the cable rate increase more than fivefold to account for the higher value of mandatory access.[87]

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[82] *Verizon Fla.*, 30 FCC Rcd at 1142, 1148 (¶¶ 7, 21) (quoting *Pole Attachment Order*, 26 FCC Rcd at 5336 (¶ 217)) (emphasis added).

[83] *See, e.g., FCC v. Fla. Power Corp.*, 480 U.S. 245 (1987); *see also Gulf Power Co. v. United States*, 187 F.3d 1324, 1326-27 (11th Cir. 1999) ("Significantly, the Pole Attachments Act, as originally enacted in 1978, did not require a utility to provide cable companies access to its property. Instead, it provided that if a utility voluntarily chose to provide access, the rate charged for that access was subject to FCC regulation" within a "statutorily defined range of minimum to maximum rates.").

[84] *See, e.g., In the Matter of Implementation of Section 703(e) of the Telecomms. Act of 1996*, 13 FCC Rcd 6777 (1998).

[85] *See, e.g., Gulf Power Co.*, 187 F.3d at 1327.

[86] *Id.* at 1337; *see also* Appellants' Brief at 9-10, 29-36, *Gulf Power Co. v. United States*, 1998 WL 34081817 (11th Cir. Aug. 5, 1998).

[87] *Ala. Power Co. v. FCC*, 311 F.3d 1357, 1365 (11th Cir. 2002) (rejecting electric utility's demand to increase rate from $7.47 to $38.81 per pole to reflect higher value of mandatory

The courts rejected the attempt to increase rates, finding that the same rate provides just compensation for voluntary and mandatory pole access.[88] The Commission agreed, stating:

> Changing the nature of access from voluntary to mandatory did not change the extent of the property occupied. The essential nature of the regulation, a restriction on the price that a utility may charge for attachments to its monopoly-owned poles, remains unchanged. . . . The property at issue, excess, unused pole attachment space, is the same whether the attachment is obtained through voluntarily signed contracts or through mandatory access. . . . [The electric company]'s belief that it is entitled to obtain a higher return on pole attachments that are not voluntarily negotiated has no constitutional basis; the utility pole space is the same property used by [the electric company] in its regulated core business and is only a small portion of otherwise unused property.[89]

FPL's position in this proceeding—that voluntary access has more value than mandatory access—is thus extraordinary and foreclosed by judicial and Commission precedent. The "price that a utility may charge for attachments . . . is the same whether the attachment is obtained through voluntarily signed contracts or through mandatory access."[90] FPL cannot justify its extraordinary rental premium because it "granted voluntary access to a network of poles."[91]

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access); *see also Fla. Cable Telecomms. Ass'n, Inc. v. Gulf Power Co.*, 18 FCC Rcd 9599 (2003) (rejecting electric utility's demand to increase rate from $6.20 to $38.06 to reflect higher value of mandatory access).

[88] *Ala. Power Co.*, 311 F.3d at 1367-71; *Gulf Power Co. v. FCC*, 208 F.3d 1263, 1272 (11th Cir. 2000), *rev'd on other grounds sub nom. Nat'l Cable & Telecomms. Ass'n, Inc. v. Gulf Power Co.*, 534 U.S. 327 (2002); *Gulf Power Co.*, 187 F.3d at 1331; *see also Pole Attachment Order*, 26 FCC Rcd at 5321 (¶ 183 & n.569).

[89] *Ala. Cable Telecomms. Ass'n*, 16 FCC Rcd at 12232 (¶¶ 51-52).

[90] *Id.*

[91] Resp. at i; *see also id.* at 2, 6-11, 14, 27, 38 (relying on voluntary nature of Verizon's pole access); Reply Exs. A ¶¶ 18-19 (Calnon Reply Aff.), C ¶¶ 8-9 (Tardiff Reply Aff.).

(c) FPL's "Value Of Access" Arguments Are Meritless On Their Own Terms.

The remainder of FPL's "value of access" arguments fails because they do not identify comparative differences between Verizon and its competitors, as detailed above.[92] They also fail on their own terms.

First, FPL argues that the value of access should be the replacement cost of the shared poles. The Commission already rejected this argument, finding that "replacement costs less depreciation[] are particularly unsuited for valuing pole attachments."[93] It explained:

> A pole attachment does not displace the utility from its own use of the pole or from the right to license additional users on the pole. Because the utility's interest in the property is not completely destroyed, requiring the use of replacement costs as a measure of just compensation is inappropriate. Also, it is not feasible to reproduce existing utility poles. Zoning, environmental, local government, and financial constraints make it impractical and often impossible to construct new pole systems.[94]

FPL's position is even more extreme than the "inappropriate" methodology rejected by the Commission because FPL does not include depreciation in its analysis. FPL also suggests that it is entitled to both the current cost to replace a pole *and* the redundant current cost to install a

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[92] *See supra*, Sections II.A, II.C.1.a.

[93] *Ala. Cable Telecomms. Ass'n*, 16 FCC Rcd at 12233 (¶ 53); *see also In the Matter of Amendment of Commission's Rules & Policies Governing Pole Attachments*, 16 FCC Rcd 12103, 12114-19 (¶¶ 15-25) (2001); *see also* Reply Exs. A ¶¶ 20-23 (Calnon Reply Aff.), C ¶ 10 (Tardiff Reply Aff.).

[94] *Ala. Cable Telecomms. Ass'n*, 16 FCC Rcd at 12234 (¶ 57). FPL argues that replacement costs are appropriate because they were used in a railroad valuation decision in 1898. *See* Resp. at 11 n.41 (citing *Smyth v. Ames*, 169 U.S. 466 (1898)). But the Commission found "persuasive" the argument that "analogizing to railroads . . . is misguided" in this context. *See Ala. Cable Telecomms. Ass'n*, 16 FCC Rcd at 12226, 12235 (¶¶ 37, 57).

pole.[95] FPL's extraordinary demand exposes the unreasonableness of its position under a statute that pegs "just and reasonable rates" to "the *additional* costs of providing pole attachments."[96]

Second, FPL tries to justify its demanded rates by arguing that Verizon received a "corridor or enhancement value" because it could access a line of utility poles (as could its competitors).[97] The Commission also rejected this argument. Considering the claim that "the value of the linear corridors in the modern technological era is not related to the original cost of a single pole," the Commission held "that Respondent, and pole owners in general, are not entitled to an enhanced value or network value for pole attachments."[98]

Third, FPL argues that Verizon should pay more because it "enjoyed the use of FPL poles to which no other company was entitled" from "the start of the parties' joint use relationship in 1975 until Verizon's competitors obtained mandatory access to FPL's poles under the 1996 Telecommunications Act."[99] FPL thus argues that pole access allowed Verizon to enter the

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[95] *See* Resp. at 10-11; *but see id.* at 26-27 (conceding that requests for replacement and installation valuations are "alternatives").

[96] 47 U.S.C. § 224(d)(1) (emphasis added).

[97] Resp. at 11-12.

[98] *Ala. Cable Telecomms. Ass'n*, 16 FCC Rcd at 12223, 12235 (¶¶ 33, 57). FPL relies on two distinguishable cases that do not involve the valuation of utility corridors or contain the "factor of two to six" that FPL cites. *See* Resp. at 11 n.43 (citing *Appeal of Elgart*, 395 Pa. 343 (1959)), 12 n.45 (citing *N.Y. Cent. Lines, LLC v. State*, 957 N.Y.S.2d 252, 254 (2012)). One also involves the valuation of a rail corridor, which is not a proper analogy here. *See Ala. Cable Telecomms. Ass'n*, 16 FCC Rcd at 12226, 12235 (¶¶ 37, 57). FPL's other support is a report on the placement of underground fiber-optic cable in a National Marine Sanctuary, which says nothing about overhead utility pole valuation and clarifies that estimates for corridor values, when applicable, "vary widely." *See* Fair Market Value Analysis for a Fiber Optic Cable Permit in National Marine Sanctuaries at 7 n.4 (Aug. 2002), *available at* http://sanctuaries.noaa.gov/library/pdfs/fmv_focpermit_final_2002.pdf.

[99] Resp. at 10, 12-14. *But see* Reply Ex. C ¶ 13 (Tardiff Reply Aff.).

market 21 years before its competitors.[100] But Verizon's competitors *were* in the market when the Joint Use Agreement was signed in 1975. In 1987, the Supreme Court found that for "the past 30 years, utility companies throughout the country have entered into arrangements for the leasing of space on poles to operators of cable television systems."[101] That aligns with the parties' 1961 Joint Use Agreement, which refers to the "[e]xisting rights of other parties" on the joint use poles,[102] and the Joint Use Agreement itself, which also accommodates the "[e]xisting rights of other parties."[103] Indeed, by 1978, Congress found that "[i]t is the general practice of the cable television (CATV) industry in the construction and maintenance of a cable system to lease space on existing utility poles for the attachment of cable distribution facilities."[104] Even in the early years of the 1975 Joint Use Agreement, then, Verizon's access to FPL's poles was not unique.[105]

Finally, FPL credits pole access for Verizon's technological advancements.[106] Setting aside the absurdity of this claim, it must be rejected as fundamentally inconsistent with the *Pole Attachment Order*'s ultimate objective of reducing pole attachment rental rates to ensure the

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[100] Resp. at 10, 12-14. FPL's reliance on documents touting "speed to market" is misplaced, *id.* at 13 n.52, because FPL did not rebut Verizon's evidence that there is no material difference between the time it takes for Verizon, and for its competitors, to attach facilities to FPL's poles in order to service a new customer, *see* Compl. ¶¶ 42-45.

[101] *Fla. Power Corp.*, 480 U.S. at 247.

[102] Joint Use Agreement at Art. XVI (Jan. 5, 1961), attached to Pole Attachment Complaint Response as Exhibit B to Exhibit A, *Verizon Fla. LLC v. Fla. Power & Light Co.*, Docket No. 14-216, File No. EB-14-MD-003 (Apr. 4, 2014) ("2014 Resp.").

[103] Compl. Ex. 1 at Art. XIV; *see also* Mot. to Dismiss at 4 (Mar. 27, 2014), attached to Pole Attachment Complaint Reply as Ex. 1, *Verizon Fla. LLC v. Fla. Power & Light Co.*, Docket No. 14-216, File No. EB-14-MD-003 (Apr. 24, 2014) ("2014 Reply").

[104] S. Rep. 95-580, 95th Cong., 1st Sess. 1977, 1978 U.S.C.C.A.N. 109, 120.

[105] Resp. at 12-14.

[106] *Id.* at 13-14. *But see* Reply Exs. A ¶ 24 (Calnon Reply Aff.), C ¶¶ 14-15 (Tardiff Reply Aff.).

widespread availability of broadband and other new, advanced services.[107] FPL would instead charge higher rates to companies because they offer advanced services. FPL's effort to nullify the *Pole Attachment Order* through "value of access" arguments must be rejected.

2. Verizon Paid Far More Than The Value Of Any "Unique Benefits" It Received.

FPL's Response and document production also confirm that Verizon's unique costs to access FPL's poles were paired with significant overpayments for any alleged "benefits" provided by FPL before the Joint Use Agreement terminated. FPL does not dispute that many of the "advantages" that it claimed[108] have not been *competitive* advantages. And for those few competitive advantages that may have any conceivable value, FPL's documents show that Verizon's value estimations were accurate and, if anything, high. No alleged advantage excuses the decades of excessive rental payments that FPL received from Verizon—or justifies carrying those rates into the future.

(a) Permitting New Attachments

FPL—like Verizon—places no value on the fact that "Verizon [was] not required to file a permit application . . . or wait for approval from FPL before attaching."[109] The sole value associated with permitting new attachments, then, is the value associated with the fact that "Verizon was not required to . . . pay an initial fee . . . before attaching."[110] And that value is quite small. As Verizon detailed in its Complaint, the "initial fee" that Verizon avoided was a

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[107] *See, e.g., Pole Attachment Order*, 26 FCC Rcd at 5241 (¶ 1) ("The Order is designed to promote competition and increase the availability of robust, affordable telecommunications and advanced services to consumers throughout the nation.").

[108] *See, e.g., Verizon Fla.,* 30 FCC Rcd at 1148-50 (¶¶ 21, 24).

[109] Resp. at 14-15; *see also* Compl. ¶¶ 42-45.

[110] *See Verizon Fla.,* 30 FCC Rcd at 1148 (¶ 21) ("Verizon was not required to file a permit application, pay an initial fee, or wait for approval from [FPL] before attaching.").

one-time, non-recurring $7.95 administrative application fee paid by other licensees when they sought to make an attachment to an additional FPL pole.[111] This fee, when spread across the poles on which Verizon paid rent, amounted to an annual charge of about 7 cents per pole.[112]

FPL tries to inflate the value of administrative permitting fees by *adding* a $13.00 inspection fee and a $115.00 make-ready engineering fee to the $7.95 administrative permitting fee—additional fees that FPL also seeks to separately recover as inspection fees and make-ready fees.[113] FPL cannot double recover for these fees, which are themselves overstated for reasons detailed below.[114] The sole administrative permitting fee that applies across the board to new attachments is the $7.95 per pole permitting fee relied upon in Verizon's Complaint. According to FPL, it is that "$7.95 per pole administrative fee [that] covers the cost of reviewing and processing the licensee's application to ensure that it meets FPL's requirements and standards."[115] It is also that $7.95 fee that amounted to a $0.07 per-pole charge on the tens of thousands of poles on which Verizon paid rent. Verizon more than covered this $0.07 charge (which it only could have incurred before the Joint Use Agreement terminated in 2012) when it

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[111] Compl. ¶ 41.

[112] Using FPL's data, the number is even lower. Verizon calculated this $0.07 value based on available 1995 to 2012 data. *See* Compl. ¶ 41 and Ex. A ¶ 19 (Calnon Aff.). The same calculation performed on the 1975 to 2012 data in FPL's Response results in a lower $0.03 per pole value. Resp. Ex. A ¶ 34 and Ex. 4 (Kennedy Decl.); Reply Ex. A ¶ 27 (Calnon Reply Aff.).

[113] *See* Resp. at 15 ("Verizon would have paid a make-ready permit application fee of $135.95 . . . for every single pole to which it attached."); Reply Ex. 10 (Revised Application Processing Fee Information) (clarifying that the administrative fee is $7.95 and that total fees of $135.95 only result where the $13.00 inspection fee and $115.00 engineering make-ready fee are also warranted ($7.95 + $13.00 + $115.00 = $135.95)); *see also* Resp. at iii, 15-16 (attributing value to inspection and make-ready fees separately and as components of the permitting fees).

[114] *See infra*, Sections II.C.2.b, II.C.2.g. Treating inspection and make-ready fees separately from administrative permitting fees is appropriate given the Enforcement Bureau's request for separate information about permitting fees, inspection fees, and make-ready. *See Verizon Fla.*, 30 FCC Rcd at 1148, 1150 (¶¶ 21, 24).

[115] Reply Ex. 5 at Resp. to Interrogatory 6.

paid rental rates that were $10 to $20 per pole higher than its competitors paid prior to the effective date of the *Pole Attachment Order*.

(b) Post-Installation Inspections

FPL similarly places no value on the fact that Verizon's attachments were not subject to a mandatory FPL "inspection at the time of installation."[116] For good reason. FPL has the right to inspect, or not inspect, Verizon's facilities just as it has the right to inspect, or not inspect, the facilities of Verizon's competitors.[117] The sole possible value associated with post-installation inspections, then, is any value associated with the fact that "Verizon was not required to pay an inspection fee" when it made new attachments prior to the 2012 termination of the Joint Use Agreement.[118] But the record shows that Verizon's competitors did not then pay an inspection fee, either. Verizon, as a result, had no competitive advantage.[119]

FPL's documents show that it did not charge a $13.00 post-installation inspection fee until December 2013—eighteen months *after* Verizon's right to install facilities on new FPL poles (and thus its ability to incur a post-installation inspection fee) terminated.[120] For all prior

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[116] Resp. at 15-16; Compl. ¶¶ 46-47; *see also Verizon Fla.*, 30 FCC Rcd at 1148 (¶ 21).

[117] FPL's license agreements clarify that FPL may waive post-installation inspections by referring to "[s]uch inspections or surveys made, or not." *See* Reply Exs. 1 § 8.3.1 (License 1), 2 § 7 (License 2), 3 § 3.6 (License 3); [redacted]

[118] *See Verizon Fla.*, 30 FCC Rcd at 1148 (¶ 21).

[119] As noted above, FPL relies on the same inspection fee separately and as a component of the permitting fee. *See supra*, Section II.C.2.a; Resp. at 15-16. FPL cannot double the value of the same alleged benefit by counting it twice. Reply Ex. A ¶¶ 8-9, 26 (Calnon Reply Aff.).

[120] Reply Exs. A ¶¶ 29-32 (Calnon Reply Aff.), 9 at FPL-R8-0003 and 0039 (Permit Invoices) (including inspection fee on just two invoices, which are dated Sept. 8, 2014 and Dec. 26, 2013), 6 (Supp. Resp. to Interrogatory 3) (only including inspection fee in entries dated between Jan. 27, 2014 and Jan. 30, 2015).

time periods, FPL charged just the $7.95 administrative permitting fee discussed above and, when appropriate, a $108.00 make-ready engineering fee discussed below.[121] It did not charge a separate inspection fee.[122]

It is therefore not true that Verizon would have paid a $13.00 inspection fee each time it installed facilities on a new FPL pole before the Joint Use Agreement terminated.[123] There is no evidence that FPL charged anyone a $13.00 inspection fee at that time. Verizon—and its competitors—were therefore identically situated, and no value should be given to the later-created fee.

(c) Location of Facilities on FPL's Poles

FPL's arguments do not rebut Verizon's testimony that its location on FPL's poles *increases* its costs and sets it at a competitive *disadvantage*.[124] *First*, FPL merely speculates that a one-foot difference between the location of Verizon's facilities and its competitor's facilities[125]

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[121] Reply Exs. A ¶¶ 29-32 (Calnon Reply Aff.), 9 at FPL-R8-0008-0038 (Permit Invoices) (showing that inspection fee was not included on invoices dated June 8, 2006 through Dec. 17, 2013), 6 (Supp. Resp. to Interrogatory 3) (showing that inspection fee was not charged for installation requests received between Apr. 15, 2005 and Dec. 31, 2013).

[122] *See* Compl. Ex. 11 at 12 (Permit Manual). FPL appropriately does not claim any right to the $9.95 and $24.95 fees included in its Permit Manual. *See* Resp. at 15-16; *see also* Compl. Ex. 11 at 12, 105 (Permit Manual). As Verizon explained in its Complaint, these fees do not competitively advantage Verizon because they were entirely avoidable fees that did not ever need to be paid by Verizon's competitors. *See* Compl. ¶¶ 48-50.

[123] *See* Resp. at iii, 15-16.

[124] Compl. ¶¶ 53-57.

[125] FPL has instructed its licensees to place their attachments within one foot of Verizon's cable regardless of where Verizon's cable is located on the pole. *See* Compl. Ex. 11 at 25, 40, 54, 68, 84, 101 (Permit Manual); Reply Ex. 3 § 3.4(b) (License 3) ("This space allocation shall be located one foot (1') above the highest joint user or existing third party cable attachment.");

makes Verizon's facilities so much "easier to access than the space used by competitors between Verizon's and Florida Power's attachments"[126] that it offsets the significantly higher costs that Verizon bears because of its lowest pole location.[127] Conclusory allegations cannot overcome Verizon's contrary proof,[128] particularly here, where the absence of proof from FPL followed its extensive discovery into Verizon's increased costs[129]—discovery that corroborated Verizon's testimony that its facilities are more damage-prone due to their lowest pole location.[130] Indeed, FPL's own document production confirmed that Verizon's facilities are prone to increased damage from others working in the space above, as some of FPL's license agreements acknowledge the potential for such damage and require that it be immediately reported.[131]

Second, it is not true that Verizon "must value" the lowest location because it "chooses" that location on other utility poles and "could have chosen to negotiate a different location on the pole for a lower rate but it did not."[132] Verizon's *choice* was not involved in determining its pole location. As FPL has itself explained, standard construction practices—and not Verizon—have

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[126] *See Verizon Fla.*, 30 FCC Rcd at 1148 (¶ 21); *see also* Resp. at 16.

[127] *See* Compl. Ex. E ¶¶ 10, 16-17, 19-21 (Affidavit of Bryan L. Lantz (Mar. 13, 2015) ("Lantz Aff.")); Reply Ex. 11 (Aerial Damage Reports).

[128] *See In re Applications of Priscilla L. Schwier*, 4 FCC Rcd 2659, 2660 (¶ 7) (1989) ("General conclusory allegations and speculation simply are not sufficient.").

[129] *See, e.g.*, Resp. Ex. C at Request Nos. 9, 11, 12, 13, 19.

[130] See Reply Ex. 11 for examples of aerial damage that Verizon has suffered as the lowest attacher on a utility pole.

[131] *See* Reply Exs. 1 §§ 8.1 (License 1) ("The Licensee . . . shall immediately report any damage to FPL and to any other owner of damaged Facilities or attachments."), 11 ("Licensee . . . shall make an immediate report to FPL and to the owners of the other facilities of damage to those facilities."), 2 § 8 (License 2) ("Licensee shall exercise special precautions to avoid damage to facilities of Licensor and of others supported on said Pole and shall make an immediate report to Licensor of the occurrence of any damage.").

[132] Resp. at 16.

relegated Verizon to the lowest position on utility poles.[133] As an incumbent telephone company, it started at the lowest location because historically there were only two attachers—the telephone company and the power company. Those two standard locations did not change when cable companies, competitive telephone companies, and others began attaching to utility poles because the consistency of position eliminates ambiguity about the ownership of various facilities on a pole and ensure that cables do not crisscross mid-span.[134]

Third, Verizon has not saved any bucket truck costs because of its lowest pole location.[135] FPL admits that Verizon's competitors attach to FPL's poles in the space that is reserved for Verizon's exclusive use.[136] By definition, then, Verizon and its competitors require the *same* equipment to access the *same* space. The bucket trucks that Verizon uses to access its facilities—some owned by Verizon and some owned by Verizon's contractors—are just as able to reach the facilities of Verizon's competitors.[137]

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[133] Reply Comments of Fla. Power & Light, Tampa Electric, and Progress Energy Fla. at 17 n.56, *In the Matter of Implementation of Section 224 of the Act; Amendment of the Commission's Rules and Policies Governing Pole Attachments*, WC Docket No. 07-245 (Apr. 22, 2008) ("Apr. 2008 Reply Comments of the Fla. IOUs") (noting that the Blue Book – Manual of Construction Procedures "show[s] that telephone attachments are made at the lowest point on a pole"); *see also* Compl. Ex. E ¶ 16 (Lantz Aff.).

[134] Apr. 2008 Reply Comments of the Fla. IOUs at 17 n.56 (acknowledging that the "NESC encourages utilities to create a uniform order of attachment to facilitate identification of attachers."); *see also* Compl. Ex. E ¶ 16 (Lantz Aff.).

[135] Resp. at 16; Reply Exs. A ¶ 33 (Calnon Reply Aff.), B ¶ 2 (Reply Affidavit of Bryan L. Lantz (Nov. 24, 2015) ("Lantz Reply Aff.")), C ¶ 20 (Tardiff Reply Aff.). FPL faults Verizon for not providing discovery about its bucket truck fleet, Resp. at 16, but FPL never established the relevance of that information to the competitive analysis, never tailored its extraordinarily broad interrogatory to request information about bucket trucks, and never moved for a more complete answer to its interrogatory.

[136] *See, e.g.*, Mot. to Dismiss at 4 (Mar. 27, 2014), attached to 2014 Reply as Ex. 1.

[137] Reply Ex. B ¶ 2 (Lantz Reply Aff.). Verizon did not enjoy cost savings over its competitors with respect to bucket trucks. It certainly did not save "since 1975 . . . $2.25 million for a conservative fleet of ten 42 foot bucket trucks and, conservatively, replacements every 10 years for a total of $22.5 million." Resp. at 27. FPL's figure unreasonably (even according to FPL)

(d) Pole Height

FPL freely concedes that the same pole height "accommodate[s] not only ILECs but many providers as well."[138] FPL further admits that, were it to install shorter poles that do not accommodate Verizon, the poles would also not accommodate "any other communications attacher."[139] These admissions alone establish that Verizon has not been competitively advantaged over its competitors by the height of FPL's poles. FPL would install the same height pole irrespective of whether Verizon—or Verizon's competitors—were to attach.

FPL nonetheless asks the Commission to charge Verizon (but not Verizon's competitors) more to reflect the incremental cost of installing taller poles that can accommodate Verizon and its competitors' attachments. There are four fundamental flaws with FPL's argument.

First, FPL does not deny that Verizon has already paid far more than its competitors for the pole height required to hold communications facilities.[140] Verizon's competitors have fully compensated FPL for the additional height at rates calculated using the cable, new, and pre-existing telecom formulas.[141] Verizon has paid rates up to four times higher.[142]

Second, FPL's argument is based on the incredible claim that, but for the Joint Use Agreement, FPL would never have installed a pole that was tall enough to accommodate Verizon

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assumes that Verizon would replace its entire fleet every four years ($2.25 million * 10 replacements in 40 years = $22.5 million) and relies on cost assumptions that are not supported by any documentary evidence.

[138] Resp. at 16-18; *see also* Compl. ¶¶ 59-60.

[139] Resp. at 11, 17, 38.

[140] Compl. ¶ 61.

[141] *Pole Attachment Order*, 26 FCC Rcd at 5321 (¶ 183) (holding that the new telecom rate—which is lower than the pre-existing telecom rate—and the cable rate are "fully compensatory to utilities").

[142] *See* Compl. ¶ 61.

or Verizon's competitors.[143] The record shows that this is not true. The Joint Use Agreement establishes that a 35-foot pole can accommodate FPL *and* Verizon.[144] Yet more often than not, FPL has installed poles *taller* than 35 feet when *only* FPL is attached to them—a full 69 percent of its poles with only FPL attachments are 40 feet or taller.[145] It has installed similarly tall poles nearly 76 percent of the time where an entity other than Verizon shares the pole with FPL.[146] FPL has thus routinely installed poles that have sufficient space to accommodate FPL *and* communications attachers where Verizon is not itself attached.

FPL has also installed taller poles in areas where Verizon *cannot* attach. FPL did not dispute that its recent storm hardening efforts to replace its poles with stronger, taller poles have centered on areas *outside* Verizon's service territory.[147] And FPL's installation of taller poles has continued *after* Verizon's right to make attachments to new poles terminated in 2012.[148] It is, therefore, not the case that "there would be no communications space for attachments" if Verizon had not entered the Joint Use Agreement with FPL.[149] Nor is it the case that Verizon would have had to pay "make-ready for every single pole to which it wished to attach" and the incremental cost for the new pole.[150] FPL has voluntarily and routinely installed poles that are tall enough to accommodate Verizon even though Verizon is not attached.[151]

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[143] Resp. at 16-17.

[144] Compl. Ex. 1 § 1.1.5 (Joint Use Agreement).

[145] Compl. Ex. G ¶ 22 (Tardiff Aff.).

[146] *Id.*

[147] Compl. ¶ 66.

[148] Reply Exs. A ¶¶ 21, 34 (Calnon Reply Aff.), 5 at Resp. to Interrogatory 8.

[149] Resp. at 17.

[150] *Id.* at 16-17.

[151] Compl. Ex. G ¶ 22 (Tardiff Aff.).

Third, FPL's bald claim that taller poles were required because Verizon admitted that its "copper cable sags one to two feet lower than the cable used by other attachers" is patently false.[152] The only "source" FPL could identify to support its claim was an excerpt from a 1999 NYNEX training manual.[153] It says nothing about the real-world condition of Verizon's facilities, let alone its facilities in Florida.[154] The only relevant record evidence, therefore, establishes that Verizon's cables sag the same amount as its competitors' cables because Verizon has been installing the same light-weight copper and fiber optic cables that its competitors use.[155]

Fourth, FPL vastly overstates the incremental cost of the taller poles, were that cost relevant to the setting of a just and reasonable rate.[156] Rather than base its calculation on the incremental cost that it reported—$125.87 on a lateral pole and $294.71 on a feeder pole—FPL hypothesized that Verizon may have agreed to pay *more* and used $300 and $500 values in its calculation.[157] Had FPL considered the incremental cost of the new poles to which Verizon attached under the Joint Use Agreement using its own $125.87 and $294.71 figures, it would have calculated an incremental cost of about $1.15 to $2.7 million—not $8.4 to $33.5 million.[158] That incremental cost, applied across the poles on which Verizon pays rent, amounts to an annual per-pole charge of $0.48 to $1.13.[159] Pole height does not justify the $10 to $20 premium FPL has imposed on Verizon in the past—or the near $30 premium FPL demands going forward.

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[152] Resp. at iv, 17; Resp. Ex. A ¶ 16 (Kennedy Decl.).

[153] Reply Ex. 12 (Resp. to Request for Production No. 14).

[154] *Id.*

[155] *See* Compl. Ex. E ¶ 23 (Lantz Aff.).

[156] Resp. at 17.

[157] *Id.*; Resp. Ex. A ¶ 12 (Kennedy Decl.).

[158] Resp. at 17; Resp. Ex. A ¶ 12 (Kennedy Decl.); Reply Ex. A ¶ 36 (Calnon Reply Aff.).

[159] Reply Ex. A ¶ 36 (Calnon Reply Aff.).

(e) Pole Replacements

FPL continues to argue that Verizon is advantaged because FPL has a "legal right" to refuse to replace a pole where needed to make room for one of Verizon's competitors.[160] But FPL does not address Verizon's argument that FPL *also* has a "legal right" to refuse to replace a pole for Verizon in similar circumstances.[161] And FPL does not deny that, where a pole is replaced, Verizon—like its competitors—pays for the new pole.[162] In other words, Verizon and its competitors are the same.

FPL unsuccessfully tries to create competitive value for Verizon in two ways. *First*, FPL states that it has exercised its legal right to decline to expand capacity with respect to other attachers, albeit "only in certain circumstances."[163] FPL did not disclose that those circumstances are entirely inapplicable to Verizon and others that seek to attach in the communications space on the utility pole. FPL relies exclusively on its denial of two pole replacements that would have accommodated pole top antennas.[164] FPL did not want the entity's cable to pass through its power supply space[165]—a situation that does not occur when facilities are attached, as Verizon's are, in the communications space on FPL's poles.[166]

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[160] Resp. at 18.

[161] Compl. ¶ 69; Compl. Ex. 1 § 2.2 (Joint Use Agreement) ("Each party reserves the right to exclude from joint use those poles . . . which, in the judgement of Owner, (a) are required for the sole use of the Owner, (b) would not readily lend themselves to joint use because of interference, hazards or similar impediments, present or future, or (c) have been installed primarily for the use of a third party.").

[162] Compl. ¶ 72.

[163] Resp. at 18.

[164] Reply Ex. 13 at FPL-R15-0007, FPL-R15-0017 (Pole Top Evaluations).

[165] *Id.*

[166] Reply Ex. B ¶ 4 (Lantz Reply Aff.).

Second, FPL argues that "[i]n the absence of the joint use agreement and in the event FPL elected not to change out a pole to accommodate Verizon, then in each instance Verizon would have borne the full cost of installing its own pole."[167] That is already true under the Joint Use Agreement. The only difference is that—because of the Joint Use Agreement—Verizon does not own the pole it pays for. FPL instead becomes the owner of the newer, stronger, taller pole that Verizon finances and continues to pay rent on.[168] The Joint Use Agreement does not advantage Verizon.

(f) Insurance and Indemnification

FPL does not dispute that Verizon has insurance in greater amounts than FPL has required of FPL's competitors.[169] FPL instead argues that Verizon has purchased the insurance "on its own initiative, not as a prerequisite to attaching to FPL's poles."[170] But that does not change the fact that Verizon's financial obligation would not change were it to attach pursuant to the same insurance requirement in FPL's license agreements. Verizon has enjoyed no financial benefit.

With respect to indemnification obligations, Verizon is competitively *disadvantaged.* FPL summarily states that "third party attachers are required to provide a broad form indemnity to FPL."[171] But Verizon is subject to an even broader, less favorable indemnification provision.[172] FPL's draft license agreement [redacted]

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[167] Resp. at 18.

[168] Compl. ¶ 70.

[169] *See* Compl. ¶ 73; Resp. at 18.

[170] Resp. at 18.

[171] *Id.*

[172] Compl. Ex. 1 at Art. XIII (Joint Use Agreement).

[redacted] Verizon instead has unbounded responsibility for all covered damages under the indemnification provision in the Joint Use Agreement (which FPL does not even cite).[174] It is, therefore, simply not true that "Verizon is avoiding responsibility for potentially large claims that may arise during the use and maintenance of the utility poles that are presently assumed by third party attachers."[175] Verizon has assumed the same responsibility and more.

(g) Make-Ready Costs

FPL's data also corroborate Verizon's estimate of make-ready fees ($108.00 per pole) and costs ($600.00 per pole).[176] Together, these amounted to a per pole charge of about 59 cents on the poles on which Verizon paid rent before termination of the Joint Use Agreement.[177] FPL instead tries to impose make-ready fees and costs on Verizon that it has never imposed on Verizon's competitors.

First, FPL argues that Verizon should have paid make-ready fees and costs "for every single pole to which it attached."[178] But FPL charges Verizon's competitors make-ready fees and costs *only* for attachments to "poles requiring FPL Make Ready."[179] And FPL estimates that

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[173] [redacted]

[174] Compl. Ex. 1 at Art. XIII (Joint Use Agreement); *see also* Compl. ¶ 74.

[175] Resp. at 18.

[176] Compl. ¶ 78.

[177] *Id.* Using FPL's data, the number is even lower. Verizon calculated the $0.59 impact based on available 1995 to 2012 data. *See* Compl. ¶ 78; Compl. Ex. A ¶ 19 (Calnon Aff.). The same calculation performed on 1975 to 2012 data provided by FPL results in a lower $0.07 per pole value. Compl. Ex. 7 (Invoices); Resp. Ex. A ¶ 34 and Ex. 4 (Kennedy Decl.); Reply Ex. A ¶ 44 (Calnon Reply Aff.).

[178] Resp. at 15.

[179] Compl. Ex. 11 at 12 (Permit Manual) (emphasis in original); Reply Ex. 10 (Revised Application Processing Fee Information) (emphasis in original).

the percentage of poles requiring FPL make ready "is approximately 10%."[180] FPL's data and invoices show that this estimate is high—it has invoiced make-ready fees about 2.4 percent of the time.[181] There is, therefore, no support for a claim that Verizon's competitors paid—and Verizon, therefore, avoided—make-ready fees and costs 100 percent of the time.

It is no answer that, absent the Joint Use Agreement, "FPL's poles would not have been installed to accommodate Verizon" such that every pole would have required make-ready.[182] The record shows that FPL has installed poles with far more space than Verizon requires in areas where Verizon is not attached and cannot attach.[183] Over two-thirds of FPL's own poles, with only FPL's attachments, are 40 feet or taller.[184] These poles—which were not installed to accommodate Verizon—nonetheless have room for Verizon and several of Verizon's competitors.[185] FPL make-ready would not be required.

FPL's claim is also contradicted by the few times that it has charged Verizon's competitors make-ready. Because they are not party to the Joint Use Agreement, accepting FPL's argument requires the assumption that FPL has *not* installed poles to accommodate them. Yet FPL has only charged them for make-ready about 2.4 percent of the time.[186] Verizon, if subject to the same license regime, would have paid no more. FPL's estimate that electric make-

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[180] Declaration of Thomas J. Kennedy ¶ 2, attached to Reply Comments of the Fla. Investor-Owned Electric Utilities, *In the Matter of Implementation of Section 224 of the Act; A National Broadband Plan for Our Future*, WC Docket No. 07-245, GN Docket No. 09-51 (Oct. 4, 2010).

[181] Reply Exs. A ¶ 43 (Calnon Reply Aff.), C ¶¶ 20, 26-27 (Tardiff Reply Aff.); *see also* Reply Exs. 9 (Permit Invoices), 6 (Supp. Resp. to Interrogatory 3).

[182] Resp. at 15.

[183] *See supra*, Section II.C.2.d.

[184] Compl. Ex. G ¶ 22 (Tardiff Aff.).

[185] Compl. Ex. E ¶ 14 (Lantz Aff.).

[186] Reply Exs. A ¶ 43 (Calnon Reply Aff.), C ¶¶ 20, 26-27 (Tardiff Reply Aff.); *see also* Reply Exs. 9 (Permit Invoices), 6 (Supp. Resp. to Interrogatory 3).

ready would be needed for 10 percent of attachments made to additional FPL poles was overstated.[187]

Second, FPL argues that its make-ready fee is $135.95 when it was $108.00 during the relevant time period. FPL includes in its $135.95 fee a $7.95 administrative fee, a $13.00 post installation inspection fee, and a $115.00 make-ready engineering fee.[188] The $7.95 and $13.00 components are detailed above,[189] and cannot be double-counted as make-ready fees. The $115.00 component, although properly classified as a "make-ready fee," is overstated because it reflects a fee increase that FPL instituted in December 2013 (from $108.00 to $115.00).[190] Verizon's right to install facilities on new FPL poles (and thus its ability to incur a make-ready fee) had terminated eighteen months earlier. The appropriate make-ready fee, therefore, is the $108.00 make-ready engineering fee charged by FPL before termination of the Joint Use Agreement[191] and relied upon in Verizon's Complaint.[192]

Third, FPL argues that make-ready costs should be $4,390 per pole to reflect the "typical charge to a third party applicant for the replacement of an FPL distribution pole with a taller

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[187] Compl. ¶ 78; Reply Exs. A ¶ 43 (Calnon Reply Aff.), C ¶¶ 20, 26-27 (Tardiff Reply Aff.).

[188] Resp. at 15; Reply Ex. 10 (Revised Application Processing Fee Information).

[189] *See* Sections II.C.2.a, II.C.2.b.

[190] Reply Exs. A ¶ 40 (Calnon Reply Aff.), C ¶¶ 26-27 (Tardiff Reply Aff.), 9 at FPL-R8-0003 and 0039 (Permit Invoices) (including $115.00 fee on just two invoices, dated Sept. 8, 2014 and Dec. 26, 2013), 6 (Supp. Resp. to Interrogatory 3) (only including $115.00 fee in four entries dated between Jan. 27, 2014 and Jan. 30, 2015).

[191] Reply Exs. A ¶ 40 (Calnon Reply Aff.), C ¶¶ 26-27 (Tardiff Reply Aff.), 9 at FPL-R8-0008-0038 (Permit Invoices) (showing $108.00 fee on invoices dated July 27, 2009 through Dec. 11, 2013), 6 (Supp. Resp. to Interrogatory 3) (showing that $108.00 fee was charged for installation requests received between May 27, 2005 and Dec. 31, 2013).

[192] Compl. ¶ 78. Using $115.00 as the appropriate fee would not change the $0.07 valuation of the make-ready benefit using FPL's data. Reply Ex. A ¶ 44 (Calnon Reply Aff.).

stronger distribution pole."[193] But if Verizon were to require a pole change-out under the Joint Use Agreement, FPL admits that it "pays the cost of the new pole *and then invoices Verizon when the work is complete*."[194] Verizon has not "avoided" pole replacement costs—and so FPL cannot seek to impose them again on Verizon as "make-ready" costs.

FPL alternatively argues that make-ready costs should cover the "incremental cost to install a pole 100 inches taller than required by FPL."[195] FPL has also tried to capture this cost as the value of the alleged pole height benefit;[196] it cannot reclassify it as make-ready to capture it twice. And, in any event, Verizon's payment of this incremental cost for 2.4 percent of the attachments that it made to additional poles under the Joint Use Agreement would have only amounted to an annual per pole payment of $0.01 to $0.03—well captured by the $0.59 per pole charge that Verizon estimated for make-ready.[197]

Finally, FPL argues that Verizon has avoided $45 to $65 per hour fees for work with FPL's designated pole attachment contractor, which FPL estimates add up to about $100 to $150 per pole in engineering costs per pole installed.[198] In fact, the relevant make-ready costs are the costs that were actually invoiced and collected by FPL. And FPL's data show that FPL charged, on average, $675.93 for each pole requiring FPL make ready between 2005 and the Joint Use

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[193] Resp. at 15.

[194] 2014 Resp. at 28 (emphasis added).

[195] Resp. at 15; Resp. Ex. A ¶ 12 (Kennedy Decl.).

[196] *See supra*, Section II.C.2.d.

[197] Compl. ¶ 78; Reply Ex. A ¶ 41 (Calnon Reply Aff.).

[198] Resp. at 15.

Agreement's termination in 2012.[199] FPL's data thus corroborate Verizon's $600.00 per pole make-ready cost estimate.

More importantly, FPL's data show that Verizon's $0.59 make-ready estimate is high. Using the actual data, Verizon at most avoided $675.93 in costs and $108.00 in fees for 2.4 percent of the attachments that Verizon made to additional poles under the Joint Use Agreement. This amounted to a per pole charge of $0.07 when allocated across the poles on which Verizon paid rent.[200] Make-ready did not justify the $10 to $20 rental premium Verizon paid under the Joint Use Agreement.

3. Verizon Also Overpaid For Any Additional "Benefits" FPL Has Alleged.

FPL's Response, if anything, shows that Verizon's Complaint overestimates the value of the benefits alleged by FPL and cited in the Bureau's Memorandum Opinion. Based on the best data then available, Verizon estimated that the "benefits" received before termination of the Joint Use Agreement supported an annual per pole charge of not more than $0.66 (an application charge of about $0.07 and a make-ready charge of about $0.59)[201]—an immaterial amount that does not account for the increased costs that Verizon incurred to maintain its own poles for FPL's attachments and provide reciprocal benefits to FPL. FPL's data now show that the value is even smaller—about $0.10 (an application charge of about $0.03 and a make-ready charge of about $0.07).[202] Verizon instead paid FPL rates that were $10 to $20 higher than its competitors

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[199] Reply Exs. A ¶ 42 (Calnon Reply Aff.), C ¶¶ 26-27 (Tardiff Reply Aff.), 6 (Supp. Resp. to Interrogatory 3).

[200] Reply Ex. A ¶ 44 (Calnon Reply Aff.).

[201] Compl. ¶ 79; Compl. Ex. A ¶¶ 21, 39 (Calnon Aff.).

[202] *See supra*, Sections II.C.2.a, II.C.2.g.

paid.[203] As explained below, FPL also failed to justify this premium with the additional "benefits" it identified.

(a) Ground Bonding

FPL informed Verizon that it would be withdrawing its arguments about ground bonding.[204] For good reason. Every attacher on a pole must attach to the same ground bond for safety purposes. There is, therefore, no situation where FPL's ground bond would be sufficient for Verizon, but not for Verizon's competitors.[205]

(b) Easements and Rights-of-Way Permits

FPL focuses only on the few utility poles on private property that are not covered by municipal right-of-way use permits, general platted utility easements, or condominium green space covenants that authorize use of utility poles by all utilities.[206] For the few private poles at issue, FPL claims that Verizon received "substantial value" because FPL "attempt[ed] to obtain an easement for Verizon" and, "[i]n many cases," did.[207] But FPL provided this *same value* to Verizon's competitors. Every easement that FPL produced for poles placed under the Joint Use Agreement extends rights equally to Verizon and its competitors.[208]

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[203] Compl. Ex. A ¶ 8 (Calnon Aff.).

[204] Reply Ex. 8 at 2 (Letter from C. Zdebski, Counsel, FPL to C. Huther, Counsel, Verizon (Sept. 9, 2015)) ("FPL will be withdrawing the arguments in its Response regarding bonding costs (*See* Response pp. 21-22).").

[205] Compl. ¶ 80.

[206] Resp. at 19-21; *see also* Compl. ¶ 81 (distinguishing types of easements and rights-of-way).

[207] Resp. at 19.

[208] Reply Ex. 14 at FPL-R16-0007-0057 (Easements) (fifty easements authorizing "any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes."). FPL produced four additional easements and one right-of-way agreement that do not contain this language, but each predates the Joint Use Agreement and treats Verizon and its competitors comparably. Three 1967 easements only authorize "electric transmission and distribution lines." *Id.* at FPL-R16-0004-0006. One 1970 easement and 1955 right-of-way agreement authorize "telephone and

FPL presents two arguments to try to overcome the equal treatment it provided to Verizon and its competitors. *First*, FPL argues that easements that authorize use of a utility pole for "communications purposes" do not provide "cable television rights or video transmission rights."[209] But cable and video transmissions are "communications."[210] And, in any event, the distinction FPL draws is irrelevant. If an easement authorizes a particular use by Verizon, it authorizes that same use by Verizon's competitor. They remain identically situated.

Second, FPL argues that Verizon must "value" FPL's efforts because it found a draft license agreement online that states that Verizon's licensees are "responsible for obtaining all ROWs, easements, licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required."[211] This statement in an unexecuted 2005 draft agreement says nothing about whether Verizon and its competitors are comparably situated in FPL's Florida service territory. But it is also taken out of context, as the next sentence (that FPL does not quote) clarifies that easements will, in general, apply equally to Verizon and its competitors—the licensee's responsibility is limited to those few cases where an

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telegraph" use that courts have held also authorizes use for cable television purposes. *See* n.210, *infra*; Resp. Ex. A at Ex. 3 (Kennedy Decl.); Reply Ex. 14 at FPL-R16-0058-0059.

[209] Resp. at 19.

[210] *See, e.g., Corley v. Entergy Corp.*, 246 F. Supp. 2d 565, 579 (E.D. Tex. 2003) (holding that use of "the term 'communications'" in an easement includes "not only voice and data, but also video transmission"). Courts have held that narrower "telephone" use easements similarly authorize cable and video transmissions. *See, e.g., C/R TV, Inc. v. Shannondale, Inc.*, 27 F.3d 104, 107, 109-10 (4th Cir. 1994) (holding that "an easement to construct poles and to string electrical power and telephone wires on the poles includes the right to string television transmission cables"); *Salvaty v. Falcon Cable Television*, 165 Cal. App. 3d 798, 802-03 (Cal. Ct. App. 1985) (holding that easement that authorized use for "telephone and electric light and power wires" authorizes use for cable television); *Henley v. Continental Cablevision of St. Louis County, Inc.*, 692 S.W.2d 825, 827, 829 (Mo. Ct. App. 1985) (holding that easement for "telephone and electric light purposes" authorized use for cable television); *Jolliff v. Hardin Cable Television Co.*, 269 N.E.2d 588, 592 (Ohio 1971) (holding that easement that authorized use for "telegraph or telephone wires" authorizes use for television cable).

[211] Resp. at 20.

"additional easement" is required.[212] Here, FPL has not produced a single easement for a pole placed under the Joint Use Agreement that would require an "additional easement" from Verizon's competitors. Verizon and its competitors are comparably situated.

Finally, even if there were any competitive value for this alleged benefit, it would not be the "substantial value" claimed by FPL.[213] For even if Verizon needed to obtain its own easement to attach to an FPL pole, FPL would have already obtained an easement so that FPL could use the pole. As a result, the value of Verizon's easement would be "the difference in value of the land before and after the second easement."[214] This incremental difference is nominal at best. It amounts to the addition of a communications cable to a pre-existing utility pole that already has electric transmission wires so that, in many cases, the property owner can receive requested telephone or broadband service. As a result, FPL's claim that the price for an easement would "range from about $8,000 per mile to $110,000 per mile" is absurd.[215] This value was recommended for underground fiber-optic cable in a National Marine Sanctuary[216]—not the addition of a cable to a pre-existing utility pole. FPL has not even shown that it has paid

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[212] Draft Pole Attachment and Conduit Occupancy Licensing Agreement § 10.1 (June 8, 2005), *available at* https://www22.verizon.com/wholesale/attachments/pcl/PCL_VZW_License.doc.

[213] Resp. at 20-21.

[214] *Cordones v. Brevard Cnty.*, 781 So. 2d 519, 524 (Fla. Dist. Ct. App. 2001) ("[W]here an easement is imposed on land which is already burdened with easements, the fee owner is entitled to compensation represented by the difference in value of the land before and after the second easement.").

[215] Resp. at 20 & n.90 (citing Fair Market Value Analysis for a Fiber Optic Cable Permit in National Marine Sanctuaries (Aug. 2002), *available at* http://sanctuaries.noaa.gov/library/pdfs/fmv_focpermit_final_2002.pdf).

[216] Fair Market Value Analysis for a Fiber Optic Cable Permit in National Marine Sanctuaries (Aug. 2002), *available at* http://sanctuaries.noaa.gov/library/pdfs/fmv_focpermit_final_2002.pdf (cited at Resp. at 20 n.90).

that much for an easement; the sole cost evidence it produced is the "$1.00 and other good and valuable consideration" written on the face of its easements.[217]

(c) "Unauthorized" Attachment Fees

FPL argues that Verizon does not pay unauthorized attachment fees, but concedes that Verizon pays back rent, pro-rated to the date of the last survey, regardless of when an additional attachment was made.[218] FPL has thus identified a mere difference in name for the same costs.

FPL claims without documentation that Verizon paid "only about half the amount paid by . . . Verizon's competitors [for unreported attachments] pursuant to the FCC's orders."[219] This cannot be true for all of Verizon's competitors because one of FPL's representative license agreements does not authorize FPL to charge any unauthorized attachment fees or impose any back rent liability for unreported attachments.[220] Verizon is, therefore, *disadvantaged* as compared to competitors that attach under that and other similar agreements.

But even if some of Verizon's competitors paid unauthorized attachment fees as authorized by FCC precedent, the amounts at issue are trivial. The highest fee that FPL could charge Verizon's competitors was five times the current annual rental fee.[221] This fee, if applied

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[217] Reply Ex. 14 (Easements).

[218] *See* Ex. 1 § 10.9 (Joint Use Agreement) ("The adjustment and the number of attachments shall be deemed to have been made equally over the years elapsed since the preceding inventory. Unless otherwise agreed upon, retroactive billing for the pro-rated adjustment will be added to the normal billing for the year following completion of the field inventory.").

[219] Resp. at 23.

[220] Reply Ex. 2 (License 2); *see also* Reply Ex. 8 at 1 (Letter from C. Zdebski, Counsel, FPL to C. Huther, Counsel, Verizon (Sept. 9, 2015)) (describing produced license agreements as "a representative sample" of FPL's agreements). It is impossible to determine whether FPL has collected unauthorized attachment fees from other licensees or what per-pole amounts it charged because FPL was only able to produce two unauthorized attachment invoices (neither marked paid or supported by payment records) that charged $1,974.40 and $4,255.33 based on worksheets that FPL did not produce. Reply Ex. 15 (Unauthorized Attachment Invoices).

[221] Compl. ¶ 84.

to each of Verizon's new attachments identified during FPL's most recent survey, amounts to an annual per-pole charge of about 20 cents when pro-rated across the five-year survey period.[222] FPL concedes that Verizon already paid "about half" this amount.[223] The difference between Verizon and its competitors, therefore, is about 10 cents. The possibility that Verizon's competitors incurred an entirely avoidable fee amounting to 10 *cents* did not justify charging Verizon 10 to 20 *dollars* more in rent each year.[224]

(d) Government-Required Pole Relocations and Replacements

FPL concedes that Verizon's competitors *also* do not pay for pole relocations or replacements that are required by the Department of Transportation or other Florida governmental entities.[225] There is therefore no competitive advantage to Verizon. If anything, there is a competitive disadvantage because Verizon as a pole owner (unlike Verizon's competitors) incurs the relocation and replacement costs when its own poles are affected.[226]

(e) Abandoned Poles

FPL admits that some of its license agreements give Verizon's competitors "the same right" that Verizon has to take ownership of poles that are abandoned by FPL.[227] That alone establishes that Verizon is identically situated to its competitors. FPL nonetheless argues that Verizon should pay more than its competitors for two reasons. *First*, FPL claims that it

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[222] Compl. ¶ 85.

[223] Resp. at 23.

[224] Reply Ex. A ¶ 48 (Calnon Reply Aff.).

[225] Resp. at 23 ("Attachers, including Verizon when it is on FPL poles, only coordinate the transfer of their facilities to the new pole.").

[226] *Id.*

[227] Resp. at 24.

"typically attempts to negotiate to avoid providing an attacher such a right."[228] FPL's hope or goal in negotiations, however, does not trump the actual terms and conditions in its license agreements—which FPL concedes include the "same right" to take ownership of abandoned poles.[229]

Second, FPL argues that license agreements containing the "same right" to take ownership of abandoned poles are "exceptional and charge an attachment rate higher than the telecom rate."[230] But the license agreements are hardly "exceptional." The right to take ownership of abandoned poles is in [redacted] FPL license agreements.[231] Even FPL's draft license agreement provides that FPL [redacted] FPL also cannot, and does not, charge Verizon's competitors rates higher than the new telecom rate. Instead, it uniformly charges Verizon's competitors at either of two rates—the cable rate and the new telecom rate.[233]

(f) Time of Rental Payment

FPL invoices Verizon annually in arrears and Verizon's competitors semi-annually in advance—a time difference that has a value at Florida's statutory interest rate of about $0.30 per

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[228] *Id.*

[229] *Id.*

[230] *Id.*

[231] *See* Reply Exs. 3 § 5.4 (License 3), 4 § 5.4 (License 4); [redacted]

[232] [redacted]

[233] Reply Ex. 5 at Resp. to Interrogatory 2.

pole.[234] FPL makes three errors in trying to inflate this value to $2.41 per pole, a value that is still far lower than the $10 to $20 rental premium that FPL has imposed on Verizon.[235]

First, FPL calculates interest on the significantly higher rentals that it has demanded from Verizon instead of the rentals that Verizon's competitors pay.[236] But if Verizon were comparably situated to its competitors, it would pay the *same* rental rate at the *same* time.[237] Verizon, therefore, appropriately isolated the value associated with a difference in timing by using the rate that may be charged Verizon's competitors in its calculation.[238]

Second, FPL improperly expands the time difference by relying on its own delay in invoicing Verizon, claiming that it has allowed Verizon to pay rent as late as May.[239] But FPL *may* invoice Verizon as early as January,[240] and it *did* invoice Verizon in January or February for each of the 2008 through 2011 rental years.[241] The fact that FPL unilaterally delayed sending other invoices shows that FPL does not consider a few months' difference in invoicing to have "material" value.[242] It does not increase the value of the "benefit" provided by the Joint Use Agreement. That "benefit" remains the approximately 9-month average difference between the

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[234] Compl. ¶ 88.

[235] Resp. at 24.

[236] *Id.*

[237] Reply Ex. A ¶ 52 (Calnon Reply Aff.), C ¶¶ 31-34 (Tardiff Reply Aff).

[238] Compl. ¶ 88.

[239] Resp. at 24.

[240] Compl. Ex. C ¶ 14 (Affidavit of Steven R. Lindsay (Mar. 12, 2015) ("Lindsay 2015 Aff.")).

[241] Compl. Ex. 7 at 1-7 (Invoices).

[242] Compl. ¶ 88.

month that FPL could invoice to Verizon (January) and Verizon's competitors (1/2 in December and 1/2 in June).[243]

Third, FPL improperly measured the time value of money using an unsupported 5.6% cost of capital.[244] Instead, "for the time value of its money, [FPL] should receive *interest* to restore [FPL] to status quo."[245] Verizon was therefore correct to use Florida's 4.75% statutory interest rate[246] to estimate the value of this benefit at about $0.30 per pole.[247]

(g) Performance Bond or Letter of Credit

FPL includes just one conclusory sentence in its Response about this alleged benefit: "Unlike its competitors, Verizon avoids the expense and obligation of obtaining a performance bond or letter of credit."[248] But FPL's license agreements show that Verizon's competitors also avoid this expense and obligation. Three of FPL's four "representative" agreements do not include a performance bond or letter of credit requirement.[249] [redacted]

[redacted]

[243] Compl. Exs. A ¶ 48 (Calnon Aff.), G ¶ 30 (Tardiff Aff.); Reply Exs. A ¶ 53 (Calnon Reply Aff.), C ¶ 35 (Tardiff Reply Aff.).

[244] Resp. Ex. B ¶ 19 (5.6% cost of capital); Resp. at 24 (5.4% cost of capital).

[245] *Crane v. Barnett Bank of Palm Beach Cnty.*, 698 So. 2d 902, 904 (Fla. Dist. Ct. App. 1997) (emphasis added); *see also Westgate Miami Beach, LTD. v. Newport Operating Corp.*, 55 So. 3d 567, 574 (Fla. 2010) ("[P]rejudgment interest . . . is intended to make the plaintiff whole by accounting for the time-value of money.").

[246] Fla. Stat. § 55.03; Judgment Interest Rates, *available at* http://www.myfloridacfo.com/Division/AA/Vendors/#.VQHjO454rYg; *see also* Reply Exs. A ¶ 53 (Calnon Reply Aff.), C ¶ 37 (Tardiff Reply Aff.). Use of Florida's statutory interest rate is conservative in light of the lower IRS interest rate that could be used. *See id.*

[247] Compl. ¶ 88.

[248] Resp. at v.

[249] Reply Exs. 2 (License 2), 3 (License 3), 4 (License 4); *see also* Reply Ex. 8 at 1 (Letter from C. Zdebski, Counsel, FPL to C. Huther, Counsel, Verizon (Sept. 9, 2015)) (describing produced license agreements as "a representative sample" of FPL's agreements).

[redacted] That leaves just one license agreement with a performance bond requirement—and it sets the bond at $5,000.[251] The cost of obtaining a bond in that minimal amount would have no impact on Verizon's per pole rental rate.

(h) Operations & Maintenance (O&M) and Administrative & General (A&G) Expenses

Finally, FPL argues that Verizon has avoided the O&M and A&G expenses that are incorporated into the FCC's rate formula.[252] But FPL demands that Verizon pay rental rates that are four times the rates that result from the FCC's rate formula.[253] And going forward, Verizon seeks the same rental rate as that paid by its competitors which, by definition, would include the same O&M and A&G expenses. Verizon is not advantaged.[254]

D. FPL Does Not Dispute That Verizon Does Not, And Will Not, Enjoy The Vast Majority Of Alleged Benefits Because The Joint Use Agreement Terminated In June 2012.

FPL's evidence thus shows that Verizon conservatively estimated the value of the alleged "unique benefits" that Verizon receives under the Joint Use Agreement at about $0.96 per pole (an application charge of $0.07, a make-ready charge of $0.59, and an interest payment of $0.30).[255] FPL's data support a *lower* per pole value of about $0.40 (an application charge of $0.03, a make-ready charge of $0.07, and an interest payment of $0.30).

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[250] [redacted]

[251] Reply Ex. 1 (License 1).

[252] Resp. at 25-26.

[253] *Compare, e.g.,* Compl. Ex. B ¶ 10 (Calnon 2014 Aff.) (calculating $8.52 new telecom rate for 2011) *with* Compl. Ex. 7 at 7 (demanding $35.465 rate from Verizon for 2011).

[254] Reply Exs. A ¶¶ 55-58 (Calnon Reply Aff.), C ¶¶ 21-23 (Tardiff Reply Aff.).

[255] Compl. ¶ 91.

The Bureau's Memorandum Opinion also sought the value of any unique "expenses [Verizon] avoided under the Agreement" *after* its termination on June 9, 2012.[256] FPL does not substantively respond to Verizon's argument that these "expenses" amount to about $0.30 per pole—and are offset by the continued pole ownership costs that Verizon bears in order to access FPL's poles.[257] FPL does, however, admit the fact that justifies a lower post-termination rate: according to FPL, it "has no need or legal obligation to install poles" for Verizon's use because of the Joint Use Agreement's termination.[258] It is therefore improper to set a post-termination rate based on the value of an alleged benefit that is provided, if ever, when the attachment is first made to an FPL pole.[259] Such "benefits" are no longer available to Verizon and cannot advantage it over its competitors.[260]

E. FPL's Attempts To Avoid Application Of The *Pole Attachment Order* Should Be Rejected.

FPL devotes a significant portion of its Response to arguments that seek to evade the *Pole Attachment Order*'s rate reforms—or at least delay its rate reductions as long as possible. Many of FPL's arguments have already been rejected. The others are meritless as well. The Commission found that rate relief, back to the effective date of the *Pole Attachment Order*, is needed to remove "barriers to affordable telecommunications and broadband services."[261] The Commission's reforms should not be delayed any longer.

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[256] *See Verizon Fla.*, 30 FCC Rcd at 1150 (¶ 24).

[257] Compl. ¶¶ 92-96, 104, 111.

[258] Resp. at 11.

[259] Reply Ex. A ¶¶ 60-61 (Calnon Reply Aff.).

[260] *See Verizon Fla.*, 30 FCC Rcd at 1148 (¶ 22) (recognizing that only "*some*" of the alleged benefits may "have prospective value") (emphasis added).

[261] *See, e.g.*, *Pole Attachment Order*, 26 FCC Rcd at 5241, 5334 (¶¶ 3, 214 n.647).

1. The *Pole Attachment Order* Is Valid And Enforceable.

FPL again raises a series of meritless objections to the validity and enforceability of the *Pole Attachment Order*.[262] *First*, FPL argues that the Commission lacks jurisdiction over the pole attachments of incumbent telephone companies.[263] This issue is settled: "the Commission has authority to ensure that incumbent LECs' attachments to other utilities' poles are pursuant to rates, terms and conditions that are just and reasonable."[264]

Second, FPL argues that application of the *Pole Attachment Order* is unlawfully secondarily retroactive because FPL will react to its application by refusing to install poles that are tall enough to accommodate cable, CLEC, or wireless attachments.[265] FPL's threat lacks teeth given its consistent deployment of poles that are tall enough to accommodate communications attachers in areas where Verizon is not attached and cannot attach.[266] But it also is irrelevant to the secondary retroactivity analysis. As the Bureau recognized, FPL bears "a heavy burden" to prove that a rule is arbitrary and capricious.[267] It cannot make the rule

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[262] *Compare* Resp. at 37-41, 51-55 *with* 2014 Resp. at 10-20, 40-41.

[263] Resp. at 51-55; *see also* 2014 Resp. at 40-41.

[264] *Pole Attachment Order*, 26 FCC Rcd at 5330 (¶ 208); *see also Am. Elec. Power Serv. Corp. v. FCC*, 708 F.3d 183, 188 (D.C. Cir. 2013), *cert. denied*, 134 S. Ct. 118 (2013) ("Given our analysis of the relevant language, we very much doubt if the prior interpretation was reasonable."). FPL asks the Commission to reconsider its decision in light of the *Open Internet Order*. *See* Resp. at 53-54. There is no reason to do so. FPL argues that the classification of broadband Internet access service as a telecommunications service means that all pole attachments within the Commission's jurisdiction are either by cable companies (covered by 47 U.S.C. § 224(d)(3)) or by telecommunications carriers (covered by 47 U.S.C. § 224(e)(1)). FPL's argument is therefore a mere extension of its refusal to recognize the Commission's recognized authority under 47 U.S.C. § 224(b)(1) to regulate the attachments of incumbent telephone companies. *Pole Attachment Order*, 26 FCC Rcd at 5330 (¶ 208).

[265] Resp. at 37-38.

[266] *See supra*, Section II.C.2.g; Compl. Ex. G ¶ 20 (Tardiff Aff.); Reply Ex. C ¶¶ 28-30 (Tardiff Reply Aff.).

[267] *Verizon Fla.*, 30 FCC Rcd at 1146 (¶ 18).

"arbitrary and capricious" by its own threatened reaction to the rule. The rule must itself be arbitrary and capricious. And here it is not: "applying the just and reasonable standard to the [Joint Use] Agreement is neither arbitrary nor capricious.[268] It will ensure that FPL receives a fully compensatory rate that "incentivizes utility companies to invest in poles, and ensures that electric customers are not burdened by excessive rates."[269]

Third, FPL recycles its argument that application of the *Pole Attachment Order* is arbitrary and capricious because it would change the Joint Use Agreement under which FPL claims to have "made substantial, necessary capital investments" and may increase its customers' rates.[270] The Bureau already considered these claims and was "not persuaded."[271] "[A]dopting a just and reasonable rate [will] not render Florida Power's investment in poles 'worthless.' Florida Power has collected rates under the Agreement for nearly 40 years and would be paid a just and reasonable rate going forward."[272] That rate will ensure that FPL (and its ratepayers) are fully compensated.[273]

2. Verizon Is Entitled To Relief Under The *Pole Attachment Order*.

FPL again tries to exclude Verizon from the rate reforms provided by the *Pole Attachment Order* with a series of flawed arguments.[274] *First*, FPL contests the Bureau's conclusion that Verizon "genuinely lacks the ability to terminate an existing agreement and

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[268] *Id.* at 1145 (¶ 17).

[269] *Id.* at 1146 (¶ 19); *Pole Attachment Order*, 26 FCC Rcd at 5299 (¶ 137) (finding that the new telecom rate is "just, reasonable, and fully compensatory").

[270] Resp. at 38-41; *see also* 2014 Resp. at 15-20.

[271] *Verizon Fla.*, 30 FCC Rcd at 1146 (¶ 19).

[272] *Id.*

[273] *See Pole Attachment Order*, 26 FCC Rcd at 5299 (¶ 137) (finding that the new telecom rate is "just, reasonable, and fully compensatory").

[274] Compare Resp. at 30-37, 45-51 *with* 2014 Resp. at 14-15, 20-21, 30-32, 37-40.

obtain a new arrangement," arguing that Verizon, in fact, terminated the Joint Use Agreement.[275] The Commission resolved this question correctly the first time. Termination of the Joint Use Agreement did not terminate the unjust and unreasonable rental rate provision, which FPL previously argued would control "for as long as [Verizon's] attachments remain on Florida Power's poles pursuant to the evergreen clause."[276]

FPL has tried to temper its position, now arguing that the rental rate provision will control until a joint use pole is replaced due to age, damage, or Florida Public Service Commission requirements.[277] FPL's new position is contrary to the Joint Use Agreement, which clarifies that termination is limited to the right to make "attachments to *additional* poles,"[278] meaning those poles for which space is not "actually occupied by attachments or reserved therefor" by virtue of the attachment on the pole being replaced.[279] But even if FPL's new reading were correct (which it is not), Verizon would still genuinely lack the ability to terminate the rental rate provision. FPL does not dispute that it will not provide a lower rate until a joint use pole is replaced. FPL did not identify any poles that it replaced between 2005 and 2015,[280] and has set Verizon's rate based on an assumption that [redacted]

[275] Resp. at 30-32; 2014 Resp. at 15, 20-21; *see also Verizon Fla.*, 30 FCC Rcd at 1150 (¶ 25).

[276] *See id.*; *see also* 2014 Resp. at 21 ("[U]ntil the parties negotiate a new agreement, the terms and rates of the [Joint Use] Agreement continue to apply to Verizon's attachments.").

[277] Resp. at 30-32.

[278] Compl. Ex. 1 § 11.2 (emphasis added) (Joint Use Agreement).

[279] *Id.* § 1.1.4 (Joint Use Agreement).

[280] Reply Ex. 5 at Resp. to Interrogatory 8.

[redacted] Verizon "genuinely lacks the ability to terminate an existing agreement."[282]

Second, FPL again asks the Commission to deny rate relief because Verizon paid only undisputed amounts pending resolution of this dispute.[283] Verizon did so only after FPL flatly refused to consider any rate modification for existing attachments well after the *Pole Attachment Order* took effect.[284] Verizon's decision was consistent with State law, which permits payment of undisputed amounts pending resolution of a dispute.[285] It was also consistent with the Commission's prior consideration of Pole Attachment Complaints in which disputed funds were *not* paid pending FCC review.[286] The Commission did not chastise the parties for withholding payment of disputed amounts; in one case, it even acknowledged that a party found it necessary (as here) to pay only the undisputed amount "as an incentive for [the other party] to negotiate."[287]

Third, FPL argues that Verizon is not entitled to rate relief because it has not shown that it has used the disputed funds that it is withholding pending resolution of this Complaint to offer

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[281] [redacted]

[282] *See Pole Attachment Order*, 26 FCC Rcd at 5336 (¶ 216).

[283] Resp. at 45-48; 2014 Resp. at 30-32.

[284] Compl. Ex. C ¶¶ 16-20 (Lindsay Aff.).

[285] *See e.g., Leatherwood v. Sandstrom*, 583 So. 2d 390, 392 (Fla. 4th DCA 1991) ("[W]ith that issue still pending it was error to require payment of the mortgagee in full . . . . The trial court instead could permit payment of undisputed amounts . . . .").

[286] *See, e.g., Cablecom-General, Inc. v. Central Power & Light Co.*, 50 Rad. Reg. 2d (P&F) 473 (1981); *Appalachian Power v. Capitol Cablevision Corp.*, 49 Rad. Reg. 2d (P&F) 574 (1981); *Texarkana TV Cable Co., Inc. v Southwestern Elec. Power Co.*, 49 Rad. Reg. 2d (P&F) 1043 (1981); *Tele-Ception of Winchester, Inc. v Kentucky Utilities Co.*, 49 Rad. Reg. 2d (P&F) 1572 (1981).

[287] *Appalachian Power Co.*, 49 Rad. Reg. 2d (P&F) at 575 (¶ 4).

lower prices for broadband Internet access service.[288] FPL's argument is curious given its insistence that it will be entitled to the funds when this Complaint is resolved. It is also misplaced. Verizon's substantial investments in next-generation fixed and mobile broadband networks are well-documented.[289]

Fourth, FPL again argues that Verizon did not comply with the Commission's executive-level negotiation requirement.[290] FPL's argument is even more misplaced the second time around. The Commission's rules require executive-level negotiations regarding "the pole attachment dispute."[291] Verizon has had them in spades. It has tried in good faith to resolve this pole attachment dispute through informal negotiations, executive-level discussions, [redacted] court-ordered mediation, and FCC mediation. Verizon's representatives at each face-to-face negotiation had "sufficient authority to make binding decisions" regarding the dispute.[292] This dispute continues *not* because of "obstacles" or issues presented by Verizon.[293]

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[288] Resp. at 32-37.

[289] *See, e.g.*, Comments Of Verizon On The Eleventh Broadband Progress Notice Of Inquiry, Docket No. 15-191 (Sept. 15, 2015); *see also id.* at 4 n.9 (citing CTIA, Annual Year-End 2014 Top-Line Survey Results, at 11, *available at* http://www.ctia.org/docs/default-source/Facts-Stats/ctia_survey_ye_2014_graphics.pdf?sfvrsn=2 (showing U.S. wireless providers' network investments of more than $32 billion in 2014 alone)).

[290] Resp. at 48-51; 2014 Resp. at 37-40.

[291] 47 C.F.R. § 1.1404(k). This "pole attachment dispute" language clarifies that a second executive-level negotiation was not required before Verizon filed this Pole Attachment Complaint about the same "pole attachment dispute." *See* Compl. ¶ 9 n.12. In any event, the parties have since again engaged in executive-level negotiations, this time at a mediation with Commission Staff on September 15 and 16, 2015.

[292] *See* 47 C.F.R. § 1.1404(k).

[293] Resp. at 49-51. Tellingly, FPL was unable to produce any contemporaneous internal communications to substantiate its complaints about the parties' negotiations.

F. Verizon Is Entitled To The Properly Calculated Rate That Applies To Its Competitors As Of The Effective Date Of The *Pole Attachment Order*.

FPL alternatively argues that, if Verizon is entitled to a new rate, it should be calculated under the pre-existing telecom formula, multiplied by two or four, and made effective on the date of the Commission's order in this proceeding.[294] Verizon is instead entitled to a properly calculated rate under the new telecom methodology made effective on July 12, 2011, the effective date of the *Pole Attachment Order*.

1. FPL Miscalculates The New And Pre-Existing Telecom Rates.

As with the first Complaint proceeding, FPL's calculation of the 2011 rental rates under the Commission's rate formulas show that it agrees with Verizon regarding several inputs. FPL uses the same carrying charge rate, treats the service area as urbanized, and relies on the Commission's presumption that there are five attaching entities on the joint use poles.[295] FPL similarly relied on the Commission's presumptive number of attaching entities when invoicing Verizon's competitors,[296] and has not asked to use a different number here.[297] The parties' rate calculation dispute, as a result, is limited to two inputs—space occupied and pole height. FPL uses improper values for each, which has the effect of improperly inflating its calculated rates.[298]

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[294] *Id.* at 41-45.

[295] *See* Compl. Ex. B ¶¶ 5, 7, 9 (Calnon 2014 Aff.); Resp. Ex. G ¶ 22 (Spain 2014 Decl.); Reply Ex. 5 at Resp. to Interrogatory 5; 47 C.F.R. § 1.1417(c); [redacted]

[296] Reply Ex. 5 at Resp. to Interrogatory 5 ("FPL utilizes the presumptions in the calculation of the space factor outlined in the Code of Federal Regulations (CFR), Title 47, Sections 1.1417 and 1.1418.").

[297] Nor could it, given the heavy burden that it has not attempted to meet to rebut the Commission's presumption. *See, e.g.*, *Teleport Commc'ns Atlanta, Inc. v. Ga. Power Co.*, 17 FCC Rcd 19859, 19866 (¶ 18) (2002).

[298] Reply Exs. A ¶¶ 62-66 (Calnon Reply Aff.), C ¶¶ 38-41 (Tardiff Reply Aff.).

First, FPL assigns four feet of space to the "space *occupied*" input, but cites solely the amount of space *allocated* to Verizon in the Joint Use Agreement and photographs of seven poles that do *not* show that Verizon occupies four feet of space.[299] FPL admits that "Verizon does not use all of its allocated space on the joint use poles."[300] And FPL's photographs show—in FPL's words—that "Verizon has at least four feet of space available to use" or that Verizon's attachment "is not at the bottom of its four feet of space."[301] In either case, Verizon's attachment is not, in fact, *occupying* four feet of space. FPL, as a result, has not rebutted the presumptive value for space *occupied*—not allocated.[302] FPL then compounds its calculation error by multiplying the rate it calculates by four.[303] This turns the Commission's per pole rate

[299] Resp. at 29-30, 41-43.

[300] Mot. to Dismiss Reply Brief at 3, *FPL v. Verizon Fla.*, Case No. 13-014808-CA-01 (Fla. 11th Cir. Ct. Apr. 25, 2014); *see also, e.g.*, Mot. to Dismiss at 6, attached as Ex. 1 to 2014 Reply ("Verizon is not actually occupying the space" reserved under the Joint Use Agreement).

[301] Reply Ex. 16 (FPL's notes about photographs).

[302] 47 C.F.R. §§ 1.1409(e),1.1418; Reply Exs. A ¶ 64 (Calnon Reply Aff.), C ¶¶ 38-40 (Tardiff Reply Aff.). FPL's representation that Verizon "claims it uses" two feet of space is entirely unsupported and unsupportable. *See* Resp. at 30. FPL has presented no survey or actual data showing the space occupied by Verizon on the joint use poles. And Verizon has represented that any survey data would likely show that it uses far less than two feet of space because recent verified audits of its facilities in other service areas showed that Verizon's attachments occupied no more than 1.25 feet of space on average. Compl. Ex. D ¶ 9 (Affidavit of Steven R. Lindsay (Jan. 31, 2014) ("Lindsay 2014 Aff.")).

[303] Reply Exs. A ¶ 65 (Calnon Reply Aff.), C ¶ 38 (Tardiff Reply Aff.). FPL's error is particularly apparent in its response to Verizon's Interrogatory No. 2 where it purports to compare rental rates "per whole foot of space." Reply Ex. 5 at Resp. to Interrogatory 2.

methodology[304] into a per foot rate methodology that improperly charges Verizon four times the proper amount of unusable space on the pole.[305]

Second, FPL continues to argue without any survey or other evidence that "the correct average pole height should be the presumptive height of 37.5 feet"—even though Verizon invited FPL to produce the data that supports its claim.[306] At the same time, FPL admits that the only actual data that has been submitted—FPL's own rate calculation worksheet—"include[s] a 41 foot value."[307] Verizon, therefore, was correct to rely on the data that was provided rather than on FPL's unsupported pole height assertion.[308] The Commission should do the same.[309] The resulting new telecom rate for 2011 is $8.52 per pole.[310]

2. FPL Previously Agreed That The Commission's Decision Will Take Effect As Of The Effective Date Of The *Pole Attachment Order*.

The Commission should reject FPL's request to make any award of rate relief effective on the date of its order in this proceeding rather than the effective date of the *Pole Attachment*

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[304] *Amendment of Commission's Rules and Policies Governing Pole Attachments; Implementation of Section 703(e) of the Telecommunications Act of 1996*, Consolidated Partial Order on Reconsideration, 16 FCC Rcd 12103, 12122 (¶ 31) (2001) (describing formula "to determine the maximum just and reasonable rate *per pole*") (emphasis added).

[305] Unusable space must be allocated *equally* among attaching entities. 47 U.S.C. § 224(e)(2) (requiring "an equal apportionment of such costs among all attaching entities"); 47 C.F.R. § 1.1417(a) (requiring that "unusable space . . . be allocated to such entity under an equal apportionment of such costs among all attaching entities").

[306] Resp. at 43; *see* Compl. ¶ 100.

[307] Resp. at 43.

[308] Reply Exs. A ¶ 66 (Calnon Reply Aff.).

[309] *See, e.g., Teleport Commc'ns*, 17 FCC Rcd at 19866 (¶ 18) ("[A]s with all our presumptions, either party may rebut this presumption with a statistically valid survey or actual data.").

[310] Compl. Ex. B ¶ 10 (Calnon 2014 Aff.).

Order.[311] FPL's request is contradicted by Commission rules and FPL's own admissions that this Complaint proceeding will determine the just and reasonable rate as of July 12, 2011.

The Commission's rules provide for relief in a Pole Attachment Complaint "as far back in time as the applicable statute of limitations allows."[312] Here, the applicable statute of limitations extends back further than the *Pole Attachment Order*,[313] so Verizon requested relief as of the *Order*'s effective date. FPL asks instead for an effective date that is *later* than the date that the Commission rejected for being too late. The Commission's prior rule made relief effective on the date that a Pole Attachment Complaint was filed. The Commission moved away from this approach because it "fails to make injured attachers whole," is "inconsistent with the way that claims for monetary recovery are generally treated under the law," and "discourages pre-complaint negotiations between the parties to resolve disputes about rates, terms and conditions of attachment."[314] The D.C. Circuit affirmed the Commission's decision to provide relief as far back as the statute of limitations allows and found it "hard to see any legal objection to the Commission's selection" of this "reasonable period for accrual of compensation for overcharges or other violations of the statute or rules."[315]

Verizon is, therefore, entitled to a new just and reasonable rate as of the July 12, 2011 effective date of the *Pole Attachment Order*. FPL agrees, having represented to the state court

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[311] Resp. at 43-45.

[312] *Pole Attachment Complaint*, 26 FCC Rcd at 5290 (¶ 112); 47 C.F.R. § 1.1410(a)(3).

[313] *See* Fla. Stat. § 95.11(2)(b) (setting the statute of limitations at 5 years for a "legal or equitable action on a contract" in Florida). This is the "applicable" statute of limitations because the statute that governs certain Commission proceedings does not apply to this case, which is not an action for "recovery of . . . lawful charges," 47 U.S.C. § 415(a), or an action for damages or overcharges against a common carrier, *id.* § 415(b), (c).

[314] *Pole Attachment Complaint*, 26 FCC Rcd at 5289 (¶ 110).

[315] *Am. Elec. Power Serv. Corp.*, 708 F.3d at 190.

on numerous occasions that the Commission would set the rate as of July 12, 2011, and that the Commission's rate would control. FPL urged the state court to determine the rates that result from the formula in the Joint Use Agreement as of July 12, 2011 even though they may not ultimately be recoverable, because "[i]f the FCC determines at some later date that Verizon is entitled to pay less than the contract rate for any relevant time period, it can order FPL to reimburse Verizon for any overpayment resulting from this Court's ruling."[316] FPL was similarly clear that "the FCC, at some point, is going to set a rate, at some point, and whatever rate they set will be the rate" as of July 12, 2011.[317] FPL later confirmed its position in a filing with the Commission, stating that "the Commission's 'just and reasonable' rate determination will govern Verizon's attachments to FPL's poles. That 'just and reasonable' rate determination may be different from what FPL seeks in state court [for the post-July 12, 2011 period] and will supersede any rate determination by the state court."[318]

The Commission should set that just and reasonable rate at the properly calculated new telecom rate that applies to Verizon's competitors effective July 12, 2011 because Verizon attaches pursuant to comparable terms and conditions.[319] Doing so will send a strong message that the Commission stands ready to enforce its *Pole Attachment Order* to ensure the just and reasonable rates that are essential to the Commission's efforts to promote broadband deployment.

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[316] Compl. Ex. 13 at 2 (FPL's Opp. to Mot. to Stay (Mar. 27, 2014)).

[317] Mar. 17, 2015 Hearing Tr. at 20:17-20, attached as Exhibit A to Motion to Reset Trial Date, *FPL v. Verizon Fla.*, Case No. 13-014808-CA-01 (Fla. 11th Cir. Ct. Apr. 24, 2015).

[318] Joint Motion to Expedite Resolution of Verizon's Pole Attachment Complaint ¶ 2, *Verizon Fla. v. FPL*, Docket No. 15-73, File No. EB-15-MD-002 (Apr. 1, 2015).

[319] For 2011, the properly calculated new telecom rate is $8.52 per pole. Compl. Ex. B ¶ 10 (Calnon 2014 Aff.). In no event should Verizon's rate exceed the rate that results from a proper application of the pre-existing telecom formula. For 2011, this properly calculated pre-existing telecom rate is $12.91 per pole. *Id.*

III. CONCLUSION

For the foregoing reasons, and those detailed in its filings in this and the prior related Pole Attachment Complaint proceeding, Verizon respectfully requests that the Commission:

(1) order that the unjust and unreasonable rate provision in the parties' Joint Use Agreement is terminated effective July 12, 2011,

(2) substitute for the unjust and unreasonable rate provision in the parties' Joint Use Agreement a provision effective July 12, 2011 that sets Verizon's annual rate as (a) $8.52 per pole for July 12 – December 31, 2011, and (b) updated annually thereafter at the rate properly calculated in accordance with the Commission's new telecom formula using the presumptions of 47 C.F.R. §§ 1.1417 and 1.1418 with the exception of pole height for which the proper input is 41 feet, and

(3) order FPL to refund any amounts paid in excess of the just and reasonable rate following the July 12, 2011 effective date of the *Pole Attachment Order*.

Respectfully submitted,

VERIZON FLORIDA LLC

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Dated: November 24, 2015

CERTIFICATE OF SERVICE

I hereby certify that on November 24, 2015, I caused a copy of the foregoing Pole Attachment Complaint Reply and Affidavits and Exhibits in support thereof, to be served on the following (service method indicated):

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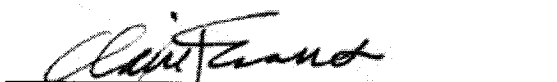

Claire J. Evans

PUBLIC VERSION

Before the
Federal Communications Commission
Washington, DC 20554

VERIZON FLORIDA LLC, Complainant, v. FLORIDA POWER AND LIGHT COMPANY, Respondent.	)	Docket No. 15-73 File No. EB-15-MD-002 Related to Docket No. 14-216 File No. EB-14-MD-003

Affidavits

A. Reply Affidavit of Mark S. Calnon, Ph.D. (Nov. 24, 2015).

B. Reply Affidavit of Bryan L. Lantz (Nov. 24, 2015).

C. Reply Affidavit of Timothy J. Tardiff, Ph.D. (Nov. 24, 2015).

D. Reply Affidavit of Claire J. Evans, Esq. (Nov. 24, 2015).

Exhibits

1. Agreement with Florida Power and Light Company ("FPL") (Mar. 9, 1995), as redacted by FPL.

2. Agreement with FPL (Sept. 1, 1984), as redacted by FPL.

3. Agreement with FPL (Sept. 22, 1995), as redacted by FPL.

4. Agreement with FPL (Jan. 1, 2000), as redacted by FPL.

5. FPL's Amended Objections and Responses to Verizon's Interrogatories (July 28, 2015).

6. FPL's Supplemental Response to Verizon's Interrogatory No. 3 (Sept. 9, 2015).

7. FPL's Amended Objections and Responses to Verizon's Requests for Production of Documents (July 28, 2015).

8. Correspondence about Discovery: Letter from C. Huther, Counsel, Verizon Florida LLC ("Verizon") to C. Zdebski, Counsel, FPL (Aug. 21, 2015); Letter from C. Huther, Counsel, Verizon to C. Zdebski, Counsel, FPL (Sept. 2, 2015); Letter from C. Zdebski, Counsel, FPL, to C. Huther, Counsel, Verizon (Sept. 9, 2015).

9. Invoices for Permit Fees dated June 8, 2006 through Sept. 8, 2014, as redacted by FPL.

10. Revised Application Processing Fee Information, as produced by FPL on July 28, 2015.

11. Verizon Aerial Damage Reports.

12. FPL's Response to Verizon's Request for Production No. 14 for "[a]ll documents concerning the statement on page 17 of FPL's Response that 'Verizon's attachments require more space than their competitors due to sag."

13. FPL's Pole Top Evaluations dated January 22, 2013, as redacted by FPL.

14. FPL's Easements.

15. FPL's Invoices for "Unauthorized Attachments" dated Dec. 20, 2009 and Dec. 17, 2010.

16. FPL's Notes about Utility Pole Photographs, as redacted by FPL.

17. FPL's 2014 Invoice to Verizon.

18. FPL's Support for its Calculation of the 2014 Invoiced Rate.

PUBLIC VERSION

Reply Exhibit A

PUBLIC VERSION

Before the
Federal Communications Commission
Washington, DC 20554

VERIZON FLORIDA LLC, Complainant, v. FLORIDA POWER AND LIGHT COMPANY, Respondent.	)	Docket No. 15-73 File No. EB-15-MD-002 Related to Docket No. 14-216 File No. EB-14-MD-003

REPLY AFFIDAVIT OF MARK S. CALNON, PH.D.

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF BUCKS)

I, MARK S. CALNON, being sworn, depose and say:

1. I am a Senior Consultant in the Telecom Finance Group of Verizon Services Corporation. I filed two prior Affidavits dated January 31, 2014 and March 13, 2015 in support of the Pole Attachment Complaint of Verizon Florida LLC ("Verizon") against Florida Power and Light Company ("FPL").[1] I am executing this Reply Affidavit to respond to certain assertions made by FPL in its June 29, 2015 Response to Verizon's Pole Attachment Complaint.[2]

[1] *See* Pole Attachment Complaint, *Verizon Florida LLC v. Florida Power and Light Company*, Docket No. 15-73, File No. EB-15-MD-002, Related to Docket No. 14-216, File No. EB-14-MD-003 (Mar. 13, 2015) ("Complaint") at Exs. A (Second Affidavit of Mark S. Calnon, Ph.D. (Mar. 13, 2015) ("Second Affidavit")), B (Affidavit of Mark S. Calnon, Ph.D. (Jan. 31, 2014) ("First Affidavit")).

[2] *See* Response to Pole Attachment Complaint, *Verizon Florida LLC v. Florida Power and Light Company*, Docket No. 15-73, File No. EB-15-MD-002, Related to Docket No. 14-216, File No. EB-14-MD-003 (June 29, 2015) ("Response").

I know the following of my own personal knowledge and, if called as a witness in this action, I could and would testify competently to these facts under oath.

2. Since the effective date of the *Pole Attachment Order*, FPL has demanded rates from Verizon ($35.465, $36.225, $37.155, and $37.975 per pole for 2011 through 2014, respectively) that far exceed the new telecom rates applicable to Verizon's competitors. In my First Affidavit, I explained that, for the 2011 rental year, the proper application of the Commission's new telecom rate formula results in an $8.52 per pole rate and that the proper application of the Commission's pre-existing telecom rate formula (applicable to Verizon's competitors before the effective date of the *Pole Attachment Order*) results in a $12.91 per pole rate.[3] In my Second Affidavit, I provided the additional information requested by the Enforcement Bureau's February 11, 2015 Memorandum Opinion and Order about certain alleged advantages that FPL claims to have provided to Verizon but not to Verizon's competitors.[4] Specifically, the Bureau asked (1) whether the monetary value of the alleged unique advantages is less than the difference between the rates paid by Verizon and by Verizon's competitors over time and (2) what prospective value the alleged advantages have following the June 9, 2012 termination of the parties' Joint Use Agreement.[5]

3. I concluded that Verizon has never received a unique benefit from FPL that provided it a material monetary advantage over its competitors, but that it has incurred unique and substantial costs to access FPL's poles that have disadvantaged it as compared to its competitors. My analysis showed, in particular, that (1) Verizon's unreasonably high rental rate paid several times over for the unique advantages FPL claims to have provided under the Joint

[3] *See* Complaint, Ex. B (First Affidavit).

[4] *See* Complaint, Ex. A (Second Affidavit).

[5] *See Verizon Fla. LLC v. Florida Power & Light Co.*, 30 FCC Rcd 1140, 1148-50 (¶¶ 22, 24) (EB Feb. 11, 2015) ("Memorandum Opinion").

Use Agreement,[6] and (2) the prospective value of the alleged advantages is so small (approximately $0.30) that it cannot be said to render Verizon materially advantaged over its competitors, particularly when the offsetting unique disadvantages associated with Verizon's joint use of FPL's poles are considered.[7] As such, I concluded that the properly calculated new telecom rate that applies to Verizon's competitors is the just, reasonable, and fully compensatory rate for Verizon's attachments to FPL's poles effective July 12, 2011.[8]

4. For reasons detailed in this Reply Affidavit, nothing in FPL's Response or subsequent document production changes my conclusions. Section A explains several serious and systemic flaws in FPL's valuation approach that render it inaccurate, unreliable, and non-responsive. Section B details the errors in FPL's value assessments for each of the alleged unique benefits. Section C points out the failure of FPL to address the difference in this case between the value of alleged benefits prior to, and after, the June 2012 termination of the Joint Use Agreement. Section D concludes with errors in FPL's application of the Commission's new telecom and pre-existing telecom rate formulas.

A. FPL's Valuation Methodology Contains Several Fundamental Flaws.

5. As next detailed, FPL's defense of its demanded rates is premised on a seriously flawed comparison that (1) gives value to "benefits" that are not uniquely enjoyed by Verizon; (2) assigns redundant value to multiple alleged "benefits," (3) uses different time periods when comparing "benefits" to rental payments, (4) compares historical to current costs, (5) assumes—contrary to its records—that every alleged "benefit" is provided every time an attachment is made to an additional FPL pole, and (6) fails to compare its valuations to an annualized, per-pole

[6] Complaint, Ex. A ¶¶ 8-53 (Second Affidavit).

[7] *Id.* ¶¶ 54-56.

[8] *Id.* ¶¶ 6, 57.

rental payment. These flaws, which apply across the board, make FPL's valuation analysis inaccurate, unreliable, and non-responsive to the rate-setting question before the Commission.

1. FPL Improperly Relies On "Benefits" That Are Not Unique to Verizon.

6. FPL's Response attributes value to several items that have no bearing on the issue before the Commission. Proper application of the principle of competitive neutrality requires consideration of only those items that advantage or disadvantage Verizon as compared to cable companies and competitive local exchange carriers. This is because competitive neutrality, by definition, must treat similarly situated attachers similarly. The only exception allowing for one entity to receive a different rate is if it attaches pursuant to different terms and conditions that carry different monetary value. The Commission properly recognized this fact when it decided to exercise its authority to regulate incumbent local exchange carrier rates to account only for the "*differences* between incumbent LECs and telecommunications carrier or cable operator attachers."[9] The Enforcement Bureau similarly properly framed the relevant analysis as the "benefits under the Agreement that are not provided to other attachers."[10]

7. FPL instead seeks to warp the inquiry and exaggerate the value of the alleged benefits by including benefits that are enjoyed by both Verizon and its competitors (and even enjoyed by FPL itself). For example, FPL argues that Verizon avoided costs because Verizon leased space on FPL's network of distribution poles instead of owning its own poles, that Verizon was able to attach to poles in the area where it has customers, and that Verizon has been

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[9] *See Implementation of Section 224 of the Act; A National Broadband Plan for Our Future*, Report and Order and Order on Reconsideration, 26 FCC Rcd 5240, 5333 (¶ 214) (2011), *aff'd Am. Elec. Power Serv. Corp. v. FCC*, 708 F.3d 183 (D.C. Cir. 2013), *cert. denied*, 134 S. Ct. 118 (2013) ("*Pole Attachment Order*") (emphasis added).

[10] *Verizon Fla.*, 30 FCC Rcd at 1149-50 (¶ 24).

able to enhance the value of its service offerings over time.[11] Each of these assertions is equally true of Verizon's competitors. FPL also argues that Verizon should be responsible for the pole height that is caused by the addition of any communications entity—Verizon or its competitor—to an FPL pole.[12] These and other similar consistencies between Verizon and its competitors are not responsive to the proper competitive neutrality inquiry, which is limited to differential terms and conditions. By including similarities in its analysis, FPL has significantly overstated the value of alleged "unique benefits" at issue in this proceeding.

2. FPL Improperly Includes Redundant Valuations.

8. FPL's Response repeats charges multiple times for a cost that at most could only have been incurred one time. For example, FPL imputes a value to post-installation inspection fees separately and as an element of permitting fees.[13] It also includes costs associated with the placement of a pole in several different sections of its brief.[14] FPL seems to acknowledge that it cannot recover the same costs twice, which is correct.[15] FPL concedes that Verizon's competitors would only be charged one post-installation inspection fee,[16] so that fee can only be valued once. Similarly, were it true that Verizon's rate should include an add-on because of the addition of communications space on an FPL pole (which is not true because the new telecom rate already compensates FPL for that space and because of other reasons detailed below and in my Second Affidavit), Verizon could only be charged for that additional space once. It cannot properly be charged for the full cost of the taller pole as well as the incremental cost associated

[11] Response at 6-14.

[12] *Id.* at 16-17.

[13] *Id.* at 14-16.

[14] *See, e.g., Id.* at 10, 11, 15, 17.

[15] *See id.* at 15 (stating that "it is worth noting" separate valuation of post-inspection installation fees), 26-28 (presenting "alternative" valuations).

[16] *Id.* at 15-16.

with the additional height.[17] Similarly, Verizon cannot be charged the incremental or full cost of the pole multiple times for the same pole. Verizon would not need to pay for the additional height as a make-ready cost, a pole access cost, and a pole height cost, even though FPL's Response includes it in each category.[18]

9. FPL's inclusion of various redundant costs appears designed solely to heighten the appearance of value. For example, while FPL claims that Verizon could have built its own network for $115 million over the past forty years, FPL includes an alternative argument that would hold Verizon responsible for $305 million in one year for sharing FPL's network.[19] Quite obviously, if the choice is between the two (which it is not, because the underlying values are not supported for reasons detailed below), the appropriate value would be the $115 million value. No rational economic entity would choose to pay $305 million in one year when it could deploy an entire replacement network for $115 million over forty years.

3. FPL Improperly Compares Different Time Periods.

10. FPL improperly compares the value it attributes to the "benefits" it claims to have provided Verizon when it made its initial attachment to about 67,000 poles to the rent that Verizon paid over a far shorter period when FPL's data show that Verizon made an initial attachment to about 9,000 poles.[20] FPL, as a result, significantly skews its comparison, charging

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[17] *See, e.g., id.* at 10 (seeking full cost of taller pole), 11 (seeking full cost of taller pole), 15 (seeking full cost of taller pole), 17 (seeking incremental cost of taller pole).

[18] *See id.* at 9-11 (pole access), 14-15 (make-ready), 16-17 (pole height).

[19] *Id.* at 26-28.

[20] *See, e.g., id.* at 28; Response, Ex. A ¶ 34 (Declaration of Thomas J. Kennedy (June 29, 2015) ("Kennedy Decl.")). Where noted below, this Affidavit calculates the possible value associated with certain alleged "benefits" based on data provided by FPL. Because the value associated with the particular benefits that I provide new values for could only have been enjoyed before the Joint Use Agreement terminated in 2012, I base my calculations on pole numbers provided by FPL for 1975 through 2012. Mr. Kennedy states that Verizon had attachments on 58,000 poles in 1975, Response Ex. A ¶ 34, and FPL's invoice charged Verizon for attachments to 67,149

Verizon for rebuilding an entire network but crediting Verizon only for rental payments made after over 86% of Verizon's network was already in place.[21] The proper analysis must compare consistent time periods. Without data from FPL about the rental payments that Verizon made *before* 1975 or any argument from FPL that it provided unique benefits under the parties' prior Joint Use Agreement that should be considered, the proper comparison is one that compares Verizon's receipt of alleged benefits after 1975 to FPL's rental demands after 1975.[22] This one methodological flaw results in FPL's ability to overstate its valuations by a factor of 7.4.[23] When corrected, FPL's own calculation no longer supports its conclusion that "[t]he total value of the benefits provided to and costs avoided by Verizon since 1975 dwarfs the amount it has paid."[24] For example, FPL estimates the costs avoided by Verizon (in current costs) to total $115

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poles in 2012, Complaint Ex. 7. [redacted] This means that Verizon was attached to an average of 62,575 poles during the 1975 and 2012 time period, during which it made attachments to 9,149 additional poles (67,149 poles in 2012 – 58,000 poles in 1975 = 9,149 attachments to additional poles). Verizon, as a result, made attachments to 241 additional poles, on average, each year.

[21] *See* Response Ex. A ¶ 34 (Kennedy Decl.) (58,000 in 1975); Reply Ex. 17 (2014 Invoice) (67,015 in 2014). 58,000 / 67,015 = 86.5%.

[22] FPL's comparison is additionally flawed because it seeks to justify its demanded rentals, but credits Verizon solely for payment of the undisputed rentals. *See* Response Ex. A ¶ 34 (Kennedy Decl.). FPL should have included the disputed amounts in its calculation, which would increase the rental side of the comparison by about 12 percent to just over $55 million. *See* Complaint, Ex. 7 (invoices); Reply Ex. 17 (2014 invoice); [redacted]

[23] 100% / (100% – 86.5%) = 7.4

[24] Response Ex. A (Kennedy Decl.) ¶ 34.

million.[25] Correcting for the fact that this is overstated by a factor of 7.4 reduces FPL's cost estimate to $15.5 million ($115 million / 7.4 = $15.5 million).[26]

4. FPL Improperly Compares Historical To Current Costs.

11. FPL also improperly compares various cost estimates expressed in current dollars to rent paid over a 40-year period in historic dollars.[27] This improper mixing and matching produces a significantly flawed comparison because of the role of inflation during that time period. FPL's own exhibit shows [redacted] Since FPL has expressed its alleged "benefit" valuations on a current cost basis, any meaningful comparison to rental payments requires that the rental side of the comparison be expressed on a comparable current cost basis.

12. FPL's failure to express the value of its rental income on the same basis as its cost estimates results in a non-responsive and unreliable comparison. FPL reports that Verizon has paid just under $50 million in historic costs since 1975.[29] Adding the disputed amounts (as a proper comparison of "benefits" to the demanded rates must) increases that number to just over $55 million.[30] In order to adjust the $55 million historic cost number to reflect current costs, FPL's current rental demand ($37.975 for 2014)[31] must be applied to the gross number of poles

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[25] Response at 27-28.

[26] Applying the same correction reduces FPL's estimate of $305 million (*see id.* at 27) to $41.2 million ($305 / 7.4 = $41.2 million).

[27] *See, e.g., id.* at 26-28; Response Ex. A ¶ 34 and Ex. 4 (Kennedy Decl.).

[28] Response Ex. A (Kennedy Decl.) at Ex. 4.

[29] *Id.* ¶ 34.

[30] *See supra* note 22.

[31] Reply Ex. 17 (2014 Invoice).

billed since 1975. This results in a current cost estimate of the amounts demanded from Verizon since 1975 of over $91.2 million.[32]

13. This correction, when combined with the correction detailed in the previous section, shows that FPL has it exactly backwards when it asserts that "[t]he total value of the benefits provided to and costs avoided by Verizon since 1975 dwarfs the amount it has paid."[33] Even setting aside all other errors in FPL's valuation analysis (detailed above and below), these two methodological errors prove that FPL's rate demands are unjust and unreasonable. Its own data show that FPL has demanded over $91.2 million from Verizon in current costs for approximately $15.5 million in alleged "benefits" (using current costs),[34] many of which have also been provided to Verizon's competitors.

5. FPL Improperly Assumes That It Would Have Provided Every Alleged Benefit To Verizon For Every Pole.

14. FPL also improperly increases its valuation calculation by claiming that it provided Verizon the alleged "benefits" every time Verizon made an attachment to an additional FPL-owned pole. Documents that FPL produced in discovery show that this is not true because FPL did not provide every alleged "benefit" every time Verizon's competitors made an attachment to an additional FPL-owned pole. For example, and as I detail below, FPL's documents show that, during the pre-termination period when Verizon could make attachments to additional FPL-owned poles, FPL invoiced Verizon's competitors for make-ready 2.4 percent

[32] [redacted]

[33] *Id.* ¶ 34.

[34] *See supra* ¶ 10.

of the time that they made attachments to additional FPL-owned poles.[35] FPL's documents also include no evidence that it invoiced Verizon's competitors for any post-installation inspection fees during the pre-termination period when Verizon could install attachments on additional FPL-owned poles.[36] Proper application of the principle of competitive neutrality precludes FPL from charging Verizon 100 percent of the time and its competitors 0.0 or 2.4 percent of the time.

6. FPL Improperly Avoids A Per-Pole Annual Rate Comparison.

15. FPL fails to provide data at the level of granularity required to answer the particular question presented, which the Enforcement Bureau framed as whether the value of any unique advantages "is less than the difference between the Agreement Rates and the New or Old Telecom Rates over time."[37] FPL's presentation of large gross numbers does not answer this question. Rather, a proper analysis must determine the recurring incremental value enjoyed by Verizon relative to its competitors, and express this value as a component of the rental rate paid on joint use poles. That is the analysis that I presented in my Second Affidavit, and which confirms that Verizon has paid far more than the value of any alleged "benefits" in the significantly higher rental payments that it has made. FPL does not criticize my methodological approach, which leads me to conclude that it has failed to follow it solely because it thinks that providing large numbers will create an illusion of value. Because it is just an illusion of value—and not actual value—FPL's approach fails to justify its rental demands or undermine my analysis.

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[35] *See* Section B.8.

[36] *See* Section B.3.

[37] *Verizon Fla.*, 30 FCC Rcd at 1149 (¶ 24).

B. FPL's Individual Value Assessments Are Flawed And Unsupported.

16. As detailed above, there are systemic flaws in FPL's approach that, when corrected, confirm that Verizon has paid far more than the value of any alleged "benefits" that it has received. The systemic flaws are not the only errors in FPL's Response. FPL has also presented fundamentally flawed value assessments of the individual alleged "benefits" evaluated in Verizon's Pole Attachment Complaint. I will detail some of these errors in the next sections. My analysis is not intended to be exhaustive, but is intended to demonstrate the invalidity of FPL's approach and its failure to undermine my conclusion that Verizon received annual value of, at most, $0.96 per pole prior to the Joint Use Agreement's termination and $0.30 per pole after the Joint Use Agreement's termination—each of which was offset by Verizon's significantly higher costs for pole access.

1. Pole Access

17. FPL's arguments about the value of pole access contain a series of flaws that prevent them from changing my conclusion that pole access is a unique burden (rather than benefit) borne by Verizon because of its unique and continuing costs of pole ownership and responsibility to provide offsetting "benefits" to FPL under the Joint Use Agreement.[38]

18. *First*, with one exception, FPL's value of access arguments do not present a comparative analysis relative to Verizon's competitors as required. Verizon's competitors also receive the "avoided cost value of not constructing [their] own infrastructure network,"[39] "a custom-built assemblage of poles and rights-of-way located exactly where [they are] needed,"[40]

[38] *See* Complaint Ex. A ¶¶ 12-16 (Second Affidavit).

[39] Response at 9.

[40] *Id.* at 12.

access to the market to "provide [] communication services to customers,"[41] and the ability "to offer additional services to [their] customers via the same infrastructure."[42] The only access difference between Verizon and its competitors is the difference since 1996 between Verizon, which has had access to FPL's poles pursuant to an agreement, and Verizon's competitors, which have had access to FPL's poles pursuant to statute. And that difference disadvantages Verizon for reasons detailed in my Second Affidavit.[43]

19. *Second*, FPL's value of access arguments demonstrate FPL's market power and its effort to leverage that power to justify current rate demands. FPL seeks to charge Verizon for the full replacement cost of a duplicative pole network.[44] This cost increases as an ILEC's market share decreases. FPL, as a result, would charge Verizon a higher rental rate because it is more like its competitors in that it leases space on 90 percent of the joint use poles. This approach violates competitive neutrality and turns the *Pole Attachment Order*'s goal of removing the rate disparities that resulted from disparate pole ownership numbers on its head.[45]

20. *Third*, FPL's use of replacement costs is fundamentally inappropriate for setting rates. Just and reasonable rates as defined and implemented by the Commission have consistently and appropriately been based on the incremental cost of providing space on a utility pole. This is grounded in the well-settled fact that it is not feasible to deploy an entirely duplicative second pole attachment network given local and state requirements.[46] The *Pole*

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[41] *Id.* at 12.

[42] *Id.* at 13.

[43] Complaint Ex. A ¶¶ 12-14 (Second Affidavit).

[44] *See, e.g., id.* at 11 (advocating a replacement cost methodology).

[45] *See, e.g., Pole Attachment Order*, 26 FCC Rcd at 5327-29 (¶¶ 199, 206).

[46] *See, e.g., Ala. Cable Telecomms. Ass'n v. Ala. Power Co.*, 16 FCC Rcd 12209, 12234 (¶ 57) (2001) ("Zoning, environmental, local government, and financial constraints make it impractical and often impossible to construct new pole systems.").

Attachment Order is consistent with this incremental costing approach. It establishes pricing rules that limit "just and reasonable" rates to those that compensate the pole owner for the direct cost of the space occupied by an attaching entity and a reasonable share of unusable space:

> [W]e identify a range of possible rates, from the current application of the telecom rate formula at the upper end, to an alternative application of the telecom rate formula based on cost causation principles at the lower end. Within that range, we seek to balance the goals of promoting broadband and other communications services with the historical role that pole rental rates have played in supporting the investment in pole infrastructure, and thus define the "cost of providing space" on that basis.[47]

The Pole Attachment Act similarly provides that:

> a rate is just and reasonable if it assures a utility the recovery of not less than the additional costs of providing pole attachments, nor more than an amount determined by multiplying the percentage of the total usable space, or the percentage of the total duct or conduit capacity, which is occupied by the pole attachment by the sum of the operating expenses and actual capital costs of the utility attributable to the entire pole, duct, conduit, or right-of-way.[48]

21. *Fourth*, FPL's effort to charge Verizon for a duplicative network is based on the flawed premise that FPL would have installed, and will in the future install, poles of some unspecified height that is too short to support Verizon or Verizon's competitors and will then either eliminate all infrastructure sharing or charge Verizon and its competitors the full cost to replace the pole whenever they seek to attach.[49] FPL's data does not support this claim. As Dr. Tardiff detailed in his March 13, 2015 Affidavit, FPL's poles are tall enough to accommodate Verizon and its competitors in areas where Verizon is not attached and cannot attach.[50] Data subsequently produced by FPL confirms this fact. For the 2012 – 2014 period, which roughly

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[47] *Pole Attachment Order*, 26 FCC Rcd at 5298 (¶ 135).

[48] 47 U.S.C. § 224(d)(1).

[49] *See, e.g.*, Response at 11, 17, 38.

[50] Complaint Ex. G ¶ 20 (Affidavit of Timothy J. Tardiff, Ph.D. (Mar. 13, 2015) ("Tardiff Aff.")).

corresponds to the period since termination of the Joint Use Agreement (when Verizon's right to attach to additional FPL poles was terminated), only 7 out of 8,670 (less than 1 tenth of 1%) wood poles placed by FPL in Sarasota, Manatee and Charlotte counties were 25 and 30 foot poles. The remaining 8,663 were 35, 40 or 45 foot poles.[51] The degree to which FPL's actual construction practices fail to comply with FPL's claimed "rational financial and regulatory choice" of placing poles only tall enough to support the needs of its retail electric customers[52] demonstrates the unrealistic and unreliable nature of FPL's analysis.

22. FPL's claim is also fundamentally inconsistent with its asserted desire "to reduce pass-through costs to customers."[53] If FPL eliminated infrastructure sharing entirely, it would deny its customers the benefit they receive from shared infrastructure costs.[54] For example, FPL calculated Verizon's 2011 rate based on a $70.93 pole cost.[55] Had FPL collected a properly calculated $8.52 per pole rental rate from Verizon and three additional attachers in its urbanized area, FPL would have received $34.08 in rental income per pole. FPL would have covered 48% of its pole costs ($34.08 / $70.93) from entities occupying, in total, 24% of the usable space on the pole (4 ft. / 17 ft.).[56] If FPL instead placed shorter poles and charged attachers the full cost of a pole replacement every time they seek to attach, it would also violate its asserted desire "to

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[51] Reply Ex. 5 (Response to Interrogatory 8).

[52] Response, Ex. A ¶ 13 (Kennedy Decl.).

[53] *Id.* at Ex. 1 ¶ 16 (Declaration of Thomas J. Kennedy (Apr. 4, 2014) ("Kennedy 2014 Decl.")).

[54] *See, e.g.*, Compl. Ex. G ¶¶ 24-27 (Tardiff Aff.).

[55] Complaint Exs. 2 (Supplemental Agreement) (setting rate at "one half of the average annual cost of joint use poles"), 7 (2011 Invoice) (invoicing rate of $35.465 per pole); [redacted]

[56] FPL would also have over-recovered if its pole costs were calculated using the FCC's formula. For 2011, FPL's net cost per bare pole was [redacted]

reduce pass-through costs to customers."[57] FPL shares customers with its communications attachers. As a result, it proposes an approach that would pass through to customers the cost of two poles—one to receive electric service and one to receive access to telephone, video, broadband, or other advanced services.

23. Moreover, FPL's data show that it is less costly to FPL to install and share a taller pole than it is to own a shorter pole outright. FPL's support for its 2014 invoiced rate shows that the cost difference between a 35- and a 40-foot pole is [redacted] FPL reports that it charged competitive local exchange carriers a $10.44 new telecom rate in 2014.[59] This means that a taller pole that is capable of supporting Verizon and three other attachers (were they all charged the same, competitively neutral rate) would have generated $41.76 in revenue for FPL ($10.44 * 4). The breakeven point, when the revenue received exceeds the incremental cost difference, and creates pass-through benefits for FPL's electric customers is [redacted] The average life of a distribution pole is far longer. FPL calculates the rates it demands from Verizon based on a presumption that they survive for [redacted]

24. *Fifth*, FPL cannot credit its poles for Verizon's success. In the competitive telecommunications market, success is based on the ability to create, package, and promote reliable service offerings—activities that are not in any way dependent on whether those service offerings are provided by a joint user or a licensee. FPL's market analysis is also wrong. It is

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[57] Response, Ex. A (Kennedy Decl.) at Ex. 1 ¶ 16 (Kennedy 2014 Decl.).

[58] Reply Ex. 18 at 2 (FPL's 2014 Joint Use Rate Calculation).

[59] Reply Ex. 5 (Response to Interrogatory No. 2).

[60] Reply Ex. 18 at 1 (FPL's 2014 Joint Use Rate Calculation).

dependent on Mr. Spain's market analysis, which fails to satisfy the accepted economic criteria for defining a market.[61] The proper definition of a product market must include alternatives that are reasonably available to consumers who may seek to switch from one product or service to another when confronted with a change in price.[62] Mr. Spain instead looks solely to the wireline voice market and ignores the most rapidly growing alternatives—VoIP and wireless telecommunications.[63] Had Mr. Spain properly defined the market, he would have recognized the recent declines in the wireline market. The Florida Public Service Commission, for example, following its review of the status of competition in the telecommunications industry reported that Florida has seen, and will continue to see, "a decline in wireline ownership and a corresponding increase in wireless subscribership."[64]

2. Permitting New Attachments

25. FPL's response and document production show that my assignment of $0.07 in value to an administrative permit fee was accurate and, if anything, high.[65]

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[61] Response Ex. B ¶ 13 (Spain Decl.).

[62] *See* Section 4 of the Horizontal Merger Guidelines at https://www.ftc.gov/sites/default/files/attachments/merger-review/100819hmg.pdf. For example, a recent study by the New York State Department of Public Service Office of Telecommunications defined the market for voice services to include incumbent local exchange carriers (ILECs), competitive local exchange carriers (CLECs), "over-the-top" and cable-provided VoIP (voice over internet protocol) services and wireless services. *See* N.Y. State Dep't of Public Service, Staff Assessment of Telecommunications Services (June 23, 2015), *filed in* Case No. 14-C-0370, In the Matter of a Study on the State of Telecommunications in New York State, *available at* http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={3DDDC8A5-E94A-4873-886C-3D73F68EC9AB}.

[63] Response Ex. B ¶ 13 (Spain Decl.).

[64] Fla. Pub. Serv. Comm'n, Report on the Status of Competition in the Telecommunications Industry as of December 31, 2014, at 23, *available at* http://www.psc.state.fl.us/publications/pdf/telecomm/20150730MasterComp.pdf.

[65] Complaint Ex. A ¶ 23 (Second Affidavit).

26. I based my estimate on the $7.95 permit fee that appears in FPL's Permit Manual.[66] FPL instead claims that "Verizon would have paid a make-ready permit application fee of $135.95" for each pole.[67] But FPL bundles various fees to come up with this $135.95 figure—an administrative permit fee, post-installation inspection fee, and make-ready fee.[68] The $7.95 fee that I relied on remains the only "administrative fee [that] covers the cost of reviewing and processing the licensee's application."[69] The other components for post-installation inspections and make-ready are more appropriately considered in the evaluation of FPL's alleged benefits relating to post-installation inspections and make-ready.[70] They cannot be double recovered as permit fees.

27. FPL's 1975 to 2012 data show that the annual per pole value associated with this administrative permit fee was just $0.03.[71] (I based my $0.07 valuation on data available to Verizon from the 1995 to 2012 time period.)

3. Post-Installation Inspection Fees

28. FPL does not rebut my conclusion that certain inspection fees in its Permit Manual should play no role in the rate-setting exercise because they are entirely avoidable by Verizon's competitors.[72] It instead seeks to assign a new $13.00 post-inspection fee to Verizon

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[66] *Id.* ¶ 21; *see also* Complaint Ex. 11 at p. 12 (Permit Manual).

[67] Response at 15; Response Ex. A ¶ 9 (Kennedy Decl.).

[68] Reply Ex. 10 (Revised Application Processing Fees) (clarifying that $135.95 includes an application fee, post-installation inspection fee, and make-ready fee).

[69] Reply Ex. 5 (Response to Interrogatory 6).

[70] *See infra* Sections B.3, B.8.

[71] 241 attachments to additional poles per year * $7.95 = $1,915.95 / 62,575 average poles invoiced = $0.03.

[72] *See* Complaint Ex. A ¶¶ 26-28 (Second Affidavit).

and to bundle that fee into its analysis of permit fees.[73] FPL's discovery responses show that this $13.00 fee should not be assigned to Verizon at all.

29. There is no evidence that FPL charged anyone a $13.00 post-installation inspection fee prior to the June 9, 2012 date that the Joint Use Agreement terminated. And Verizon could only have "avoided" a post-installation inspection fee prior to the date of termination because it was only during that period that Verizon had the right to make attachments to additional FPL-owned poles.

30. FPL's invoices prior to the Joint Use Agreement's termination date include only a $7.95 administrative permit fee (discussed above) and, where applicable, a $108 make-ready fee (discussed below).[74] The first invoice that includes a $13.00 post-installation inspection fee is dated in December 2013.[75]

31. A chart of data produced by FPL further confirms that FPL did not charge a $13.00 post-installation inspection fee prior to the Joint Use Agreement's termination. It shows by "permit type" (make ready or non-make ready) the number of poles on the permit, the date the permit request was received, and the amount of "permit fees paid."[76] An analysis of this chart shows that for all non-make ready permit applications prior to June 9, 2012 (the termination date of the Joint Use Agreement), the total fee charged was $7.95 per pole—consistent with the $7.95 administrative application fee discussed above. It also shows that for all make ready permit applications, the total fee charged was about $115—consistent with the $7.95 administrative application fee discussed above and the $108.00 make-ready fee discussed below.

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[73] Response at 14-15, 15-16; Response Ex. A ¶ 14 (Kennedy Decl.).

[74] Reply Ex. 9 (Permit Invoices).

[75] *Id.* at FPL-R8-0039 (charging $20.95 "Administrative/Post Inspection Fee" that bundles a $7.95 administrative permit fee with a $13.00 post-installation inspection fee).

[76] Reply Ex. 6 (Supplemental Response to Interrogatory 3).

FPL Permit Data April 15, 2005 – June 9, 2012	
Number of Non-Make Ready Permits	178
Number of Non-Make Ready Poles on Permits	14,870
Amount of Non-Make Ready Fees Collected	$118,216.50
Average Non-Make Ready Permit Fee	**$7.95**
Number of Make Ready Permits	63
Number of Make Ready Poles on Permits	369
Amount of Make Ready Fees Collected	$42,479.28
Average Make-Ready Permit Fee	**$115.12**

32. Because there is no evidence that FPL charged a $13.00 inspection fee (or any inspection fee) when Verizon had the right to make attachments to additional FPL poles, I continue to assign no value to this alleged benefit.[77]

4. Location of Facilities on FPL's Poles

33. FPL has offered nothing to rebut my position that the location of Verizon's facilities on FPL's poles increases its costs as compared to its competitors. FPL's sole response to Verizon's evidence is a series of unsupported statements, primarily about Verizon's fleet of bucket trucks.[78] FPL's argument does not make logical sense, as FPL has directed Verizon's competitors to attach just one foot above Verizon's facilities.[79] The Reply Affidavit of Mr.

[77] *See* Complaint Ex. A ¶ 28 (Second Affidavit).

[78] Response at 16; Response Ex. A ¶ 15 (Kennedy Decl.).

[79] *See, e.g.*, Reply Ex. 3 § 3.4(b) (License 3) ("This space allocation shall be located one foot (1') above the highest joint user or existing third party cable attachment.");

Lantz confirms that Verizon's fleet of vehicles is more than sufficient to access these facilities that attach one foot higher on the pole than where Verizon attaches.[80]

5. Pole Height

34. FPL's Response fails to address the several reasons I provided in my Second Affidavit that establish that FPL has been overcompensated for any additional costs associated with the height required to accommodate Verizon's attachments (height that is also required for Verizon's competitors).[81] It instead asserts in conclusory fashion that Verizon should be charged the incremental cost for a taller, stronger pole because it would not have installed poles tall enough to accommodate Verizon or its competitors but for the Joint Use Agreement.[82] This claim fails for reasons detailed above.[83] For example, FPL has built taller poles where Verizon is not attached and cannot attach.[84] And it has economic incentive to continue to place those poles.[85]

35. FPL's incremental cost analysis is additionally flawed for two reasons. *First*, FPL never identifies the specific pole height that would accommodate only FPL's needs. It does, however, admit that Verizon and its competitors attach to FPL-owned poles "that are 25 and 30 feet in height."[86] As Mr. Lantz states, it is highly unlikely if not impossible for FPL to deploy a network that places its electric facilities on 20-foot poles and still comply with its own

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[80] Reply Ex. B ¶ 2 (Reply Affidavit of Bryan L. Lantz (Nov. 24, 2015) ("Lantz Reply Aff.")).

[81] Complaint Ex. A ¶¶ 30-32 (Second Affidavit).

[82] Response at 16-18; Response Ex. A ¶ 10 (Kennedy Decl.).

[83] *See supra* ¶¶ 21-23.

[84] *See supra* ¶ 21.

[85] *See supra* ¶ 23.

[86] Response Ex. A (Kennedy Decl.) at Ex. 1 ¶ 38 (Kennedy 2014 Decl.).

engineering practices, the National Electric Safety Code, and the Florida Public Service Commission's Storm Hardening initiatives.[87]

36. *Second*, FPL seeks to value the incremental cost based on hypothetical rather than actual data. According to Mr. Kennedy, the "incremental cost to install a pole 100 inches taller than required by FPL is $294.71 on a feeder pole and $125.87 on a lateral pole."[88] But he then speculates that "FPL and Verizon may have negotiated" incremental costs of $300 to $500.[89] Using the actual cost numbers that FPL claims and applying them to the new poles that Verizon attached to under the Joint Use Agreement reduces FPL's $8.4 to $33.5 million incremental cost claim to a $1.15 to $2.7 million claim.[90] That incremental cost, applied across the poles on which Verizon pays rent, amounts to an annual per-pole charge of $0.48 to $1.13.[91] Because a proper analysis of competitive neutrality should not attribute even these amounts to Verizon, I continue to allocate zero value to this alleged "benefit." But this calculation shows that pole height cannot justify the $10 to $20 rental premium that FPL has historically imposed on Verizon or the near $30 premium it seeks going forward.

6. Pole Replacements

37. FPL's Response confirms my conclusion that Verizon is not competitively advantaged with respect to pole replacements. According to FPL, "[i]n the absence of the joint use agreement and in the event FPL elected not to change out a pole to accommodate Verizon,

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[87] Reply Ex. B ¶ 5 (Lantz Reply Aff.).

[88] Response Ex. A ¶ 12 (Kennedy Decl.).

[89] *Id.*

[90] 9,149 additional poles * $125.87 = $1,151,584.63; 9,149 additional poles * $294.71 = $2,696,301.79.

[91] $1,151,584.63 / 62,575 / 38 = $0.48; $2,696,301.79 / 62,575 / 38 = $1.13.

then in each instance Verizon would have borne the full cost of installing its own pole."[92] But as I noted in my Second Affidavit, Verizon already pays for pole replacements that are necessary to accommodate its attachments under the terms of the Joint Use Agreement.[93] But unlike in FPL's license scenario, Verizon does not obtain ownership of the new pole under the Joint Use Agreement. Ownership instead stays with FPL, which continues to collect rent on that pole.[94]

7. Insurance and Indemnification

38. FPL's Response to my insurance and indemnification analysis is conclusory and fails to even cite the indemnification provision in the Joint Use Agreement.[95] For reasons I detailed in my Second Affidavit, Verizon is not advantaged over its competitors because it already has insurance in amounts that equal or exceed the requirements in FPL's license agreements and is subject to a less favorable indemnification regime.

8. Make-Ready Costs

39. In my Second Affidavit, I valued the avoided costs associated with make-ready to amount to an annual $0.59 per pole charge.[96] This valuation was based on Verizon's data about the number of additional poles it attached to (and so could have required make-ready) between 1995 and 2012, FPL's representation that FPL make-ready is required on roughly 10% of its poles, and two costs—a $108.00 make-ready fee and an estimate that make-ready jobs average about $600.00.[97] FPL's data show that my valuation was high.

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[92] Response at 18; *see also* Response Ex. A ¶ 18 (Kennedy Decl.).

[93] Complaint Ex. A ¶ 34 (Second Affidavit).

[94] *Id.*

[95] Response at 18-19; Response Ex. A ¶ 26 (Kennedy Decl.).

[96] Complaint Ex. A ¶ 39 (Second Affidavit).

[97] *Id.*

40. *First*, FPL's data confirm my use of a $108.00 make-ready fee. FPL claims that the fee should instead be $135.95.[98] But the $135.95 figure bundles other fees (a $7.95 administrative fee and $13.00 post-installation inspection fee) with the make-ready fee. Because I already evaluated these other fees as permitting and post-installation inspection fees, they should not be again counted here. That leaves a $115.00 make-ready fee, but it is also not the proper value because there is no evidence that FPL charged Verizon's competitors a $115.00 make-ready fee prior to the termination date of the Joint Use Agreement. FPL's Permit Manual lists the make-ready fee as $108.00 (which, when combined with the $7.95 administrative fee, totals $115.95).[99] FPL's data confirm that prior to the termination date, FPL charged a total of about $115.00 in administrative *and* make-ready fees combined, which is consistent with the $108.00 make-ready fee I relied on.[100] And FPL's invoices from the time period before the Joint Use Agreement terminated charge a $108.00 make-ready fee.[101] The first invoice that shows a $115.00 make-ready fee is dated December 26, 2013, long after the Joint Use Agreement terminated in June 2012.[102] The appropriate fee, therefore, is the $108.00 fee that I used in my calculation because it is the fee that applied to Verizon's competitors during all time periods that Verizon had the right to make attachments to additional FPL-owned poles that could have triggered FPL make-ready.

41. *Second*, FPL's data confirm the reasonableness of my $600.00 make-ready estimate. FPL claims that the value should be $4,390.00 because that is the typical cost to

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[98] Response at 15.

[99] Complaint Ex. 11 at p. 12 (Permit Manual).

[100] *See supra* ¶ 31.

[101] Reply Ex. 9 (Permit Invoices).

[102] *Id.* at FPL-R8-0003.

replace a pole with a taller pole.[103] But pole replacements are already evaluated as a separate alleged benefit and, as I explained above, Verizon is comparably situated with its competitors with respect to pole replacements because it, like its competitors, pays for pole replacements that are necessary to accommodate its attachments.[104] FPL also argues that the value should be the incremental cost to install a taller pole, but that value has also been evaluated as a separate alleged pole height benefit.[105]

42. Instead of using redundant and theoretical values, FPL should have used the actual costs that it invoiced and collected from Verizon's competitors for FPL make-ready. These costs—produced in discovery—confirm the reasonableness of my $600.00 estimate (which was based on data about certain make-ready tasks that were available to Verizon). FPL's data show that the average make-ready cost between 2005 and the Joint Use Agreement's termination in June 2012 was $675.93.[106]

FPL Permit Data April 15, 2005 – June 9, 2012	
Number of Make Ready Permits	63
Number of Make Ready Poles on Permits	369
Amount of Make Ready Costs Collected	$249,418.17
Average Make-Ready Costs	**$675.93**

[103] Response at 15; Response Ex. A ¶ 13 (Kennedy Decl.).

[104] *See supra* Section B.6.

[105] *See supra* Section B.5. I explained in that section that the incremental cost on all additional poles attached to under the Joint Use Agreement would, when applied across the poles on which Verizon pays rent, amount to an annual per-pole charge of $0.48 to $1.13. If that incremental cost instead applied to the 2.4 percent of additional poles for which FPL's data shows make-ready was required, it would amount to an annual per-pole charge, when applied across the poles on which Verizon pays rent, of $0.01 to $0.03.

[106] Reply Ex. 6 (Supplemental Response to Interrogatory 3).

43. *Third*, FPL's data show that my reliance on FPL's estimate that make-ready is required on roughly 10 percent of its poles produced a higher number than is supported by FPL's records.[107] My analysis of the data that FPL produced shows that it charged for make-ready only 2.4 percent of the time.[108]

FPL Permit Data **April 15, 2005 – June 9, 2012**		
	Number	Percentage
Make Ready Poles on Permits	369	2.4%
Non-Make Ready Poles on Permits	14,870	97.6%
Total Poles on Permits	15,239	100%

The invoices that FPL produced include an even smaller percentage of poles requiring make-ready.[109]

44. If Verizon avoided a $108.00 make-ready fee and $675.93 in make-ready costs for 2.4 percent of the additional attachments reflected in FPL's data, my estimate of an annual per pole $0.59 premium for make-ready reduces to $0.07.[110] FPL's data thus show that Verizon's rental payments under the Joint Use Agreement greatly exceeded any costs than make-ready costs that Verizon could have avoided.

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[107] *See* Second Declaration of Thomas J. Kennedy, P.E. ¶ 2 (Oct. 4, 2010), attached to Reply Comments of the Florida Investor-Owned Electric Utilities, *In the Matter of Implementation of Section 224 of the Act; A National Broadband Plan for Our Future*, WC Docket No. 07-245, GN Docket No. 09-51 (Oct. 4, 2010).

[108] Reply Ex. 6 (Supplemental Response to Interrogatory 3).

[109] Reply Ex. 9 (Permit Invoices).

[110] 241 average annual additional attachments * 2.4% = 5.8 average annual additional attachments requiring make-ready; 5.8 * ($108.00 + $675.93) = $4,546.79 in make-ready per year; $4,546.79 / 62,575 average attachments between 1975 and 2012 = $0.07. Using FPL's new $115.00 make-ready fee instead of the $108.00 fee charged before termination of the Joint Use Agreement does not change this valuation. 241 average annual additional attachments * 2.4% = 5.8 average annual additional attachments requiring make-ready; 5.8 * ($115.00 + $675.93) = $4,587.39 in make-ready per year; $4,587.39 / 62,575 average attachments between 1975 and 2012 = $0.07.

9. Ground Bonding

45. FPL has represented that it no longer relies on ground bonding as a competitive advantage.[111] It should be assigned no value in the Commission's rate analysis.

10. Easements and Rights-of-Way Permits

46. In my Second Affidavit, I stated that "[a]bsent evidence that FPL has, in fact, negotiated an easement that permits Verizon's use of property but not its competitors, I assign this difference no value in the competitive neutrality analysis."[112] FPL did not produce any such evidence. Each of the easements that FPL produced for poles placed under the Joint Use Agreement authorizes "any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes."[113] I therefore continue to assign no value to this alleged benefit.

11. "Unauthorized" Attachment Fees

47. In my Second Affidavit, I explained that this alleged benefit should not be given value. Verizon already pays back rent for previously unreported attachments identified in a joint use audit. FPL's document production shows that this payment is more than required of at least one of Verizon's competitors because one of the license agreements that it produced does not include a provision for unauthorized attachment fees or back rent.[114] It is also impossible to determine whether and to what extent FPL has collected unauthorized attachment fees from other

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[111] Reply Ex. 8 at 2 (Letter from C. Zdebski, Counsel, FPL to C. Huther, Counsel, Verizon (Sept. 9, 2015)) ("FPL will be withdrawing the arguments in its Response regarding bonding costs (*See* Response pp. 21–22).").

[112] Complaint Ex. A ¶ 42 (Second Affidavit).

[113] Reply Ex. 14 at FPL-R16-0007-0057 (Easements).

[114] Reply Ex. 2 (License 2).

licensees because FPL only produced two invoices (neither marked paid) that charged $1,974.40 and $4,255.33 in unauthorized attachment fees and did not include any supporting calculation.[115]

48. In my Second Affidavit, I also showed that even if Verizon were charged the same unauthorized attachment fees that its competitors may be charged under FCC precedent, they would have amounted to a per pole charge of about $0.20.[116] FPL concedes that Verizon pays half that in back rent, claiming that Verizon pays "about half the amount paid by . . . Verizon's competitors [for unreported attachments] pursuant to the FCC's orders."[117] If so, the pre-termination difference between Verizon and its competitors (because this "benefit" no longer applies after termination of the Joint Use Agreement) could not have exceeded about $0.10 per pole. It should not be counted at all in the competitive neutrality analysis given the lack of evidence supporting FPL's position. But even if it were, it could not justify the $10 to $20 premium FPL imposed before the Joint Use Agreement terminated.

12. Government-Required Pole Relocations and Replacements

49. FPL concedes that Verizon and its competitors do not pay for pole relocations or replacements that are required by the Department of Transportation or other Florida governmental entities.[118] It thus confirms my prior conclusion that this alleged "benefit" is not a competitive benefit and should not be given value in the rate analysis.

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[115] Reply Ex. 15 (Unauthorized Attachment Invoices).

[116] Complaint Ex. A ¶ 45 (Second Affidavit).

[117] Response at 23; *see also* Response Ex. A ¶ 25 (Kennedy Decl.).

[118] Response at 23 ("Attachers, including Verizon when it is on FPL poles, only coordinate the transfer of their facilities to the new pole."); *see also* Response Ex. A ¶ 21 (Kennedy Decl.).

13. Abandoned Poles

50. FPL also concedes that some of its licensees have "the same right" Verizon has to take ownership of poles that are abandoned by FPL.[119] It thus confirms my prior conclusion that this alleged "benefit" is not a competitive benefit and should not be given value in the rate analysis.

14. Time of Rental Payment

51. In my Second Affidavit, I assigned an annual $0.30 per pole value to the fact that FPL invoices its licensees semi-annually in advance and Verizon annually in arrears.[120] My valuation remains valid in light of the information provided by FPL. FPL's asserted $2.41 per pole valuation, on the other hand, was not calculated properly.[121]

52. FPL improperly and significantly increased its valuation by relying on the wrong rental rate. To isolate only the impact of timing, it is necessary to equalize the rate paid under the alternative scenarios so that only the timing of the payment is varied. FPL's calculation instead maintains the current inflated rental rate that it demands from Verizon (which is roughly 4 times greater than Verizon's competitors).[122] This calculation is not responsive to the comparative rate-setting exercise.

53. FPL also improperly increases its valuation by using its own unilateral and voluntary delay in sending invoices to increase the interval between the time that payment is due

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[119] Response at 24; *see also* Response Ex. A ¶ 28 (Kennedy Decl.).

[120] Complaint Ex. A ¶ 48 (Second Affidavit).

[121] *See* Response at 24.

[122] Response Ex. B ¶ 19 (Declaration of Roger A. Spain (June 29, 2015) ("Spain Decl.")).

for Verizon and its competitors.[123] It also does so by substituting an unsupported "cost of capital" for the statutory interest rate that more appropriately reflects the time value of money.[124]

15. Performance Bond or Letter of Credit

54. In my Second Affidavit, I did not give value to this alleged benefit because there was no evidence that any of FPL's licensees had agreed to post a performance bond or letter of credit.[125] Having reviewed the "representative" license agreements since produced by FPL, I continue to assign no value to this alleged benefit. Three of the four license agreements that FPL produced do not include a performance bond or letter of credit requirement,[126] [redacted]

[redacted]

The one license agreement that contains a performance bond requirement sets the bond at $5,000,[127] a trivial amount that would not affect Verizon's per pole rental rate. Verizon, therefore, is comparable to its competitors.

16. Operations & Maintenance (O&M) and Administrative & General (A&G) Expenses

55. Finally, FPL adds a new alleged "benefit" in its Response, claiming that Verizon has avoided O&M and A&G expenses because it has not paid a rate calculated under the FCC's rate formula.[128] I assign no value to this alleged benefit.

56. *First*, Verizon seeks a just and reasonable, properly calculated rate under the Commission's new telecom rate formula. That rate will ensure that FPL receives the same O&M and A&G expenses from Verizon as it receives from Verizon's competitors.

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[123] Response at 24.

[124] Response Ex. B ¶ 19 (Spain Decl.).

[125] Complaint Ex. A ¶ 49 (Second Affidavit).

[126] Reply Exs. 2 (License 2), 3 (License 3), 4 (License 4).

[127] Reply Ex. 1 (License 1).

[128] Response at 25-26; Response Ex. A ¶ 30 (Kennedy Decl.).

57. *Second,* before the Joint Use Agreement terminated, Verizon paid FPL far more than any O&M and A&G expenses included in its competitors' rates. Regardless of the label given the components of the rate calculated by FPL under the Joint Use Agreement, the resulting rates were $10 to $20 per pole higher than the rates paid by Verizon's competitors.

58. *Third,* the rate that FPL calculates under the Joint Use Agreement does include components that FPL considered O&M and A&G expenses. Mr. Kennedy states that "O&M and A&G expenses include items such as pole inspection and remediation expenses, tree trimming expenses, storm restoration expenses, salaries, employee benefits and casualty losses due to personal injuries and property damages, among other things."[129] FPL necessarily includes remediation and storm restoration expenses to the extent they influence the quantity, height or class of poles reflected in the pole placement methodology that FPL applies when calculating the rates it demands under the Joint Use Agreement. And FPL explicitly includes [redacted] FPL's Response shows that the O&M and A&G component of the rate that FPL charged Verizon's competitors in 2011 is comparable [redacted]

[129] Response Ex. A ¶ 31 (Kennedy Decl.).

[130] [redacted]

[131] [redacted]

[132] [redacted]

59. In sum, FPL's Response does not change my conclusion that the rate differential FPL has imposed on Verizon has long overcompensated FPL for any alleged benefits provided under the Joint Use Agreement. The following table shows the value of the alleged benefits *before* termination of the Joint Use Agreement as presented in my Second Affidavit and as calculated using FPL's data:

	Values From Second Affidavit	Values Using FPL's Data
Permit Applications and Fees	$ 0.07	$0.03
Post-Installation Inspections	--	--
Location on Pole	--	--
Height and Strength of Poles	--	--
Pole Replacements to Increase Capacity	--	--
Insurance and Indemnification	--	--
Make-Ready Costs	$ 0.59	$0.07
Ground Bonding	--	--
Easements and Rights-of-Way Permits	--	--
Identification of Additional Attachments	--	--
Pole Replacements Required for Roadwork	--	--
Abandoned Poles	--	--
Time of Rental Payment	$ 0.30	$ 0.30
Performance Bond or Letter of Credit	--	--
O&M and A&G Expenses	--	--
Total	$ 0.96	$0.40

C. FPL Does Not Address Or Rebut My Conclusion That The Prospective Value Of Any Alleged Unique Benefits Is Minimal.

60. In my Second Affidavit, I explained why a proper valuation of unique benefits must treat the period after termination of the Joint Use Agreement differently than the period before its termination.[133] Unique benefits that can only be enjoyed when an attaching party is making an attachment to an additional pole cannot be enjoyed after termination of the Joint Use Agreement when those attachments can no longer be made.

[133] *See, e.g.*, Complaint Ex. A ¶ 54 (Second Affidavit).

61. FPL does not address or rebut my analysis in its Response. It does, however, state that it "has no need or legal obligation to install poles" for Verizon because the Joint Use Agreement has terminated, along with Verizon's right to make attachments to additional FPL poles.[134] This confirms my conclusion that the post-termination value of the alleged benefits ($0.30 per pole) is lower than the pre-termination value of the alleged benefits ($0.96 per pole or as low as $0.40 per pole).[135]

D. FPL Improperly Applies The New And Pre-Existing Telecom Rate Formulas.

62. In my initial Affidavit, I provided my calculations for 2011 rates of $8.52 per pole using the new telecom rate formula and $12.91 per pole using the pre-existing telecom formula.[136] FPL presents several rate calculations, which reflect its misapplication of the Commission's rate formula. For ease of comparison, I will focus on its 2011 new and pre-existing telecom rate calculations, which it claims result in per foot rates of $9.31 and $14.11, respectively.[137] I disagree.

63. That said, I do not disagree with all aspects of FPL's calculations. For example, Mr. Spain and I use the same carrying charge rate in our calculations, both treat the service area as urbanized in accordance with Census Bureau data, and both rely on the Commission's presumption that there are five attaching entities on the joint use poles.[138] My disagreement with FPL's calculation instead focuses on two inputs—space occupied and pole height.

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[134] Response at 11.

[135] Complaint Ex. A ¶¶ 51, 55 (Second Affidavit); *see also above*, ¶ 59.

[136] Complaint Ex. B ¶¶ 3-10 (First Affidavit).

[137] Response Ex. G ¶ 22 (Spain Decl.).

[138] *See* Complaint Ex. B (First Affidavit) at Ex. C-1; Reply Ex. 5 (Response to Interrogatory 5); *see also* Response Ex. G (Spain Decl.) at Attachment E.

64. *First*, FPL improperly assigns four feet of "space occupied" to Verizon based on an allocation of space—not an occupation of space. The Commission's formula calls for "space occupied."[139] FPL has not presented any evidence that rebuts the presumption that Verizon's attachments occupy one foot of space. It has instead pointed to a space *allocation* in the Joint Use Agreement and to the availability of space in seven photographs of its poles.[140]

65. FPL also improperly tries to change the Commission's per pole rate methodology into a per foot rate methodology by using one foot in the "space occupied" input and then multiplying the resulting rate by four. This is improper under the Commission's per pole formula, which divides unusable space equally among attaching entities as required.[141] If an entity occupies more than one foot of space, the proper approach is to reflect that additional space in the "space occupied" input.

66. *Second*, FPL continues to argue that its data show that the average height of its poles is 37.5 feet, even though it failed to present data to rebut the data that FPL provided Verizon, which (as even FPL acknowledges) establishes an average pole height of 41 feet.[142] The proper approach is to use the actual data (41 feet) instead of relying on FPL's unsupported claim that it may have data that establish a different height.

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[139] 47 C.F.R. § 1.1409(e)(2).

[140] Response at 29-30, 41-43; Reply Ex. 16 (FPL's notes about photographs).

[141] *See* 47 U.S.C. § 224(e)(2); *Amendment of Commission's Rules and Policies Governing Pole Attachments; Implementation of Section 703(e) of the Telecommunications Act of 1996*, Consolidated Partial Order on Reconsideration, 16 FCC Rcd 12103, 12122 (¶ 31) (2001) (describing formula "to determine the maximum just and reasonable rate *per pole*") (emphasis added).

[142] *See* Response at 43.

E. Conclusion

67. For the reasons detailed herein, my conclusion remains that Verizon attaches to FPL's poles pursuant to terms and conditions that are comparable to those provided its competitors. The valuations that I provided in my Second Affidavit are accurate and, if anything, high based on the data that FPL has subsequently produced. It therefore remains my opinion that a just and reasonable rate for Verizon is the properly calculated new telecom rate that applies to its competitors. I further conclude that Verizon's just and reasonable rate should not exceed the properly calculated pre-existing telecom rate because the conceivable value associated with the alleged benefits is so small.

Mark S. Calnon, Ph.D.

Sworn to before me on
this 24th day of November, 2015

Notary Public

Commonwealth of Pennsylvania
NOTARIAL SEAL
Nghia V Ho, Notary Public
Doylestown Borough, Bucks County
My Commission Expires October 29, 2018

PUBLIC VERSION

Reply Exhibit B

Before the
Federal Communications Commission
Washington, DC 20554

VERIZON FLORIDA LLC, Complainant, v. FLORIDA POWER AND LIGHT COMPANY, Respondent.	)	Docket No. 15-73 File No. EB-15-MD-002 Related to Docket No. 14-216 File No. EB-14-MD-003

REPLY AFFIDAVIT OF BRYAN L. LANTZ

STATE OF FLORIDA)
) ss.
COUNTY OF HILLSBOROUGH)

I, BRYAN L. LANTZ, being sworn, depose and say:

1. I am a Rights of Way and Municipal Affairs Manager – Network Field Operations in the Network and Technology Service Delivery and Assurance Group of Verizon Florida LLC ("Verizon"). I filed an Affidavit dated March 13, 2015 in support of Verizon's Pole Attachment Complaint against Florida Power and Light Company ("FPL"). I am executing this Reply Affidavit to respond to certain assertions made by FPL in its June 29, 2015 Response to Verizon's Pole Attachment Complaint. I know the following of my own personal knowledge and, if called as a witness in this action, I could and would testify competently to these facts under oath.

2. In my prior Affidavit, I provided several reasons why Verizon's location as the lowest attacher on a utility pole increases its costs above its competitors, and explained that, in

my experience, there is not any material difference between the time and effort required (or the associated cost) to work on Verizon's facilities and on its competitors' facilities. My conclusion is not changed by FPL's speculation that Verizon's location may have allowed it to avoid purchasing bucket trucks that Verizon's competitors require. Verizon has equipment, including a substantial fleet of bucket trucks and access to its contractors' bucket trucks, that is able to service the entirety of the communications space on a jointly-used pole. There is no additional equipment that Verizon would need to acquire in order to install, maintain, and service facilities located where Verizon's competitors are attached to FPL's utility poles.

3. In my prior Affidavit, I described pole change-outs, which involve the replacement of a pole with a taller pole in order to create sufficient capacity for the new attaching entity. In my experience, requests for a pole change-out are rarely denied because the entity requiring the additional space pays for the replacement pole and the pole owner derives substantial benefit from the replacement. The pole owner becomes the owner of a new, taller pole that was paid for by the attaching entity, which will pay rent to the pole owner for use of that pole.

4. My experience is confirmed by the documents produced by FPL in discovery. In response to Verizon's request for documentation of the instances in which FPL declined to expand capacity to accommodate an attacher, FPL provided evidence of just two instances in which it denied a pole change-out in 2013. FPL's explanation of its reasoning is attached to Verizon's Pole Attachment Complaint Reply as Exhibit 13. Each situation involved a request for a pole-top attachment. FPL denied the request to change-out the pole to accommodate a pole-top attachment for reasons that are unique to pole-top installations. For example, FPL wrote that "[p]roposed installation requires grounded cable to pass through the power supply space in a

location where a work crew would not expect cable to exist, and is therefore unsafe. This also would alter the normal FPL work methods necessary to accommodate the antenna." Setting the validity of these reasons aside, these issues would not be present if Verizon, or its competitor, sought to make an attachment in the communications space. In such cases, the communications cables do not pass through the power supply space on the pole.

5. In my prior Affidavit, I stated that a 30- and 35-foot pole can, in appropriate circumstances, accommodate the facilities of FPL, Verizon, and other communications companies. Mr. Kennedy agrees, stating (at Response Ex. A, Ex. 1 ¶ 38) that Verizon and its competitors attach to poles that are 25 and 30 feet in height. But he also states (at Response Ex. A ¶ 10) that "FPL installed poles 100 inches taller than required by FPL's own needs in order to accommodate Verizon's attachments." This claim is inconsistent with Mr. Kennedy's concession that Verizon and Verizon's competitors are attached to 25- and 30-foot poles. In my opinion, it is highly unlikely, if not impossible, for FPL to deploy a network of shorter, 20-foot poles for its own facilities that would satisfy its engineering standards, the National Electric Safety Code, and the Florida Public Service Commission's storm hardening requirements.

Bryan L. Lantz

Sworn to before me on
this 24th day of November, 2015

Notary Public

PUBLIC VERSION

Reply Exhibit C

PUBLIC VERSION

Before the
Federal Communications Commission
Washington, DC 20554

VERIZON FLORIDA LLC, Complainant, v. FLORIDA POWER AND LIGHT COMPANY, Respondent.	)	Docket No. 15-73 File No. EB-15-MD-002 Related to: Docket No. 14-216 File No. EB-14-MD-003

REPLY AFFIDAVIT OF TIMOTHY J. TARDIFF, PH.D.

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

I, TIMOTHY J. TARDIFF, being sworn, depose and say:

I. Introduction

1. My name is Timothy J. Tardiff. I am a Principal at Advanced Analytical Consulting Group. My business address is 211 Congress Street, 9th Floor, Boston, MA 02110. I submitted an affidavit in this matter on March 13, 2015 ("Tardiff opening affidavit"). My qualifications are described therein.
2. In my opening affidavit, I concluded that the rental rates that Florida Power and Light Company ("FPL") has demanded from Verizon Florida LLC ("Verizon") under the parties' joint use agreement have greatly exceeded the value of any possible monetary advantages Verizon has received as compared to its competitors. I have since evaluated FPL's June 29, 2015 Response to Verizon's March 13, 2015 Pole Attachment Complaint and FPL's subsequent document production. As I explain in this affidavit, FPL's Response and documents confirm and strengthen the conclusions that I reached in my opening affidavit.
3. FPL's Response includes unrealistically high estimates of purported advantages that are not responsive to the relevant question: what is the monetary value of possible unique advantages

to Verizon, relative to third party attachers, arising from certain terms and conditions in the parties' joint use agreement. FPL (1) does not limit its Response to the *relative* advantages (if any) of joint use agreements vis-à-vis third party agreements and (2) undermined its claims by producing data that shows that Verizon is not materially advantaged relative to third parties. FPL's unsupported arguments about irrelevant topics cannot overcome its own data, which show that the competitively neutral just and reasonable rate for Verizon is the properly calculated new telecom rate that applies to Verizon's competitors because Verizon attaches to FPL's poles pursuant to materially comparable terms and conditions.

4. The rest of this affidavit is organized as follows. In Section II, I demonstrate the flaws in FPL's attempt to justify its unreasonably high rental rates by claiming that the "value of access" should be set based on the value of a replacement, duplicative utility pole network. In Section III, I detail errors in FPL's analysis and quantification of the other alleged advantages. Finally, in Section IV, I identify errors in the rates that Mr. Spain has calculated based on his interpretation of the FCC's pole attachment rate formulas.

II. The "Value of Access" Provided To Verizon Is Not The Replacement Cost Of A Duplicative Network Of Utility Poles.

5. FPL seeks to justify its rental rates by arguing that Verizon avoided the cost associated with deploying its own network of utility poles. FPL explained its position as follows:

> For some, all or even the most recent period of the parties' relationship, Verizon has made a business decision that it is in Verizon's best interests to lease space on FPL's poles rather than own poles . . . The information sought by FPL will demonstrate the financial benefits that Verizon has received as a result of its access to FPL's infrastructures rather than incurring the expense required to build and maintain its own facilities.[1]

6. FPL's attempt to value Verizon's access to FPL's poles without reference to the value of access for Verizon's competitors should be rejected. FPL's argument is the result of its selectively quoting from the Enforcement Bureau's Memorandum Opinion and Order without the surrounding context, and then drawing what is quite frankly a preposterous

[1] Response Exhibit D (Letter from Charles A. Zdebski to Christopher S. Huther, June 17, 2015, p. 8).

economic conclusion as a result. In particular, the Memorandum Opinion and Order states the following:

> Verizon concedes that it has received and continues to receive *benefits under the Agreement that are not provided to other attachers*, but it has not produced any evidence showing that the *monetary value of those advantages is less than the difference between the Agreement Rates the New or Old Telecom Rates over time.* Verizon provides no evidence regarding the value of access to Florida Power's poles..."[2]

7. Taken in context, the "value of access" that is referenced is a comparative "value of access" that requires a *difference* between the terms of attachment under the joint use agreement and under third party license agreements in order to justify a rate differential. This means that the sole fact that Verizon shares infrastructure is not relevant because it is not unique to Verizon.
8. The only relevant value to "access," therefore, is the value, if any, associated with the one difference that the Enforcement Bureau identified between Verizon and its competitors—Verizon does not have the statutory right to access that third-parties were granted by the 1996 Telecommunications Act.[3] But that difference is a unique burden (not benefit) to Verizon because voluntary access has less value than a guaranteed right to access.
9. By including voluntary access as an alleged benefit under the joint use agreement, FPL tries to recast a unique *disadvantage* that incumbent local exchange carriers (ILECs) face in deploying and upgrading its network.[4] After the Commission implemented the statutory right of access for third parties specified in the 1996 Telecommunications Act, the FCC considered an electric utility's claim that the addition of the statutory right of access provided additional value to cable companies that had previously attached pursuant to voluntarily-

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[2] *Verizon Florida LLC, Complainant v. Florida Power and Light Company, Respondent*, Docket No. 14-216, File No. EB-14-MD-003, Memorandum Opinion and Order, February 11, 2015, ¶ 23 ("Memorandum Opinion and Order"), ¶ 24 (emphasis added).

[3] Memorandum Opinion and Order, ¶ 21.

[4] Ironically, FPL's attempt to justify high rates on the basis of the lack of statutory access seems to turn on its head the FCC's observation in the 2011 Report and Order that Congress may have not provided statutory access to ILECs in order to prevent ILECs from demanding excessive rates from electric utilities. *Implementation of Section 224 of the Act; A National Broadband Plan for Our Future*, WC Docket No. 07-245; GN Docket No. 09-51, Report and Order and Order on Reconsideration, 26 FCC Rcd 5240, ¶ 212 ("2011 Report and Order")

entered agreements.[5] The Commission rejected the utility's attempted fivefold increase in pole attachment rates, but not because voluntary access had more value than mandatory access. Instead, the FCC confirmed that because the electric utility "has a monopoly on pole attachments in its service area[,] any rents it negotiates with other service providers not covered by the Commission's pole attachment rate formula reflect a monopoly value."[6]

10. The Commission also rejected the use of replacement costs to justify rates, stating that "[b]ecause of the unusual nature of pole attachments, and the nature of the property interest conveyed, the three standard appraisal techniques for determining market value, comparable sales, income capitalization, and replacement costs less depreciation, are particularly unsuited for valuing pole attachments."[7] In another order, the Commission wrote:

> [W]e rejected utilities' arguments that pole attachment rates should be based on replacement costs and we affirmed the use of historical costs in our pole attachment rate methodology. We stated that the continued use of historical costs accomplishes key objectives of assuring, to both the utility and the attaching parties, just and reasonable rates; establishes accountability for prior cost recoveries; and accords with generally accepted accounting principles.[8]

11. FPL nonetheless tries to demonstrate a large "value of access" by claiming that the "value" is the replacement cost for its network—the value associated with "Verizon's decision to attach to, rather than own," utility poles.[9] Given the essential nature of shared infrastructure, the rationale for regulating rates is so that the infrastructure owner cannot capture the types of replacement "value" FPL relies on in this matter.

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[5] *Alabama Cable Television Assoc., Comcast Cablevision of Dothan, et al. Complainant v. Alabama Power Company, Respondent/Applicant*, File No. PA 00-003, Order, 16 FCC Rcd 12209 (2001), ¶ 1.

[6] *Ibid.* ¶ 55.

[7] *Ibid.* ¶ 53.

[8] *Amendment of Commission's Rules and Policies Governing Pole Attachments; Implementation of Section 703(e) of the Telecommunications Act of 1996*, CS Docket No. 97-98; CS Docket No. 97-151, Consolidated Order on Reconsideration, 16 FCC Rcd 12103 (2001), ¶ 15 ("Reconsideration Order"). The Reconsideration Order (¶ 24) gave an additional reason why a replacement cost approach is used to determine rates for unbundled network elements, but not for pole attachments: "These telecommunications network elements, in contrast to poles, ducts and conduits, are subject to a rapidly changing technology." That is, contrary to Mr. Spain's (¶ 11) claim, there is little risk of poles becoming obsolete.

[9] FPL's Response, pp. 7-8.

12. As a result, not only is the type of valuation FPL has advocated totally irrelevant to a comparison of rates with possible *differences* between Verizon and its competitors, but FPL's ability to charge excessive rates based on such an irrelevant measure would in and of itself be a manifestation of its superior bargaining power. It would permit FPL to charge supracompetitive prices for an essential facility.[10]
13. FPL's attempt to justify its unreasonably high rates on the fact that Verizon had voluntary access before third parties received a statutory right of access in 1996 is historically inaccurate.[11] FPL provided third parties voluntary access since at least 1970.[12] Since 1978, cable television providers, who appear to have the large majority of third party attachments, have enjoyed regulated rates under the cable formula.[13] In 2008, FPL reported that there were 665,000 third party attachments, but fewer than 500,000 ILEC attachments.[14] The facts, as a result, do not support FPL's claim that Verizon has had an enduring "head start" in providing broadband services.
14. In this regard, Mr. Spain greatly overstates Verizon's market share (purportedly 98 percent for residential customers) by reporting statistics for what the Florida Commission labels "traditional wireline access lines," which do not include voice over Internet Protocol (VoIP) lines provided by competitive local exchange carriers (CLECs) and cable companies or wireless.[15] The most compelling statistic regarding "wireline access lines" is not the ILECs' share, but the continuing rapid erosion of volumes: ILEC residential lines declined from 4.8

[10] The 2011 Report and Order (note 618) discusses bargaining power in terms of the cost of the next best alternative to attachments on the owner's poles. Bargaining power becomes greater when the cost of the next best alternative increases.

[11] Spain declaration, ¶¶ 12-13.

[12] The discussion in this paragraph is based on my opening affidavit, which describes data provided by FPL in this and other FCC pole attachment proceedings. Tardiff opening affidavit, ¶ 20.

[13] *Ibid.*

[14] *Ibid.*

[15] Florida Public Service Commission, Report on the Status of Competition in the Telecommunications Industry as of December 31, 2014, p. 15 (available at http://www.psc.state.fl.us/publications/pdf/telecomm/20150730MasterComp.pdf).

million to 1.6 million between 2008 and 2014, while business lines decreased from 3.6 million to 2.2 million over that same period.[16]

15. The FCC's ongoing local competition reports provide a more cogent perspective on the relative positions of wired providers of voice services because they include VoIP services provided by cable and other competitors, which are equivalent to the voice services provided by ILECs. These data show (1) as of 2013 Florida incumbents had roughly 50 percent of wired services, with the shares roughly the same for residential and business services[17] and (2) the incumbents' share of wired services (both residential and business) had declined from 72 percent in June 2009 to 50 percent by the end of 2013.[18] Further, the latest detailed report of state-level data from the Center for Disease Control show that 38.4 percent of households in Florida (outside of Miami-Dade County, Duval County, and Orange County) were wireless-only, with an additional 16.7 percent of households mostly using wireless,[19] indicating that ILECs actually have only 31 percent of residential voice services.[20]

III. FPL's Other Valuations Are Flawed And Unsupported.

16. FPL's valuation of the remaining alleged benefits is no more reliable than its valuation of "access." As next detailed, (1) FPL's methodology has several serious flaws, (2) FPL's claim regarding operations and maintenance costs (O&M) and administrative and general expenses (A&G) is irrelevant, (3) FPL's valuation of make-ready is undermined by its data,

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[16] *Ibid.*

[17] *Local Telephone Competition: Status as of December 31, 2013*; Industry Analysis and Technology Division, Wireline Competition Bureau, October 2014, Tables 10 and 11 (available at https://apps.fcc.gov/edocs_public/attachmatch/DOC-329975A1.pdf).

[18] *Ibid.*, Table 12.

[19] Stephen J. Blumberg, Nadarajasundaram Ganesh, Julian V. Luke, and Gilbert Gonzales, "Wireless Substitution: State-level Estimates from the National Health Interview Survey, 2012, National Health Statistics Reports, Number 70, December 13, 2013, Table 2 (available at http://www.cdc.gov/nchs/data/nhsr/nhsr070.pdf). A more recent tabulation (available at http://www.cdc.gov/nchs/data/nhis/earlyrelease/wireless_state_201412.pdf) indicates that percentage of wireless only households throughout Florida increased from 39.7 percent in 2012 to 42.6 percent in 2013.

[20] Because (1) ILECs serve about 50 percent of residential wired voice customers and (2) wired voice customers are 61.6 percent (100 percent – 38.4 percent) of wired and wireless residential subscribers, the ILEC share is 0.5 x 0.616 = 31 percent.

and (4) FPL's criticism of my analysis of pole height analysis is misplaced and FPL's attempt to quantify the value of differences in the timing of rental payments is incorrect.

A. FPL's Methodology Is Fundamentally Flawed.

17. Although FPL labels its filing a response, in significant ways it does not respond to the details of Verizon's quantification of the monetary value of the other alleged differences between the parties' joint use agreement and third party license agreements. FPL does not rebut, criticize, or even speak to the economic framework that I included in my opening affidavit to address the issue identified by the Enforcement Bureau of whether the monetary value of possible advantages under the parties' joint use agreement "is less than the difference between the Agreement Rates and the New or Old Telecom Rates over time."[21]

18. The essential features of the framework were the following: for each potential advantage (or disadvantage) in the joint use agreement relative to a third party agreement: (1) identify the frequency with which the advantage (or disadvantage) occurs, (2) measure the magnitude of the relative benefit (or detriment) that advantage (or disadvantage) provides to Verizon, and (3) convert the result to an annual "adder" to the third party rate—the effect of which would be to equalize the payments Verizon would make if it were subject to the third party agreement rather than the joint use agreement.[22]

19. FPL instead presents seemingly large monetary amounts, without any attempt to show what effect the valuation has on annual rental rates. FPL and its declarant also fail to (1) capture only the value associated with a difference between Verizon and third parties,[23] (2) prevent double counting when valuing multiple alleged advantages, and (3) compare consistent costs (i.e., historic or current) when comparing rental payments to the value of alleged advantages.

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[21] Memorandum Opinion and Order, ¶ 24.

[22] Verizon's Complaint, Exhibit G, ¶¶ 11-12. We addressed this issue both historically (Verizon's Complaint, Exhibit A, ¶¶ 51-53, Exhibit G, ¶¶ 31-34) and for the period after June 2012, when the joint use agreement terminated (Verizon's Complaint, Exhibit A, ¶¶ 54-56). Accordingly, FPL is simply wrong when it claims that Verizon ignored the historic value (FPL Response, p. 6).

[23] In effect, FPL attempts to transform a disagreement over the monetary *magnitude*—historical and/or ongoing—of any competitively advantageous terms into an argument that the terms do not need to competitively advantage Verizon at all.

20. Each of Mr. Kennedy's valuations is flawed for one of these reasons. For example:

- In calculating a $294 million cost for make-ready,[24] Mr. Kennedy assumes that Verizon avoids, but third parties pay, make-ready charges each and every time they make an attachment to an additional joint use pole, although FPL's records show that FPL has charged Verizon's competitors make-ready 2.4 percent of the time.[25]
- Mr. Kennedy estimates a cost of $8.4 million to $33.5 million for taller poles to accommodate Verizon's attachments,[26] but FPL's poles that have third party attachments (but no Verizon attachments) are at least as tall as FPL's joint use poles,[27] meaning that Verizon has received no unique benefit from (nor imposed unique costs on) FPL associated with taller poles.[28]
- Mr. Kennedy estimates the cost for bucket trucks, and FPL claims (with no support) that Verizon would require 10 additional trucks if it did not have the lowest position on a pole.[29] But neither Mr. Kennedy nor FPL provide any explanation of how Verizon's bucket truck needs could be any different from its competitors' when their attachments are at most only one or two feet higher than Verizon's attachments[30]—and sometimes within the same four feet of space assigned to Verizon under the joint use agreement.[31]
- Mr. Kennedy presents an annual cost range of $12,500 to $250,000 associated with relocating poles in coordination with the Florida Department of Transportation. As Mr. Kennedy's explanation makes clear, Verizon's attachments impose no unique burden on

[24] Kennedy declaration, ¶ 13.

[25] Mr. Kennedy's make-ready estimate is also flawed because joint use was established on approximately 9,000 poles under the Joint Use Agreement since 58,000 poles were already in joint use in 1975. Kennedy declaration ¶ 34. Therefore, even if Mr. Kennedy's unit costs associated with make-ready work were correct, they would be too large by a factor of about 7.4.

[26] Kennedy declaration, ¶ 12.

[27] Tardiff opening affidavit, ¶¶ 19-23.

[28] Tardiff opening affidavit, ¶¶ 24-27. Further, rather than being a relative advantage for Verizon, the taller poles have actually benefited FPL, because the additional revenues from Verizon's and third parties' attachments have been greater than the extra costs for taller poles. *Ibid.*

[29] Kennedy declaration, ¶ 15; FPL Response, p. 27.

[30] FPL-R1-0049 is a diagram depicting third party attachments at heights one or two feet above telephone company attachments on joint-use poles and at the lowest positions in the communications space on non joint-use poles.

[31] Kennedy declaration, Exhibit 1, ¶ 37.

FPL relative to third party attachments: "FPL owns the majority of joint use poles and therefore pays for the majority of these relocation costs. *Attachers, including Verizon when it is on FPL poles*, just follow along."[32]

- Mr. Kennedy presents a cost estimate of $6.7 million to $10 million attributable to FPL engineering overheads for pole installations.[33] FPL incurs these same costs for the poles to which third parties are attached—costs that are included in the investment amounts that are already used to set FPL's joint use and FCC rates. Including them, as a result, would double-count such costs.
- Mr. Kennedy lists inspection fees of $0.8 million.[34] This amount is a component of the $9 million for permit fees described earlier, *i.e.*, it is pure double-counting.
- Finally, Mr. Kennedy compares Verizon's actual rental payments from 1975 through 2014 with the *current* costs he purports to estimate.[35] This overlooks the fact that the costs for any advantages that Verizon arguably avoided would have been lower in earlier years.[36] Mr. Kennedy should have either used historical costs to value the differences, or converted Verizon's rental payments to current value.[37]

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[32] Kennedy declaration, ¶ 21 (emphasis added).

[33] Kennedy declaration, ¶ 11.

[34] Kennedy declaration, ¶ 14.

[35] Kennedy declaration, ¶ 34 and Exhibit 4.

[36] The 2014 pole costs FPL calculated to derive rates under the joint use agreement were [redacted] times as high as the corresponding 1975 costs, which translates into an average annual rate of increase of [redacted] The costs for activities such as make-ready work likely increased at a similar rate.

[37] Restating Mr. Kennedy's calculation of the historical rental amounts billed to Verizon but using the 2014 pole cost in place of its historical value results in about $91 million on a current cost basis. Even if Mr. Kennedy's claim were correct (which it is not) that make-ready permit fees of $135.95 and make ready costs of $4,390 per pole were avoided for each of the approximately 9,000 poles for which Verizon established joint use over the 40 years considered by Mr. Kennedy, the associated cost on a current cost basis would be only about $41 million, or about 45 percent of the billed rental amounts. *See* Kennedy declaration ¶ 34. Accordingly, Mr. Kennedy's claim that "the total amount of benefits provided to and the costs avoided by Verizon since 1975 dwarfs the amount it had paid" is incorrect. *See ibid.*

B. FPL's Claim Regarding Operations And Maintenance Costs (O&M) And Administrative And General Expenses (A&G) Is Irrelevant.

21. FPL's attempt to inflate the benefits that Verizon has received is particularly apparent in its claim regarding O&M and A&G costs. Mr. Kennedy argues that because they are explicitly included in FCC's rate formula, but not in the joint use agreement rate formula, Verizon has been benefited.[38] Mr. Kennedy then uses 2014 FERC Form 1 data to calculate O&M and A&G costs of $34.48 per pole, of which he assigns $17.24 to Verizon.[39] Mr. Kennedy asserts that this $17.24 value is a benefit that he would add to a third party rate when determining whether a particular rate for Verizon's attachments is just and reasonable (for example, $37.96 demanded for 2014 + $17.24 = $55.20).

22. The fact that an alternative rate calculation could produce a higher rate is totally irrelevant to the question at hand: whether the terms and conditions (other than rental rates) in the joint use agreement advantage Verizon relative to third party providers. In the case of no material advantages, competitive neutrality requires Verizon pay the same rate; how rates were calculated (or might have been calculated) in the past plays no role in this determination. Alternatively, if there were a material advantage, the difference between Verizon's rate and a third-party rate should be based on the magnitude of such advantages, again leaving no role for putative differences produced by alternative joint use rate formulas.

23. Mr. Kennedy's calculation is particularly irrelevant because Verizon has asked for a rate calculated pursuant to the FCC's rate formula. Verizon would then be assigned the identical O&M and A&G costs that are assigned to its competitors.

C. FPL's Valuation Of Make-Ready Costs Is At Odds With Reality.

24. FPL's calculations of make-ready costs assume, contrary to reality, that because of the joint use agreement, Verizon has avoided substantial make-ready costs that third-party attachers

[38] Kennedy Affidavit, ¶¶ 29-32.

[39] To put the amount by which Mr. Kennedy claims Verizon has avoided O&M and A&G costs in context, because O&M and A&G components of the FCC's formula account for about 22 percent of the annual charge factor, the new telecom rate of $11.54 FPL has calculated with the most recent FERC Form 1 data includes $2.55 attributable to O&M and A&G (0.22 x $11.54). This amount is only 15 percent of the amount Mr. Kennedy claims Verizon has avoided.

routinely must pay.[40] The two largest components of FPL's calculation of the alleged benefits to Verizon from the joint use agreement are related to Mr. Kennedy's claim that Verizon has avoided make-ready permit fees[41] and the associated make-ready work for every FPL-owned joint use pole.[42] Mr. Kennedy's calculations are completely undermined by the fact that third-parties seldom have to pay make-ready permit fees or the associated make-ready costs (be that for a pole replacement or any other activity required to accommodate their attachments). As I described in detail in my opening affidavit, FPL installs poles suitable for the attachments of entities other than FPL not only in the overlapping serving area with Verizon, but throughout the western territory covered in FPL's most recent field survey. Accordingly, it defies reality to suggest that FPL must remove shorter poles installed to meet only FPL's requirements when a third party wishes to attach.[43]

25. Mr. Kennedy's imaginary world in which the attachments of ILECs and third parties require constant replacement of shorter poles is totally inconsistent with a prior filing by FPL at the FCC. In particular, FPL's (in conjunction with other Florida investor-owned utilities) 2008 filing in the FCC's pole attachment proceeding established that FPL designs its network to accommodate third party attachments: "Third party attachment standards . . . do not exist in a vacuum. They are part in parcel of an electric utility's overhead distribution construction standards."[44] Indeed, FPL's earlier observations appear to be consistent with the requirements of Florida's Administrative Code (§ 25-6.0341(5)), which requires electric utilities to accommodate other attachers:

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[40] Kennedy declaration, ¶ 8.

[41] "Absent the joint use agreement, Verizon would have paid a make-ready permit application fee of $135.95 (in today's cost) in addition to the costs of make-ready work for every single pole Verizon attached to over the course of the parties' relationship." Kennedy declaration, ¶ 9.

[42] "If Verizon had been required, *as are cable companies and CLECs*, to pay make-ready costs to replace shorter FPL poles built solely to serve FPL's electric customers with taller poles, Verizon would have paid Two Hundred Ninety Four Million Dollars [Mr. Kennedy's purported cost of $4,390 per pole time 67,000 poles] in make-ready cost." Kennedy declaration, ¶ 13 (emphasis added).

[43] Tardiff opening affidavit, ¶¶ 19-23, which also notes that under the joint use agreement Verizon paid some of the costs associated with taller and stronger poles.

[44] Initial Comments of Florida Power and Light, Tampa Electric and Progress Energy Florida Regarding Safety and Reliability in WC Docket No. 07-245, March 7, 2008, p. 6.

> Where the expansion, rebuild, or relocation of electric distribution facilities affects existing third-party attachments or the facilities of existing joint users, and will result in the relocation of such facilities to a new location adjacent to a public road, the utility shall notify and attempt in good faith to accommodate concerns raised by third-party attachers and joint users, including input and concerns related to the cost impacts of the proposed relocation on attaching entities. The electric utility shall also, to the extent practical, coordinate the construction of its facilities with the affected third-party attachers and joint users.

26. Data produced by FPL in response to Verizon's discovery requests corroborate the fact that FPL installs taller poles of sufficient height and strength to accommodate attachments of other parties irrespective of whether Verizon could ever seek to attach. In particular, in a supplemental response to Verizon's Interrogatory 3, FPL produced a table of amounts paid for permit fees and make-ready work, which includes data about the period between 2005 and the Joint Use Agreement's termination in 2012 when Verizon could no longer take advantage of a make-ready benefit. Table 1 summarizes that information and shows that FPL's claims regarding a make-ready work advantage are greatly exaggerated. As explained in greater detail in the next paragraph, Table 1 shows that Mr. Kennedy's calculation overstate (1) the frequency with which make-ready work is needed and (2) the average costs incurred when make-ready work is required.

Table 1: FPL's Make-Ready Data Production
Permit Applications Received 2005 – June 9, 2012

No make-ready work	
Poles	14,870
Permit fees per pole	$7.95
Make-ready work required	
Poles	369
Permit fees per pole	$115.12
Make-ready cost per pole	$675.93
Total Cost per pole	$791.04
All Poles	
Total Poles	15,239
Percent requiring make-ready work	2.42%
Payments per pole	$26.91

27. The data provided by FPL show collection of permit fees (either make-ready or non-make ready) for a total of 15,239 poles, with 369 of these poles (2.42 percent) requiring make-ready work. These results are inconsistent with Mr. Kennedy's claim that the joint use agreement provides an advantage to Verizon in avoided make-ready permit fees and associated costs that third-parties routinely pay. The table also shows the following:

- For poles with third party attachments not requiring make-ready work, permit fees averaged $7.95 per pole. This outcome is consistent with the administrative permit fee in FPL's contractor's online Permit Manual,[45] which was charged through 2013, when FPL evidently bundled a new $13 inspection fee into the permit fee charge.
- For poles with third party attachments that need make-ready work, permit fees averaged $115.12 per pole. This outcome is consistent with third parties being charged $115.95 through 2013 (a $108.00 make-ready fee and a $7.95 administrative fee). The fee increased to $135.95 in 2014 when FPL evidently bundled the new $13 inspection fee with the $7.95 administrative fee and raised the fee associated with processing make-ready applications by an additional $7.00.
- For poles with third party attachments that need make-ready work, make-ready costs averaged $675.93 per pole. This amount is only 15 percent of the amount Mr. Kennedy claims would be required for make-ready work for each and every pole ($4,390).[46]
- Total payments—consisting of permit fees for all poles and make-ready costs for poles requiring such work—averaged $26.91 per pole.[47] This amount is less than one percent of the $4,525.95 ($4,390 make-ready costs plus $135.95 permit fee) Mr. Kennedy used in developing his inflated benefit estimates.

[45] Verizon's Complaint, Exhibit 11, p. 12.

[46] Kennedy declaration, ¶ 13.

[47] $26.91 = [369 x ($115.12 + $675.93) + 14,870 x $7.95]/15,239.

D. FPL's Criticism Of My Pole Height Analysis Is Misplaced And FPL's Attempt To Quantify The Value Of Differences In The Timing Of Rental Payments Is Incorrect

1. Pole Height

28. The results of FPL's make-ready data presented above in Table 1 are not surprising in light of the results from FPL's most recent field survey. As noted above, and as I detailed in my opening affidavit, FPL's survey showed that (1) FPL's poles with third party attachments, but no Verizon attachments, tend to be at least as tall as FPL's joint use poles with Verizon's attachments and (2) FPL's poles with only its own attachments are of comparable heights to joint use poles. In light of this, there would be no reason to expect that third party make-ready costs should materially exceed the make-ready costs needed to accommodate Verizon.[48] In either case, there would generally be sufficient space on the poles to accommodate third party attachments and/or Verizon's attachments; consequently, there is no need to routinely replace poles to provide space for third party attachments.

29. Rather than responding to this analysis, which among other things, demonstrated that FPL's basic premise that joint use has required that *every* FPL joint-use pole replace a shorter pole otherwise suitable for only FPL's attachment is completely unrealistic, FPL and it declarants doubled down on that fatally flawed premise. For example, Mr. Kennedy continues to claim: "in the absence of the joint use agreement with Verizon, the poles would not have been tall enough to accommodate a communications carrier attachment and *all permits* would have been make-ready permits; that is, requests to change out the pole with one that would accommodate a communications attachment."[49] But Mr. Kennedy's mythical world requires that the poles on which only FPL is attached are poles that are 30 feet or shorter.[50] In contrast, the latest field survey showed that only about 20 percent of FPL poles with no Verizon or third party attachments are 30-foot or shorter and that 69 percent (nearly two out of three poles) are 40-foot or higher.[51] I also observed that "the distributions of FPL's poles

[48] Tardiff opening affidavit, ¶¶ 19-23.

[49] Kennedy declaration, ¶ 9, (emphasis added).

[50] The joint use agreement, Section 1.1.5, specifies joint use poles are 35- or 40-foot poles.

[51] Tardiff opening affidavit, ¶ 22, Table 1.

across available size categories (e.g., 35-foot, 40-foot, etc.) differ very little among poles that have only FPL's attachments and FPL's joint use poles."[52]

30. Rather than examine my calculations and/or attempt to rebut my conclusions,[53] Mr. Kennedy first incorrectly claims that my analysis "presents to the FCC the average height of poles on which there are no attachers."[54] In fact, I did not present *average pole heights* for any type of pole, but rather I presented and described the *size distributions* of poles with and without attachers other than FPL.[55] Apparently based on this incorrect premise, Mr. Kennedy jumps to the illogical and erroneous conclusion that because Verizon reported that it had no documents that were relied upon "to calculate FPL's average pole height for which there are no attachers, other than FPL,"[56] my results must have been fabricated. To the contrary, my results do not include a calculation of average pole height—the measure Mr. Kennedy claims has been fabricated. More importantly, FPL has all the information it needs—namely the joint field survey results and the documentation of my calculations—to independently compare the real world to Mr. Kennedy's mythical world. The fact that neither Mr. Kennedy nor FPL presented such results suggests that they have nothing that would corroborate Mr. Kennedy's assumptions.

2. Timing of Annual Rental Payments.

31. Mr. Spain did not directly address my explanation of how differences in the timing of annual rental payments should be analyzed, but he did claim that Verizon has been advantaged by $2.14 per pole per year because it is billed at the end of the year (as compared to twice-a-year billing at the beginning and mid-year for third parties).[57] The formula used by Mr. Spain to produce this result is:

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[52] *Ibid.*

[53] In response to FPL's Request for Production No. 33, Verizon provided documentation of my calculations (Confidential VZ-FPL01587-01589).

[54] Kennedy declaration, ¶ 33.

[55] A size distribution contains the proportions of poles of several particular heights, e.g., 35 feet and/or height categories, e.g., 20 feet or shorter, while the average height is a single number.

[56] Verizon's response to FPL's Request for Production No. 25.

[57] Spain declaration, ¶ 19.

Alleged timing advantage = Net payment per pole x annual interest rate x timing advantage (in years)

Mr. Spain used a value of $32.75 for the first component (net payment of $2,194,474 for 2013 rent / 67,000 poles), an interest rate of 5.6 percent for the second component (purported to be Verizon's cost of capital), and a timing advantage of 14 months (1 1/6 years) for the third component.[58]

32. Mr. Spain's result is greatly exaggerated for three reasons: (1) he erroneously starts with the revenue that would be generated by FPL's demand under the joint use agreement, rather than the revenue produced by a third party agreement, (2) he overstates the timing advantage, and (3) he uses a cost of capital estimate that exceeds a proper interest rate.

33. With respect to the first point, consider the example in which other than the rental rate, the only difference between a third party agreement and a joint use agreement is that the former required payment at the beginning of the year, while the latter required payment at the end of the year. Assume further that in spite of the fact that the timing of rental payments was the only difference in the terms of the joint use and third party agreements, the third party agreement had an annual rental of $10, while the joint use agreement had an annual rent of $30. As explained in greater detail below, competitive neutrality dictates that a just and reasonable rate be considerably lower than $30 to only differ from the third party rate in an amount that offsets the time value of money third parties incur. This result is properly obtained from basing an interest calculation on the third party rate, not the joint use rate as Mr. Spain has done.

34. Continuing with the example, if the relevant interest rate were 5 percent, Mr. Spain's incorrect approach would attribute a monetary value of $1.50 (0.05 x $30), and then add that amount to the third party rental rate of $10, for a total of $11.50. Such an approach would artificially disadvantage the ILEC. At the end of the year, the ILEC would have paid $11.50, while the third party would have paid only $10.50: $10 in the rental payment at the beginning of the year plus $0.50 (0.05 x $10) in forgone interest earnings from having to pay earlier than the ILEC. In contrast, if the monetary value is based on the third party rate, the addition

[58] $2.14 = $32.75 x 0.056 x (7/6).

to the third party rate would be $0.50 (0.05 x $10), which when added to the third party rate would produce a rate of $10.50 for ILEC attachments. At this rate, both the ILEC and the third-party would have paid the same $10.50 by the end of the year.

35. With regard to the second point, Mr. Spain calculates a fourteen month timing advantage consisting of (1) nine months attributable to the beginning dates on which payments are due and (2) an extra five months to account for Mr. Spain's assertion that, in practice, Verizon has had until the end of May to pay a bill that was payable at the beginning of the year. The nine-month component is consistent with the analysis in my opening affidavit.[59] For example, with semi-annual payments for periods starting on the first of January and the first of July, the average date is the end of the third month (0.5 x 0 months + 0.5 x 6 months), while under the joint use agreement, the corresponding date is the end of the twelfth month. However, Mr. Spain's addition of the extra five months is incorrect, because it is not the result of a comparison of the terms in a third-party agreement with the terms in the joint use agreement at issue, but instead an apples-to-oranges comparison of purported terms in a third-party agreement with what is claimed to be FPL's actual practice in administering the joint use agreement. Including the difference between when FPL actually sends invoices to Verizon and what the agreement specifies as a benefit would be equivalent to charging late payment interest for periods before a customer received a bill. In fact, a proper apples-to-apples comparison of the respective agreements demonstrates that there is no time advantage over and above the nine-month timing differences discussed previously. In particular, the joint use agreement specifies (whether or not FPL chooses to invoice in accordance with it) that payment may be due as early as [redacted] The comparable provision in FPL's draft license agreement (which sets forth the best-case scenario terms for FPL) is [redacted]

[59] Tardiff opening affidavit, ¶¶ 28-29.

[60] Joint Use Agreement, Section 10.8 (Exhibit 1 to Verizon's Complaint).

[redacted]

36. Correcting the two errors substantially reduces the resulting monetary advantage. For example, if (as in my Opening Affidavit), the first component (revenue per pole) were $10, and the correct timing advantage of 9 months (0.75 years) were used, the calculated advantage would be $0.38 ($10 x 0.05 x 0.75), which differs from the result of $0.36 in my opening testimony because of different interest rates (5.00% versus 4.75%).

37. With regard to the proper interest rate, however, Mr. Spain improperly uses what he calculates to be Verizon's 5.6% cost of capital rather than the type of interest rate generally used in pole attachment disputes.[62] Mr. Spain's use of cost of capital overstates the effect of the difference in the timing of payments, because the flow of money associated with timing differences carries with it less risk than a company's capital investments, *e.g.*, for infrastructure improvements, for which the cost of capital is used.[63]

V. Mr. Spain's Rate Calculations Based on the FCC's Formulas Are Incorrect.

38. Finally, the rates that Mr. Spain calculates based on his interpretation of the FCC's new and pre-existing telecom rate formulas are wrong. Mr. Spain presents two sets of rates: (1) one set uses one foot of space in the "space occupied" input, and multiplies the resulting rate by improperly high amounts of space reserved for—but not occupied by—Verizon, and (2) one

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[61] [redacted] if FPL were slow in sending the invoice, a third party would enjoy even more delay.

[62] Dr. Calnon used the Florida statutory interest rate of 4.75 percent in his quantification of the monetary effect of different payment schedules in joint use and third party agreements. Verizon's Complaint, Exhibit A, ¶ 48. This rate is higher than the rate previously used by the FCC in pole attachment disputes. In particular, the FCC's unauthorized attachment provisions that were superseded by the 2011 Report and Order included "interest at a rate set for that period by the Internal Revenue Service ("IRS") for individual underpayments pursuant to Section 6621 of the Internal Revenue Code." *Mile Hi Cable Partners, L.P. v. Pub. Serv. Co. of Colo.*, 15 FCC Rcd (Cable Serv. Bureau 2000), ¶ 14. Using that rate, which is currently three percent, would produce an advantage of $0.23 (10 x 0.03 x 0.75). Historical values of the IRS interest rates are available at http://www.dol.gov/ebsa/calculator/interestratetables.html.

[63] Richard A. Brealey, Stewart C. Myers, and Franklin Allen, *Principles of Corporate Finance*, Eighth Edition, Boston: McGraw-Hill, 2006, p. 29. Because an interest rate, not cost of capital, should be used, there is no need to discuss the merits of Mr. Spain' cost of capital result.

set uses the improperly high space reservations as the "space occupied" input. Both sets of rates are wrong because they are not based on the space *occupied* by Verizon, as detailed below. The first set of rates is additionally wrong because: (1) the FCC's rate formulas are per-pole (not per-foot) rates formulas,[64] and (2) multiplying a rate developed for an entity using one foot of space by the additional amount of space it occupies assigns that entity a greater proportion of unusable space than the Pole Attachment Act permits.[65] Including those disproportionate costs in the rates charged to one party, but not its competitors, is both contrary to statute and inconsistent with the objective of providing competitive parity in the provision of broadband services.

39. With respect to "space occupied," Mr. Spain assigns to Verizon either four feet (the amount of space reserved to Verizon in the joint use agreement) or two feet of space. FPL presents no survey or other evidence that shows that Verizon occupies two or four feet of space. Instead, as Mr. Lindsay explained in his 2014 affidavit, not only does Verizon not use four feet of space for its attachments, but FPL has allowed third parties to place their attachments in the four feet of space reserved to Verizon under the joint use agreement.[66]

40. Mr. Spain's use of two feet for Verizon's attachments is based on an unsourced claim that Verizon "claims" it uses that amount of space. In fact, Mr. Lindsay reported that, although there is no data about the space Verizon's facilities occupy in the parties' overlapping service area, Verizon's facilities use considerably less than two feet of space. In particular, Mr. Lindsay stated that recent audits of the space occupied by Verizon's attachments on power company-owned poles in in Florida and elsewhere "confirm that Verizon's facilities occupy on average *not more than 1.25 feet of space on a joint use pole*."[67] Mr. Lindsay's observation provides no data to rebut the FCC's presumption of one foot; rather Verizon reports that it has never been found to occupy more than 1.25 feet of space on average. But even if 1.25 feet were the average amount of space occupied by Verizon's attachments on

[64] Tardiff opening affidavit, ¶ 11, note 12.

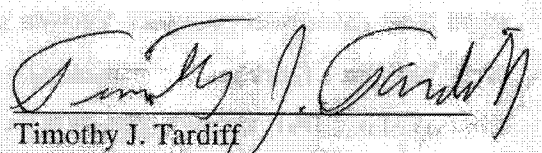
[65] 47 U.S.C. § 224(e)(2).

[66] Verizon Complaint, Exhibit D, ¶ 9.

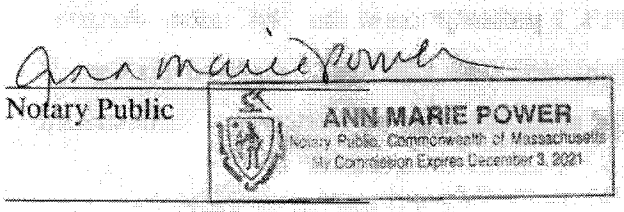
[67] *Ibid* (emphasis added).

FPL-owned poles, Mr. Spain applies the formula by rounding up to 2 feet. Nothing in the Commission's rules[68] or orders explaining the rules permits the rounding of a non-integer average up to the next integer. Instead, the FCC's explanation of why averages are used in its formula indicates that there should be no such rounding: "To avoid a pole by pole rate calculation, the Commission adopted rebuttable presumptions such as an average pole height of 37.5 feet, and an average of 13.5 feet of usable space on a pole."[69] The averages for pole height and usable space are not integers, nor are they rounded up when used in the formulas.

41. Further, because Mr. Spain's rate calculations use FPL's 2014 FERC Form 1 data, even if correctly calculated, the rates produced would be for 2015 rentals; therefore, they would be too high for determining rates in earlier years. For example, Mr. Spain calculated a new telecom rate of $11.54 for 2015, based on 2014 FERC Form 1 data.[70] This result is 24 percent higher than his calculated rate of $9.31 for 2011 in his 2014 affidavit,[71] which was based on FPL's 2010 FERC Form 1 data. Because the rates produced by the FCC's formulas are proportional to annual pole costs, the substantial 24 percent increase over the four years between 2010 and 2014 in the rate Mr. Spain calculated shows how a current rate calculated with the FCC's formulas exceed just and reasonable rates for earlier years.

By: 
Timothy J. Tardiff
Dated: November 24, 2015

Sworn to before me this 24th day of November, 2015.



Notary Public

[68] 47 C.F.R § 1.1418, which describes the use of presumptive inputs.

[69] Reconsideration Order, ¶ 46, note 169.

[70] Spain declaration, ¶ 25.

[71] FPL Response, Exhibit G, ¶ 22. 24 percent = (11.54 – 9.31) / 9.31.

PUBLIC VERSION

Reply Exhibit D

PUBLIC VERSION

Before the
Federal Communications Commission
Washington, DC 20554

VERIZON FLORIDA LLC, Complainant, v. FLORIDA POWER AND LIGHT COMPANY, Respondent.	)	Docket No. 15-73 File No. EB-15-MD-002 Related to Docket No. 14-216 File No. EB-14-MD-003

REPLY AFFIDAVIT OF CLAIRE J. EVANS, ESQUIRE

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

I, CLAIRE J. EVANS, being sworn, depose and say:

1. I am a partner in the Washington, D.C. office of Wiley Rein LLP, and I represent Complainant Verizon Florida LLC ("Verizon") in this proceeding. I am executing this Reply Affidavit in support of Verizon's Pole Attachment Complaint Reply.

2. Reply Exhibit 1 is a true and accurate copy of an agreement produced by Florida Power and Light Company ("FPL"), which is dated March 9, 1995 and was redacted by FPL.

3. Reply Exhibit 2 is a true and accurate copy of an agreement produced by FPL, which is dated September 1, 1984 and was redacted by FPL.

4. Reply Exhibit 3 is a true and accurate copy of an agreement produced by FPL, which is dated September 22, 1995 and was redacted by FPL.

5. Reply Exhibit 4 is a true and accurate copy of an agreement produced by FPL, which is dated January 1, 2000 and was redacted by FPL.

6. Reply Exhibit 5 is a true and accurate copy of FPL's Amended Objections and Responses to Verizon's Interrogatories dated July 28, 2015.

7. Reply Exhibit 6 is a true and accurate copy of FPL's Supplemental Response to Verizon's Interrogatory No. 3.

8. Reply Exhibit 7 is a true and accurate copy of FPL's Amended Objections and Responses to Verizon's Requests for Production of Documents dated July 28, 2015.

9. Reply Exhibit 8 is a true and accurate copy of a letter from C. Huther, Counsel, Verizon, to C. Zdebski, Counsel, FPL, dated August 21, 2015, a letter from C. Huther, Counsel, Verizon, to C. Zdebski, Counsel, FPL, dated September 2, 2015, and a letter from C. Zdebski, Counsel, FPL, to C. Huther, Counsel, Verizon, dated September 9, 2015.

10. Reply Exhibit 9 is a true and accurate copy of permit fee invoices produced by FPL, which are dated June 8, 2006 through September 8, 2014 and were redacted by FPL.

11. Reply Exhibit 10 is a true and accurate copy of a document titled Revised Application Processing Fee Information produced by FPL on July 28, 2015.

12. Reply Exhibit 11 is a true and accurate copy of reports about aerial damage that Verizon produced in response to FPL's Requests for Production of Documents.

13. Reply Exhibit 12 is a true and accurate copy of FPL's Response to Verizon's Request for Production of Documents Number 14.

14. Reply Exhibit 13 is a true and accurate copy of information about pole top evaluations produced by FPL, which are dated January 22, 2013 and were redacted by FPL.

15. Reply Exhibit 14 is a true and accurate copy of easements produced by FPL.

16. Reply Exhibit 15 is a true and accurate copy of "unauthorized attachment" invoices produced by FPL, which are dated December 20, 2009 and December 17, 2010.

17. Reply Exhibit 16 is a true and accurate copy of notes produced by FPL about photographs of its utility poles, which were redacted by FPL.

18. Reply Exhibit 17 is a true and accurate copy of FPL's invoice to Verizon for 2014 rent.

19. Reply Exhibit 18 is a true and accurate copy of the supporting worksheet provided to Verizon by FPL in support of its calculation of the rental rate it invoiced for the 2014 rental year.

Claire J. Evans, Esq.

Sworn to before me on
this 24th day of November, 2015

Notary Public

KIM B. WESTRAY
NOTARY PUBLIC OF DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JULY 31, 2016

PUBLIC VERSION

Reply Exhibit 1

[redacted]

11/6/90

CATV ATTACHMENT AGREEMENT

THIS AGREEMENT, made this 9th day of March, 19 95, between FLORIDA POWER & LIGHT COMPANY, a corporation organized and doing business under the laws of the State of Florida, hereinafter called "FPL" and [redacted], a (corporation organized and doing business under the laws of the State of Florida, hereinafter called "Licensee."

WITNESSETH

WHEREAS Licensee proposes to furnish television distribution service ("Cable Service") in the following areas where authorization has been granted by the political jurisdiction having authority for the areas: (List the political jurisdictions covered under this Agreement and with the signed original of this Agreement provide a copy of all existing franchises or other authorizations to furnish CATV service within FPL's service area. Where the franchisee has changed from the time of issuance of the franchise, provide a statement from an officer of Licensee showing how the franchise or other authorization gives authority for Licensee to operate in the jurisdiction. The copy for all new franchises and amendments must contain an original certification that it is a true and correct copy.)

[redacted]

and will need to erect and maintain aerial cables, wires and associated support hardware throughout the area to be served and desires to attach such cables, wires and associated support hardware to Poles of FPL; and

WHEREAS FPL is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and associated support hardware to its existing Poles where, in its judgment, such use will not interfere with its own or other joint Pole users' service requirements, including considerations of economy and safety;

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

1. Definitions

1.1 Attachment: The physical attachments of the Licensee's Cable Service system or Non-Cable Service system to an FPL Pole consisting of the cables, wires, and supporting hardware required to attach the system to the FPL Pole. All other equipment and hardware required to operate the Licensee's system are excluded from this definition and will not be allowed on FPL Poles, except that existing power supplies and associated equipment may remain on FPL Poles until such FPL Poles are replaced or relocated.

1.2 Cable Service: Television distribution service as defined as Cable Service in 47 U.S.C. §522(5) of the Cable Act and, for purposes of this Agreement only, non-profit public service which the Licensee lawfully is required to provide to the government entity issuing Licensee's franchise as a condition of such franchise.

1.3 FPL Pole or Pole: A Pole owned by FPL used for the distribution of electricity.

1.4 Make-Ready Work: Work that must be performed on an FPL Pole so that the Pole will accept a cable attachment in compliance with the National Electric Safety Code and any additional requirement by FPL.

1.5 Non-Cable Service: All transmissions of Licensee which are not included in the definition of Cable Service.

1.6 Service Area: That area wherein Licensee proposes to furnish Cable Service, specifically described in the first "Whereas" clause above.

11/6/90

2. Grant of License

2.1 FPL shall grant to Licensee, to the extent that it may lawfully do so, and if Licensee complies with the terms and conditions of this Agreement, the right to attach to FPL Poles, aerial cables, wires and associated support hardware throughout the Service Area, as is necessary, and for the purpose of allowing Licensee to furnish Cable Service, and/or Non-Cable Service as provided in this Agreement, in the Service Area by transmitting signals on cables attached to FPL Poles.

2.2 As of January 1, 1990, all existing and future Attachments by Licensee to an FPL pole shall be deemed to include Non-Cable Service as that term is defined in section 1.5 of this Agreement and Licensee shall be charged the higher Non-Cable rate for each existing and subsequent Pole Attachment. Provided, however, if Licensee submits to FPL a sworn statement of an officer of Licensee that Licensee is providing only Cable Service, Licensee shall be charged only the Cable Service Attachment rate. If Licensee submits to FPL a sworn statement by an officer of Licensee that Licensee is providing both Cable and Non-Cable Service and identifies by area and number those Poles containing Attachments for Non-Cable Service, Licensee shall be charged the higher Non-Cable rate only for those Poles so identified. For Attachments made after the date of this Agreement, Licensee shall indicate on the Permit Application by using Exhibit A or Exhibit A-1 whether the Attachment will include Non-Cable Service and the number of poles with Non-Cable Attachments. Licensee has the burden of proof as to whether its Attachments include Non-Cable Service.

2.3 If it is determined through final order of the FCC in a proceeding in which FPL is a party or of a federal appellate court binding on Florida or FPL or by the United States Supreme Court that pole attachment rates by a CATV company for Non-Cable Service are subject to the rate limitations of 47 U.S.C. §224, then the attachment rate charged for Non-Cable Service shall be adjusted to match the rate for Cable Service as of the effective date of such order. If, and only if, the final order has retro-active application and attachment for Non-

Cable Service were found to be authorized or legally required under FPL's pole attachment agreement, FPL shall refund or credit to the account of Licensee, at the option of Licensee, such sums as required by such final order.

2.4 If it is determined through such final order that the limitations of 47 U.S.C. §224 apply to Cable Service only as defined in the Cable Act or other specified types of services not within the definition of Cable Service as defined in the Cable Act, or as expressly permitted under this Agreement, and the order has retro-active application, the Licensee shall pay FPL for such unauthorized attachments from the date of such Attachment.

2.5 Licensee's Attachments shall not interfere with FPL's own service requirements, including considerations of economy and safety. All power supply cables and conduits emanating from the Pole to the Licensee's power supply will be owned, installed and maintained by FPL. The interfacing point between FPL's and Licensee's power supply cable will be at the sole discretion of FPL.

3. Application for Attachment

Before making Attachment to any FPL Pole, Licensee shall apply for and receive a permit, in the form of Exhibit A, attached hereto and made a part hereof, except that Licensee may attach service drops to FPL service Poles without advance application, provided that Licensee submits an application within 30 days after such Attachment and includes such Attachment in Licensee's monthly report of Attachments. Licensee shall attempt to keep FPL informed verbally, or by other accepted means, of areas in which service Pole Attachments are expected to be made. Also, once a month Licensee shall notify FPL of all Attachments made during the prior month, in the form of Exhibit B, hereto attached and made a part hereof.

4. Preparation of Poles for Attachment

Prior to applying for a permit, the Licensee shall inspect the FPL Poles to be attached to and, in the event that any FPL Pole is inadequate to support the additional facilities in accordance with the aforesaid

specifications, Licensee will indicate on the form attached as Exhibit A, that changes are necessary to provide adequate clearance (i.e., Make-Ready Work). An estimate of the cost of the Make-Ready Work will be sent to Licensee, and, if Licensee still desires to make the Attachments and returns the Exhibit marked to so indicate together with an advance payment to reimburse FPL for the entire estimated nonbetterment portion of the cost and expense of the Make-Ready Work, including the entire cost of the replacement Pole, sacrificed life value of Poles removed, cost of removal less any salvage recovery and the expense of transferring FPL's facilities from the old to the new Poles, FPL may replace such inadequate FPL Poles with suitable FPL Poles. When Licensee's desired Attachments can be accommodated on present FPL Poles by rearranging FPL's facilities, Licensee will compensate FPL in advance for the full estimated expense incurred in completing such rearrangements. Licensee shall also in advance reimburse the owner or owners of other facilities attached to said FPL Poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of FPL Poles (e.g., guying) required to accommodate the Attachments of Licensee shall be provided by and at the expense of Licensee and to the satisfaction of FPL. Licensee shall not be responsible for the costs of correcting pre-existing National Electric Safety Code (NESC) violations caused by other users, including FPL. The make-ready requirements for Licensee shall be determined after considering all corrections of pre-existing violations. Licensee shall not set intermediate Poles under or in close proximity to FPL's facilities. Licensee may, however, request FPL to set such intermediate FPL Poles as Licensee may desire, and FPL shall have the option to accept or reject such request consistent with good engineering practice. If such request is granted, Licensee shall reimburse FPL for the full cost of setting each FPL Pole. Drop or lift poles or Licensee-owned power supply poles, set by Licensee prior to the date of this Agreement, are not affected by this provision, provided that such Poles do not conflict with NESC, local ordinance or FPL service requirements. Licensee may set power supply service poles no higher than is required to meet NESC above grade requirements for electric service to Licensee's power supplies.

11/6/90

5. FPL's Right to Maintain and Operate its Poles and Facilities

FPL reserves to itself, its successors and assigns, the right to maintain the FPL Poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements, and in accordance with the National Electrical Safety Code, latest edition, or any applicable amendments, revisions, or subsequent editions to said Code and such specifications particularly applying to FPL. FPL shall not be liable to Licensee for any interruption to service of Licensee or for interference with the operation of the cables, wires and associated support hardware of Licensee arising in any manner out of the use of the FPL Poles by either Licensee or FPL.

6. Licensee's Authorization

6.1 Licensee shall submit to FPL evidence, satisfactory to FPL, of its authorization to erect and maintain its facilities within public streets, highways and other thoroughfares and shall secure any necessary permit, consent or certification from state, county or municipal authorities or from the owners of property to construct and maintain facilities for Cable Service at the locations of FPL Poles within the Service Area.

6.2 Licensee also shall obtain from local, state and federal governments and agencies all required permits and authorizations, including any required certification from the Florida Public Service Commission, prior to attaching to FPL Poles to provide Non-Cable Service.

6.3 Licensee shall release, indemnify, protect, defend and save harmless FPL, its parent, subsidiaries, affiliates and their respective officers, directors, agents and employees (FPL Entities) for Licensee's failure to obtain any such certification, permit or consent or any violation thereof whether or not caused in whole or part by FPL's negligence, including but not limited to costs, attorney's fees, relocation and other expenses. This indemnity is in addition to the indemnity in Section 12 herein.

7. Removal of Unauthorized Attachments

Upon notice that the use of an FPL Pole is forbidden or unauthorized by state, county, or municipal authorities or upon any final administrative or judicial decision that Licensee has no right to attach to any FPL Pole without consent of the property owner, the permit covering the use of such FPL Pole shall immediately terminate and Licensee, after notice from FPL and with prompt dispatch and using its best efforts, shall remove all of its cables, wires, and associated support hardware from the affected FPL Pole. The termination rights under Section 18 and 19 of this Agreement shall not be affected by this Section 7.

8. Installation and Maintenance

8.1 Licensee's Attachments

The Licensee, at its own expense, shall install and maintain its Attachments in safe condition and in thorough repair, both in a manner suitable to FPL and so that they will not conflict with the use of the Poles by FPL or by others or interfere with the working use of Facilities thereon or which may from time-to-time be placed thereon. The Licensee shall exercise special precautions to avoid damage to FPL Facilities and to attachments of others supported on FPL Poles and shall immediately report any damage to FPL and to any other owner of damaged Facilities or attachments.

8.2 Compliance with Safety Codes and Standards

8.2.1 The Licensee agrees to install, construct and maintain its Attachments in accordance with the requirements and specifications of the National Electric Safety Code, latest edition, or any applicable amendments, revisions, or subsequent editions of said Code as well as any additional requirements of FPL. This duty includes making adjustments to ensure compliance after facility modification by FPL, another joint user or Licensee.

8.2.2 Licensee agrees to warn its employees, agents, contractors, and invitees of the

fact that the electrical facilities and appurtenances installed or to be installed by FPL are of high voltage electricity and to inform such persons as to safety and precautionary measures which he or she must use when working on or near FPL Poles and other facilities.

8.2.3 It is further understood and agreed by the Licensee that the installation, construction and maintenance of Attachments within ten (10) feet of FPL's primary conductors (defined herein as all conductors with voltage potentials exceeding 750V) shall be subject to the approval of FPL within its sole and absolute discretion, for considerations of safety. Further, all installation work will be done in accordance with local rules, regulations, statutes and ordinances.

8.2.4 Licensee's equipment on each Pole shall not occupy more than one foot (1') of Pole space, except for existing power supplies. Licensee's one foot shall extend six inches (6") above and below Licensee's main cable Attachment Point. The main Attachment Point shall be located as specified in the schematic drawing included in Exhibit "A." Attachments predating this Agreement, and subsequent Attachments if approved by FPL, may continue to use more than twelve inches as a single attachment until such space is required by other pole users.

8.2.5 Multiple cable installations to a single strand, and lashing of additional cable(s) to an Attachment may be made if consistent with a wind-loading study, pursuant to Exhibit C, submitted by Licensee to FPL with a Permit Application or no less than 30 days prior to construction if such construction is made after the initial Attachment.

8.2.6 Licensee further agrees and understands that no Attachment will be permitted

which results in more than 200 lbs. of unguyed tension on any given Pole.

8.2.7 Each Attachment shall be subject to the pre-existing rights of all prior attachees to the Pole.

8.2.8 Licensee agrees to install and mark the cable in a manner consistent with Florida Utility Coordinating Committee adopted guidelines, so that it can be easily identified from the ground and from similar cables on the Pole. Attachments predating this Agreement shall be marked as they are routinely maintained.

8.3 FPL's Right of Inspection

8.3.1 FPL shall have the right to inspect each new installation of Licensee on FPL Poles and in the vicinity of FPL lines or appliances and to make surveys every five years or more often as plant conditions may warrant, of the entire system of Licensee on FPL's Poles. Such inspections or surveys made, or not, shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement. All direct and indirect cost associated with these inspections shall be paid by the Licensee, provided, however, that Licensee shall have the option of entering into a survey agreement for inventory of Pole number, ownership of pole, type of Pole, identification of parties attached to the Pole and number of Attachments per Pole with Licensee's contractor and FPL if such survey can be conducted at less cost to Licensee.

8.3.2 Upon receipt of notice of a clearance violation from FPL, Licensee shall correct the violation within 30 days, whether or not the violation was caused by FPL's construction after Licensee has obtained a permit for and installed its facilities on the FPL Poles, except that Licensee shall not be responsible for

correcting violations caused by FPL's use of more Pole space than necessary to meet FPL's distribution/construction standards. If Licensee fails to correct the violation within said period, then FPL shall have the right to correct the violation at Licensee's expense. In addition, Licensee shall pay for all Rearrangements of FPL facilities and of attachments of others, if necessary in order to correct such violation.

9. Rearrangement, Relocation and Transfer of Attachments

9.1 Rearrangement or Transfer at FPL's Discretion Upon Confirmation

Where Licensee and FPL have confirmed agreement to the following paragraphs 9.1.1 through 9.1.5 by separate letter or other written acknowledgement:

9.1.1 FPL or the FPL contractor may, at FPL's sole discretion, Rearrange or Transfer Licensee's system, or any part thereof, at the time that FPL relocates its Facilities or replaces existing Poles or installs an intermediate Pole within an existing jointly used Pole line. All such Rearrangement or Transfer shall be at the expense of Licensee.

9.1.2 Licensee shall train FPL crews or contractors on the methodology and techniques required to Rearrange, Relocate or Transfer Licensee's Attachments. This training shall be held prior to the commencement of the initial Rearrangement, Relocation, or Transfer work to be performed under this Agreement.

9.1.3 Licensee agrees to provide FPL, at no cost to FPL, all hardware, cable, material, and equipment required for the Rearrangement or Transfer of Licensee's system or part thereof.

11/6

9.1.4 Intermediate Poles

If FPL makes the initial Attachment of Licensee's cable to an intermediate Pole, then FPL will provide upon completion written notification to Licensee that a new Attachment has been made. Licensee will be responsible for providing the proper permit application, to initiate the recording and billing for said Attachment.

9.1.5 Licensee's Inspection and Approval

FPL shall promptly notify Licensee upon completion of any Licensee transfer work performed by FPL's crews or its authorized contractors. The Licensee shall have the right to inspect and shall have ten (10) working days from the date of notice of work completions to either approve the transfer or to notify FPL of any corrections required for approval. FPL shall have twenty (20) working days from the receipt of written notification to correct any unsatisfactory transfer work. FPL will consider any work performed under this Agreement approved and accepted if the ten (10) day period has expired without notification by Licensee of the required corrections.

9.2 Transfer by FPL After 30 Days Notice to Licensee

If FPL and Licensee have confirmed agreement as set forth in Section 9.1 above and FPL exercises its discretion not to relocate or transfer Licensee's system or if FPL and Licensee have not confirmed agreement as set forth in Section 9.1 above, then upon written notice to Licensee from FPL, Licensee shall Rearrange or Transfer its Attachments and supporting hardware. If Licensee fails to perform all necessary Rearrangement or Transfer work within the thirty (30) days after written notice, FPL at its option and at the sole expense of Licensee, may do whatever is necessary, including the hiring of a contractor, to make the necessary transfers of all existing Attachments to the new FPL pole so that

the replaced Pole can be removed within a reasonable time.

9.3 Rules and Regulations

All transfer work contemplated by this Agreement shall be in conformity with the recommendations and requirements of the applicable edition of the "National Electric Safety Code" or governmental authorities having jurisdiction to make requirements and shall be in conformance with all specifications of the latest CATV Attachment Agreement executed between FPL and Licensee.

9.4 Ground Clearances

FPL will transfer the Licensee's Attachments at the same ground clearances as established by the existing Attachments and will assume that the existing ground clearance is in compliance with the rules and regulations governing such matters. The Licensee agrees to and hereby accepts all responsibility, including cost, for and associated with correcting existing ground clearances.

9.5 Facility Clearances

Whenever work planned by FPL includes the transfer of Licensee Attachments with existing improper clearances between FPL and Licensee's facilities (as set forth in this Agreement) FPL will advise the Licensee prior to proceeding with the transfer, except that in the case of emergency Pole replacements, FPL will advise Licensee of such improper clearance within one (1) working day after the transfer. Such advisement or lack thereof shall in no way affect Licensee's obligation under the indemnity section.

9.6 Transfer Fee

Licensee shall pay FPL upon completion and acceptance of any Licensee transfer work performed by FPL or its contractors, an appropriate transfer fee as stated in Section 16. The transfer fee effective June 1, 19 94 until the following June shall be $ 50.00 per Pole including intermediate Poles, except for those Poles where Licensee has only a service cable attachment. FPL

will not charge Licensee a transfer fee for the transfer of Licensee's service cables.

For subsequent years, the transfer fee may be adjusted and will be based on all direct and indirect cost associated with performing said transfers. The transfer fee shall be independent of and in addition to the rental fee as established in the latest CATV Attachment Agreement that has been executed between FPL and the Licensee. Any increase in the transfer fee shall become effective on June 1 for that year. FPL shall notify the Licensee in writing of any change in transfer fee rate.

10. Licensee's Removal of its Attachments

Licensee may at any time remove its Attachments from any FPL Pole, but shall immediately give FPL written notice of such removal in the form of Exhibit B, hereto attached and made a part hereof. No refund of any rental will be due on account of such removal, nor proration made for less than one-half year.

11. Damage to Facilities on Pole

Licensee shall exercise special precautions to avoid damage to facilities of FPL and of others supported on the FPL Pole and shall make an immediate report to FPL and to the owners of the other facilities of damage to those facilities.

12. Indemnity

Licensee shall exercise its privileges hereunder at its own sole risk and shall release, indemnify, protect, defend and save harmless FPL, its parent, subsidiaries, affiliates and their respective officers, directors, agents and employees (FPL Entities) from and against any and all claims and demands whatsoever including court costs and attorney's fees by reason of damage to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused, in whole or in part, by Licensee's or FPL's negligence resulting in connection with or by the erection, maintenance, presence, use, transfer or removal of Attachments or the proximity of the respective cables, wires, apparatuses and appliances of the parties

hereto, or any act or omission of Licensee on or in the vicinity of FPL Poles or the Poles of any other person, firm or corporation on which FPL maintains attachments.

13. Insurance

13.1 Licensee shall procure prior to exercise of its rights under this Agreement and maintain through the terms of this Agreement the following insurance with insurance companies acceptable to FPL.

13.2 Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Workers' Act, the Federal Employers' Liability Act and the Jones Act. Employers' Liability Insurance shall be provided with a limit of five hundred thousand dollars ($500,000) per accident.

13.3 Comprehensive General Liability Insurance, including Broad Form Contractual Liability, with the following minimum limits of liability: Bodily Injury Liability and Property Damage Liability - one million dollars ($1,000,000) combined single limit and three million dollars ($3,000,000) occurrence aggregate.

13.4 Comprehensive Automobile Liability Insurance with the following limits of liability, which shall apply to all owned, non-owned, leased and hired automobiles used by Licensee in the performance of the Work: Bodily Injury Liability and Property Damage Liability - one million dollars ($1,000,000) combined single limit and three million dollars ($3,000,000) occurrence aggregate.

13.5 In the event that any policy furnished by Licensee provides for coverage on a "claims made" basis, the retroactive date of the policy shall be the same as the effective date of this Agreement. Furthermore, for all policies furnished on a "claims made basis," Licensee's providing of such coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort; if coverage is on an "occurrence" basis, such insurance shall be

maintained by Licensee during the entire term of this Agreement.

13.6 Licensee shall furnish completed Certificate of Insurance (FPL Form 1364) by each Company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this Agreement and that it will not cancel or change any policy of insurance issued to Licensee except after ten (10) days notice to FPL.

14. Security Bond

14.1 Licensee shall provide and maintain a five thousand dollar ($5,000) security bond in a form satisfactory to FPL or other financial security acceptable to FPL. The bond is for the purpose of protecting the ratepayers and shareholders against additional cost to FPL because of Licensee attaching to FPL poles. The bond will be used to guarantee the satisfactory performance of Licensee's contractual obligations. The bond may be used to pay for any unpaid balance owed by Licensee to FPL under the Agreement including but not limited to the following:

- Physical surveys.
- Any corrections, rearrangement, or removal expenses incurred by FPL which was caused by the CATV company's poor work performance.
- Any expenses associated with the removal of the CATV company's facilities if the Agreement is cancelled.
- Attachment, transfer fees and administrative fees.

14.2 The amount of the bond or financial security is not, and shall not operate as, a limitation of Licensee's obligations under this Agreement. Payment to FPL under the bond shall be in addition to FPL rights or remedies under this Agreement and shall not constitute a waiver thereof.

15. Rental Payments and Administrative Fee and Back Rent for Unpermitted Attachments

15.1 Licensee shall pay to FPL, for Attachments for Cable Service only a rental at the rate of

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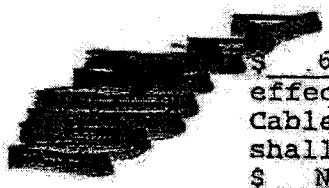

$ 6.49 per Pole per year, such rate effective on June 1, 19 94. For Attachments for Cable Service and/or Non-Cable Service, Licensee shall pay to FPL a rental at the rate of $ N/A per pole per year, such rate effective on N/A, 19___. Notwithstanding the foregoing, as of January 1, 1990 or the date of the Agreement, whichever is later, Licensee shall be charged the Non-Cable Service rate for each existing and subsequent Attachment, except as provided in Section 2.2 above.

15.2 On the first day of June each year thereafter that this Agreement remains in force and effect, the annual rental per Pole Attachment for Cable Service and for Non-Cable Service shall be adjusted in accordance with the most current Pole cost data compiled by FPL. Semiannual rental payments shall be advanced based upon the number of FPL Poles on which Attachments are being maintained on the first day of December and the first day of June, respectively. The payment of rental hereunder shall include such pro rata amount as may be due for the increased Attachments or change in use to FPL Poles since the previous billing date. An Attachment or change in use of Attachment to any FPL Pole without notification of Attachment or change in use or FPL's authorization shall be deemed to have been made on the effective date of this Agreement or the date of the last survey, whichever is later. FPL's acceptance of payment for unauthorized Attachments shall not constitute a waiver of any other rights or remedies under this Agreement or at law.

15.3 Licensee shall pay FPL a fifty dollar ($50.00) Administrative Fee and, in addition, back rental to the date of the last physical survey for any Attachment to FPL Poles made without FPL's authorization. Provided, however, for such Attachments detected in a physical survey, Licensee's obligation to pay the Administrative Fee and back rental shall apply only to those Attachments which were not authorized by FPL and which exceed three percent (3%) of Licensee's permits within the area being surveyed. In addition, if Licensee has entered into a CATV Attachment Agreement with FPL prior to the date of

this Agreement, Licensee shall survey its existing Attachments and permits and within six months after the date of this Agreement and shall provide FPL with applications for permits for all such Attachments not previously authorized by FPL. FPL shall not charge Licensee the Administrative Fee or back rental for such subsequently permitted Attachments. FPL's acceptance of the Administrative Fee or back rent, or consent to waive such payment in the two situations set forth above, shall not constitute a waiver of any of FPL's other rights or remedies under this Agreement.

16. Payment of Bills or Invoices

Bills for inspections, surveys, expenses and other charges under this Agreement, except those advance payments specifically covered herein, shall be payable within thirty (30) days after presentation. Non-payment of bills shall constitute a default going to the essence of this Agreement and shall entitle FPL to immediately cancel this Agreement, at the option of FPL.

17. Default

If Licensee shall fail to comply with any of the provisions of this Agreement, or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from FPL to correct such default or non-compliance, FPL may, at its option, forthwith terminate this Agreement pursuant to Section 18 or cancel the permit covering the Poles as to which such default or noncompliance shall have occurred. FPL shall also have the right, at its option, to allow the Agreement to remain in effect but to deny any application for new Attachments until Licensee has cured its default or non-compliance. All remedies afforded in this Agreement shall be in addition to any other remedy provided herein or by law.

18. Term

The term of this Agreement shall be indefinite commencing on the effective date of this Agreement, as set forth above if not terminated under the terms of this Section. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other party. Upon termination of the Agreement in accordance

with any of its terms, Licensee shall use its best efforts to remove as quickly as possible its cables, wires, and associated support hardware from all of FPL Poles. Following such removal a proportionate refund of all prepaid rentals shall be made only for those facilities removed. If not so removed, FPL shall have the right to remove them at the cost and expense of Licensee and without any liability therefor.

19. Automatic Termination

Notwithstanding the provisions of any other section herein, this Agreement shall automatically terminate one year after the date hereof in the event that Licensee has no existing permitted Attachments as of the date hereof and shall fail to apply for a permit within such year. In addition, individual permits issued under this Agreement may automatically expire as provided in Exhibit A and A-1.

20. No Property Rights

No use, however extended, of FPL Poles, under this Agreement, shall create or vest in Licensee any ownership or property rights in the FPL Poles, but Licensee's rights shall be and remain a mere license. This Agreement shall not be construed to compel FPL to maintain any of such FPL Poles for a period longer than demanded by its own service requirements. FPL reserves the right to deny the licensing of any FPL Poles to the Licensee for any reason whatsoever (within the sole discretion of FPL's Director of Distribution Engineering or Power System Engineering).

21. Non-Assignability

Licensee shall not assign, transfer or sublet in whole or part the privileges hereby granted or permit any other person to use or lash to Licensee's cables or wires which are attached to the FPL Poles for any purpose other than allowing Licensee to furnish Cable Service and/or Non-Cable Service in the Service Area and Licensee shall not assign, transfer or sublet for such purpose without the prior written consent of FPL. FPL may in its sole and absolute discretion give consent or withhold consent.

The acceptance by FPL of attachment or other fees from any other person shall not be deemed to be a waiver of any provision of this Agreement or to be a consent to

assignment or subletting by Licensee. If FPL, in its sole discretion consents to assignment, Licensee shall pay to FPL, FPL's administrative costs, overhead and fees of counsel in connection with such assignment or subletting a minimum of one hundred dollars ($100.00).

22. Non-Exclusivity

Nothing herein contained shall be construed to confer on Licensee an exclusive right to make Attachments to FPL Poles in the area covered by this Agreement and any supplement thereto, and it is expressly understood that FPL has the unconditional right to permit any other person, firm or corporation to make attachments to the same FPL Poles in that area covered in this Agreement and supplements thereto.

23. Notices

All notices or other communications to either party by the other required under this Agreement shall be made in writing and addressed as follows:

To Licensee: [redacted]

With Copies to: [redacted]

To FPL: Florida Power & Light Company
Attn: [redacted]

With Copies to: [redacted]

24. Successors and Assigns

Subject to the provisions of Section 21 hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

25. Non-Waiver

Failure 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, nor shall either party be estopped to enforce or to seek relief from a prior breach.

26. Heading not Controlling

Headings used in this Agreement are for reference purposes only and shall not be deemed part of this Agreement.

27. Complete Agreement

This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes all prior Agreements, both oral and written, representations, statements, negotiations and undertakings by and between the parties. Notwithstanding the foregoing, any pole attachment transfer agreements between FPL and Licensee shall not be superseded by this Agreement.

28. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force

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and effect and such invalid, illegal or unenforceable term or provision shall be deemed not to be a part of this Agreement.

Licensee: [redacted]

Witnesses:

_____

_____

[redacted]
Signature

Name (Print)

[redacted]
Title
(Officer/General Partner)

Attest: [redacted]
CATV Corporate Seal)

Witnesses:

_____

_____

FLORIDA POWER & LIGHT COMPANY

[redacted]
President

Attest: _____
Secretary
(FPL Corporate Seal)

AMENDMENT TO CATV ATTACHMENT AGREEMENT

THIS AMENDMENT is attached to and made part of the CATV Attachment Agreement between Florida Power & Light Company ("FPL") and [redacted] ("Licensee") and FPL and Licensee agree that the attached CATV Attachment Agreement is hereby modified as follows:

*Paragon Communications DBA Paragon Cable, a general partnership

1. For purposes of the CATV Attachment Agreement and consistent with holding of the court in Texas Utilities Electric company v. Federal Communications Commission, 997 F.2d 925 (D.C. Cir. 1993), Licensee shall be charged the attachment rate for Cable Service even though an attachment may include Non-Cable Service as well as Cable Service.

2. Paragraphs 2.2 and 2.3 of the CATV Attachment Agreement are deleted.

3. If there is any conflict between the terms of the CATV Attachment Agreement and this Amendment, the terms of this Amendment shall control. All non-conflicting provisions of the attached Catv Attachment Agreement are ratified and confirmed.

4. IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

LICENSEE: [redacted]

[redacted] President

Print Name: [redacted]

Date: _____

FLORIDA POWER & LIGHT COMPANY

[redacted]

PUBLIC VERSION

Reply Exhibit 2

PUBLIC VERSION

#45

AGREEMENT

THIS AGREEMENT, made September 1, 19 84, between FLORIDA POWER & LIGHT COMPANY, a Florida corporation, hereinafter called Licensor, party of the first part, and [redacted], a corporation organized and doing business under the laws of the State of Florida, hereinafter called Licensee, party of the second part,

WITNESSETH

WHEREAS, Licensee proposes to furnish television distribution service in [redacted]

and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served and desires to attach such cables, wires and appliances to poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appliances to its existing poles where, in its judgment, such use will not interfere with its own service requirements, including consideration of economy and safety.

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

1. Before making attachment to any pole of Licensor, Licensee shall make application and receive a permit therefor in the form of Exhibit A, hereto attached and made a part hereof. Also, Licensee shall notify Licensor of all attachments made on a monthly basis in the form of Exhibit C, hereto attached and made a part hereof.

2. Licensee, shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to Licensor and so that they will not conflict with the use of said poles by Licensor or by others using said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. Licensee shall forthwith, at its own expense, within thirty (30) days after notice from Licensor, remove, relocate, replace or renew its facilities placed on any pole or pole line, or transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that after giving thirty (30) days notice, or without notice in cases of emergency, Licensor may arrange to relocate, replace or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of

said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and the Licensee shall, on demand, reimburse Licensor for the expense thereby incurred. Nothing in this paragraph is to relieve Licensee of maintaining adequate work forces readily at hand to promptly repair, service and maintain Licensee's facilities where such condition is hindering Licensor's operations.

3. Licensee's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, latest edition, or any applicable amendments, revisions, or subsequent editions of said code as well as any additional requirements of the Licensor.

4. Prior to making an application for a permit, the Licensee shall be required to inspect the poles to be attached to and, in the event that any pole or poles of Licensor to which Licensee desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, Licensee will indicate on Exhibit A-1, hereto attached and made a part hereof, that changes are necessary (i.e. make ready work) to provide adequate clearance. The estimated cost thereof will be returned to Licensee, and, if Licensee still desires to make the attachments and returns the Exhibit marked to so indicate together with an advance payment to reimburse Licensor for the entire estimated nonbetterment portion of the cost and expense thereof, including the increased cost of larger poles, sacrificed life value of poles removed, cost of removal less any salvage recovery and the expense of transferring Licensor's facilities from the old to the new poles, Licensor may replace such inadequate poles with suitable poles. When Licensee's desired attachments can be accommodated on present poles of Licensor by rearranging Licensor's facilities thereon, Licensee will compensate Licensor in advance for the full estimated expense incurred in completing such rearrangements. Licensee will also in advance reimburse the Owner or Owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of poles (e.g. guying) required to accommodate the attachments of Licensee shall be provided by and at the expense of Licensee and to the satisfaction of Licensor. Licensee shall not set intermediate poles under or in close proximity to Licensor's facilities. Licensee may, however, request Licensor to set such intermediate poles as Licensee may desire, and Licensor shall have the option to accept or reject such request. If such request is granted, Licensee shall reimburse Licensor for the full cost of setting such pole or poles.

5. Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements, and in accordance with the National Electrical Safety Code, latest edition, or any applicable amendments, revisions, or subsequent editions to said code and such specifications particularly applying to Licensor hereinbefore referred to. Licensor shall not be liable to Licensee for any interruption to service of Licensee or for interference with the operation of the cables, wires and appliances of Licensee arising in any manner out of the use of Licensor's poles by either Licensee or Licensor.

6. Licensee shall submit to Licensor evidence, satisfactory to Licensor, of authority to erect and maintain its facilities within public streets, highways and other thoroughfares and shall secure any necessary consent from state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of Licensor which it desires to use.

7. Licensor, because of the importance of its service, reserves the right to inspect each new installation of Licensee on its poles and in the vicinity of its lines or appliances and to make surveys every three years or oftener as plant conditions may warrant, of the entire plant of Licensee. Such inspections or surveys made, or not, shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement. The cost associated with these inspections will be paid by Licensee as stated in paragraph 13.

8. Licensee shall exercise special precautions to avoid damage to facilities of Licensor and of others supported on said pole and shall make an immediate report to Licensor of the occurrence of any damage.

9. Licensee shall release, indemnify, protect and save harmless Licensor from and against any and all claims and demands for damages to property and injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused, in whole or in part, by Licensee's or Licensor's negligence resulting in connection with or by the erection, maintenance, presence, use or removal of said attachments or the proximity of the respective cables, wires, apparatus and appliances of the parties hereto, or any act or omission of Licensee on or in the vicinity of Licensor's poles or the poles of any other person, firm or corporation on which Licensor maintains attachments. Licensee shall carry Comprehensive General Automobile Liability Insurance and Comprehensive General Liability Insurance, including Broad Form Contractual Liability, to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to damage to property shall be Three Hundred Thousand Dollars ($300,000) as to any one occurrence, and against liability due to injury to or death of persons One Million Dollars ($1,000,000) as to any one person and Three Million Dollars ($3,000,000) as to any one occurrence. Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Laws in effect that may be applicable to it. All insurance required shall remain in force for the entire life of this Agreement and the company or companies issuing such insurance shall be approved by Licensor. Licensee shall furnish completed Certificate of Insurance (Licensor Form 1364) by each Company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this Agreement and that it will not cancel or change any policy of insurance issued to Licensee except after ten (10) days notice to Licensor.

10. Licensee may at any time remove its attachments from any pole or poles of Licensor, but shall immediately give Licensor written notice of such removal in the form of Exhibit B, hereto attached and made a part hereof. No refund of any rental will be due on account of such removal, nor proration made for less than one-half year.

11. Upon notice from Licensor to Licensee that the use of any pole or poles is forbidden by state, county, or municipal authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of Licensee shall be removed at once from the affected pole or poles.

12. If Licensee shall fail to comply with any of the provisions of this Agreement, including the requirements and specifications hereinbefore referred to, or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or non-compliance, Licensor may, at its option, forthwith terminate this Agreement or the permit covering the poles as to which such default or non-compliance shall have occurred. In case of such termination a proportionate refund of all prepaid rentals shall be made.

13. Bills for inspections, surveys, expenses and other charges under this Agreement, except those advance payments specifically covered herein, shall be payable within thirty (30) days after presentation. Non-payment of bills shall constitute a default going to the essence of this Agreement and shall entitle Licensor to immediately cancel this Agreement, at the option of the Licensor.

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

15. Nothing herein contained shall be construed to confer on Licensee an exclusive right to make attachments to Licensor's poles in the area covered by this Agreement and any supplement thereto, and it is expressly understood that Licensor has the unconditional right to permit any other person, firm or corporation to make attachments to the same poles in that area covered in this Agreement and supplements thereto.

16. Licensee shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Licensor.

17. No use, however extended, of Licensor's poles, under this Agreement, shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to maintain any of said poles for a period longer than demanded by its own service requirements. The Licensor reserves the right to deny the licensing of any poles to the Licensee for any reason whatsoever (within the sole discretion of the Licensor).

18. The term of this Agreement shall end on August 31, 1987, and commence on the effective date of this Agreement, which shall be September 1, 1984, and if not terminated in accordance with the provisions of Section 13 shall be extended automatically for additional one (1) year terms at Licensor's option except that either party may terminate the Agreement by having given the other party 30 days written notice. Upon termination of the Agreement in accordance with any of its terms, Licensee shall immediately remove its cables, wires and appliances from all poles of Licensor. If not so removed, Licensor shall have the right to remove them at the cost and expense of Licensee and without any liability therefor.

19. Subject to the provisions of Section 17 hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

20. Notwithstanding the provisions of Paragraph 19 of this Agreement, it shall be automatically terminated one year after the date hereof in the event that Licensee shall fail to commence making cable attachments on that date.

21. In consideration of the mutual promises contained herein, Licensee does hereby waive forever any and all claims against the Licensor arising from or out of any transactions or undertakings between them prior to the effective date of this Agreement.

22. Licensee shall pay to Licensor, for attachments made to poles under this Agreement a rental at the rate of $2.29 per pole commencing on November 29, 1983, through and including November 30, 1987. On December 1, 1987, the rate shall be adjusted to reflect a rate calculated on the latest pole cost data compiled to Licensor.

rate shall remain in effect until June 1, 1988, at which time it shall be adjusted in rdance with the most recent pole cost data compiled by Licensor, and such stments shall be made on June 1, each year thereafter that this Agreement remains in ct. Semiannual rental payments shall be made in advance based upon the number of on which attachments are being maintained on the first day of December and the day of June, respectively. The payment of rental hereunder shall include such ita amount as may be due for the increased attachments to poles since the next ious billing date. An attachment to any pole of Licensor without application for a it shall, at the discretion of Licensor, be deemed to have been made on the effective of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

[redacted]

FLORIDA POWER & LIGHT COMPANY

By [redacted]

Attest [redacted]

(FPL Corporate Seal)

[redacted]

By [redacted] Vice President

Attest [redacted] Secretary

(CATV Corporate Seal)

[redacted] APPROVED

1984

2/3/84

AMENDATORY AGREEMENT

TO THE AGREEMENT, made 1st day of September 19 84, between FLORIDA POWER & LIGHT COMPANY, a Florida Corporation, hereinafter called Licensor, party of the first part, and [redacted], a [redacted] organized and doing business under the laws of Florida, hereinafter called Licensee, party of the second part.

W I T N E S S E T H

WHEREAS, Licensee proposes to furnish television distribution service within the area described below:

[redacted]

This instrument is being executed only to add the aforementioned [redacted] area and all paragraphs of the original Agreement shall apply.

"IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 31 day of March, 19 87."

WITNESSES:

[redacted]

FLORIDA POW[redacted]IGHT COMPANY

By [redacted]

Vice President

Atte[redacted]

[redacted] President and Assistant Secretar[redacted]

PUBLIC VERSION

Reply Exhibit 3

ATTACHMENT AGREEMENT
BETWEEN
(CORPORATION)
AND
FLORIDA POWER & LIGHT COMPANY

TABLE OF CONTENTS

ARTICLE I - DEFINITIONS 1
1.1 Attachment 1
1.2 Facility or Facilities 1
1.3 Intermediate Pole Attachment 1
1.4 Make-Ready Work 1
1.5 Rearrangement 2
1.6 System 2
1.7 Transfer 2

ARTICLE II - RIGHT TO ATTACH 2
2.1 Permission to Attach. 2
2.2 Inspection 3
2.3 Florida Power & Light Company Permit 3

ARTICLE III - ATTACHMENT AND MAINTENANCE 3
3.1 Licensee's Attachments 3
3.2 Licensee's Duty to Warn. 3
3.3 Licensee's Permits 3
3.4 Standards 3
3.5 Rearrangement, Transfer and Intermediate Pole Attachment of License's System 4
3.6 FPL Inspection 5

ARTICLE IV - MAKE-READY COSTS, LICENSE AND TRANSFER FEES, AND BILLING 5
4.1 Make-Ready Costs for New Attachments 5
4.2 Attachment Fees 6
4.3 Transfer and Intermediate Pole Attachment Fees . . 7
4.4 Rearrangement Cost. 7
4.5 Billing 8
4.6 Payment and Late Charges. 8
4.7 Effect of Non-Payment. 8

ARTICLE V - REMOVAL 8
5.1 Notice 8
5.2 Unauthorized Attachment 9
5.3 Licensee's Expense. 9
5.4 Abandonment 9

ARTICLE VI - RESERVATION OF RIGHTS, LIMITATION OF LIABILITY AND INSURANCE 9
6.1 Reservation of Rights and Release by the Licensee . 9
6.2 Indemnification of FPL 10
6.3 Insurance. 10
6.4 Contractor Indemnification. 11
6.5 Contractor Insurance. 12

ARTICLE VII - MISCELLANEOUS PROVISIONS 12
7.1 Breach 12
7.2 Non-waiver. 12

TABLE OF CONTENTS (CONTINUED)

7.3 Term. 13
7.4 Non-exclusive Right. 13
7.5 No Property Right. 13
7.6 Assignment. 13
7.7 Successors and Assigns. 13
7.8 Notice under this Agreement. 13
7.9 Validity 14

ATTACHMENT AGREEMENT
BETWEEN
(CORPORATION)
AND
FLORIDA POWER & LIGHT COMPANY

THIS AGREEMENT, made this 22ND day of SEPTEMBER, 1994, between [redacted], a [redacted] corporation (hereinafter referred to as "Licensee") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of Florida with its principal place of business in Dade and Palm Beach Counties, Florida (hereinafter referred to as "FPL").

W I T N E S S E T H:

WHEREAS the Licensee desires to attach cables, wires and appliances to poles belonging to FPL, for the construction, operation, and maintenance of a TELECOMMUNICATIONS system (hereinafter referred to as "System"), and

WHEREAS FPL is willing to permit, to the extent it may lawfully do so, the attachment of said System to its existing poles where, in its judgment, such use will not interfere with FPL's own system integrity or service requirements, including considerations of economy and safety,

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

ARTICLE I - DEFINITIONS

1.1 Attachment is the physical attachment of the cable and any supporting hardware or devices required to attach Licensee's System to FPL poles.

1.2 Facility or Facilities is equipment used by FPL in the transmission and/or distribution of electric power, including, but not limited to, manholes, conduits, poles, wires, cables, substations, system protection equipment or other appurtenances, and associated equipment.

1.3 Intermediate Pole Attachment is the initial Attachment of Licensee's System to a new intermediate pole installed by FPL within an existing pole line in order to accommodate the service requirements of FPL or other Joint Users.

1.4 Make-Ready Work is the work associated with the Rearrangement of FPL Facilities and the facilities of other licensees or licensees attached pursuant to a joint use agreement

(hereinafter "Joint Users") to the FPL pole that is required for the initial attachment of the System on the FPL pole or pole line in compliance with the National Electrical Safety Code ("NESC") and additional requirements of FPL. This work includes but is not limited to pole inspections, engineering and drafting time, permits and construction.

1.5 Rearrangement is any activity or work, after the initial Make-Ready Work, which is necessary when there is a change in the FPL Facilities or FPL service requirements or to ensure that Licensee's Attachments do not adversely affect FPL's Facilities or service or that of Joint Users. "Rearrangement" includes but is not limited to transfer, relocation, adjustment, conversion, permanent or temporary support, protection, design or redesign, abandonment, and removal or reconstruction of Licensee's System.

1.6 System shall consist of the cable, hardware and supporting devices required by the Licensee to attach to FPL poles as specified in Article II.2.1 and any part thereof.

1.7 Transfer is one activity included within the term Rearrangement and is associated only with pole replacements. Transfer is limited to the work of removing the Licensee's System from the FPL pole and re-attaching the System to a replacement FPL pole within the existing FPL pole alignment at the same time that FPL transfers or relocates FPL Facilities from one FPL pole to another FPL pole.

ARTICLE II - RIGHT TO ATTACH

2.1 Permission to Attach.

a. Pole. The Licensee may attach its System only to existing or future FPL poles on which distribution or distribution/transmission Facilities have been installed. The Licensee may not attach its System to FPL poles which are used solely for transmission or street lighting purposes.

b. Tension Limit. No Attachment will be permitted which results in more than 200 lbs. of unguyed tension on any given FPL Pole.

c. Pole Height Limit. No Attachment will be permitted which requires FPL to install a new pole over forty five feet (45') and FPL will not perform Make-Up Ready Work for the purpose of installing such a pole. Provided however, Licensee may apply for a permit to attach to an FPL pole, as provided in Article II.2.1 above, which is over forty five feet (45') in height if such pole was installed to meet FPL's own service requirements.

2.2 Inspection. Prior to applying for permission to attach to any FPL pole, the Licensee shall inspect the pole(s) to which it wishes to attach and shall prepare a windloading study and calculations according to FPL requirements. If any pole or poles of FPL must be reworked or are inadequate to support the additional facilities in accordance with the specifications in Article III below, the Licensee will request Make-Ready Work by indicating the necessary changes on Exhibit A.

2.3 Florida Power & Light Company Permit. After inspection and prior to attaching to any pole of FPL, the Licensee shall apply for and receive a written permit in the form of Exhibit B. The Licensee shall attach its windloading calculations to its permit application. FPL may deny a permit for Attachment when in the sole judgment of FPL such attachment will interfere with FPL's system integrity or service requirements, including economic and safety requirements. No Attachments shall be permitted except as provided in Article II.2.1.

ARTICLE III - ATTACHMENT AND MAINTENANCE

3.1 Licensee's Attachments. The Licensee, at its own expense, shall make and maintain its Attachments in safe condition and in thorough repair, both in a manner suitable to FPL and so that the Attachments do not conflict with the use of the poles by FPL, Joint Users or other licensees or interfere with the working use of facilities thereon or which may from time-to-time be placed thereon by FPL or Joint Users. The Licensee shall exercise special precautions to avoid damage to Facilities of FPL and to attachments of others supported on the FPL poles and shall immediately report any damage to FPL and to any other owners of damaged facilities or attachments.

3.2 Licensee's Duty to Warn. Licensee agrees to warn its employees, agents, contractors, and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by FPL are of high voltage electricity and to inform such persons as to safety and precautionary measures which he or she must use when working on or near FPL Poles and other facilities.

3.3 Licensee's Permits. The Licensee, at its own expense, shall obtain all necessary permits or authorization from local, state and federal agencies or property owners.

3.4 Standards.

a. NESC and FPL Requirements. The Licensee agrees to install, construct and maintain its Attachments with its own licensed electrician or by an approved licensed electrical contractor paid under a contract executed by the Licensee all in accordance with the requirements and

specifications of the National Electrical Safety Code, latest edition, or any applicable amendments, revisions, or subsequent editions of said NESC as well as any additional construction requirements of FPL.

b. Usable Space. The Licensee agrees and understands that the installation, construction and maintenance of Attachments within fifteen feet (15') of FPL's primary conductors (defined herein as all conductors with voltage potentials exceeding 750V) shall be subject to the approval of FPL within its sole and absolute discretion. The Licensee's Attachment of cable on each pole shall be restricted to one foot (1') of pole space. This space allocation shall be located one foot (1') above the highest joint user or existing third party cable attachment. The one foot (1') space allocation shall extend six inches (6") above and below the Licensee's main cable attachment point. A schematic drawing is included in Exhibit A.

c. Other Requirements. In addition, all installation work will be done in accordance with local rules, regulations, statutes and ordinances. All Attachments shall conform to requirements of and be subject to rights under any other joint use or attachment agreements now in effect between FPL and other pole users. The Licensee shall insure compliance with clearances from facilities of all other licensees attached to the FPL pole and obtain consent from such users, as necessary.

d. Marking of Cable. The Licensee agrees to install or mark the cable in a manner acceptable to FPL and consistent with guidelines adopted by the Florida Utility Coordinating Committee, so that it can be easily identified from the ground and from other similar cables on the pole.

3.5 Rearrangement, Transfer and Intermediate Pole Attachment of License's System.

a. Rearrangement, Transfers, or Intermediate Pole Attachment by FPL. Rearrangement, Transfer or Intermediate Pole Attachment of the System, or any part thereof, may be performed by FPL or its contractor when and at the time that FPL relocates its Facilities, replaces an existing pole or installs an intermediate pole within an existing pole line used by the Licensee. All such work shall be at the sole discretion of FPL and based on NESC and additional requirements of FPL. All hardware, cable, material and equipment required for the Rearrangement or Transfer of the System, or part thereof, shall be

provided by the Licensee. The Rearrangement shall be at the expense of the Licensee as stated in Article IV.

b. Rearrangement or Transfer by Licensee. If FPL decides not to rearrange or Transfer the System, then the Licensee, subject to Article IV, at its own expense and within thirty (30) working days after notice from FPL, shall rearrange or remove its System placed on any pole or pole line, transfer it to substituted poles, relocate it, or perform any other work in connection with Licensee's System that may be required by FPL.

c. Failure of Licensee to Rearrange or Transfer; Emergency Situations. Provided, however, that after thirty (30) days notice from FPL, if Licensee fails to rearrange or Transfer the System, or at any time without notice in cases of emergency, FPL may rearrange the System, Transfer it to substituted poles, relocate it or perform any other work in connection with Licensee's System that may be required in the maintenance, replacement, removal or relocation of FPL poles, the Facilities or attachments thereon or which may be placed thereon, or for the service needs of FPL, and the Licensee shall, on demand, reimburse FPL for the expense thereby incurred. Nothing in this paragraph shall relieve the Licensee from maintaining adequate work forces readily at hand to handle the Rearrangement, repair, service and maintenance of the System where the condition of the System is hindering FPL's operations..

3.6 FPL Inspection. FPL reserves the right to inspect each new installation of the Licensee on FPL poles and in the vicinity of its lines or appliances and to make surveys every five (5) years, or more frequently as conditions warrant, of the entire System on FPL's poles. Such inspections or surveys made, or not, shall not relieve the Licensee of any responsibility, obligation or liability assumed under this Agreement. All direct and overhead costs associated with these inspections shall be paid by the Licensee as stated in Article IV. [See Appendix I attached hereto for types of overhead costs.] In addition, if any violations are found, the Licensee shall make all corrections at the Licensee's expense, including Rearrangement of Facilities and of attachments of others.

ARTICLE IV - MAKE-READY COSTS, LICENSE AND TRANSFER FEES, AND BILLING

4.1 Make-Ready Costs for New Attachments.

a. Estimate for Make-Ready Work. If the Licensee has indicated that Make-Ready Work is necessary to accommodate the System on any FPL pole, FPL or FPL's

contractor will provide the Licensee with an estimate of the cost of the Make-Ready Work. The estimate shall include the increased cost of larger or stronger poles, remaining life value of poles removed, cost of removal less any salvage recovery and the expense of transferring FPL's Facilities from the old to the new poles and overhead costs, less any credit for betterment. If the Licensee still desires to make the Attachments, it shall return Exhibit A marked to so indicate, together with an advance payment for the entire estimated cost of the Make-Ready Work.

b. Reimbursement for Make-Ready Work. When the Licensee's Attachments can be accommodated on existing poles of FPL by rearranging FPL's Facilities or attachments of others thereon, the Licensee will compensate FPL and other Licensees, attachees, or Joint Users, if any, for the full expense incurred in completing such Make-Ready or Rearrangements, as provided in Article IV.4.5 below.

c. Additional Support. Any strengthening of poles (e.g., guying) required to accommodate the Licensee's Attachments shall be provided by and at the expense of the Licensee and to the satisfaction of FPL. The Licensee shall not set intermediate poles under or in close proximity to FPL's Facilities. The Licensee, however, may request FPL to set such intermediate poles as the Licensee may desire, and FPL shall have the option to accept or reject such request. If such request is granted, the Licensee shall reimburse FPL for all direct and overhead costs associated with installing and attaching to such pole or poles.

4.2 Attachment Fees.

a. Annual Attachment Fee. Licensee shall pay FPL an annual Attachment fee of $22.75 per pole per year, such rate effective on January 1, 1995. The annual rate shall apply to all Attachments existing as of the effective date of that rate, regardless of the date of Attachment.

b. Fee Adjustment. On the first day of January each year thereafter that this Agreement is in effect, the annual fee shall be adjusted in accordance with the most current pole cost data compiled by FPL. FPL shall bill annually for the total number of Attachments. Payment shall be made within forty (40) days of the date of invoice and under the terms and conditions provided in Article IV.4.6.

c. Unauthorized Attachments. An Attachment to a FPL pole without notification of Attachment or FPL's authorization

shall be deemed to have been made on the effective date of this Agreement or the date of the last survey, whichever is later. If the unauthorized Attachment is identified by survey, the "last survey" shall mean the survey immediately prior to the survey which identified the unauthorized Attachment. FPL's acceptance of payment for unauthorized Attachments shall not constitute a waiver of any other rights or remedies under this Agreement or at law.

d. Administration Fee. Licensee shall pay FPL a fifty dollar ($50.00) Administrative Fee and, in addition, back license fees to the date of the last physical survey for any Attachment to FPL poles made without FPL's authorization. FPL's acceptance of the Administrative Fee or back fees or consent to waive such payment shall not constitute a waiver of any of FPL's other rights or remedies under this Agreement.

4.3 Transfer and Intermediate Pole Attachment Fees.

a. Fee. Upon completion of the Transfer or Intermediate Pole Attachment, the Licensee shall pay FPL a fee for each Attachment of Licensee made by FPL or its contractors. The fee for such work performed in the 1995 calendar year shall be $50.00 per pole.

b. Change in Fee. For subsequent years, the Transfer or Intermediate Pole Attachment fee will be adjusted to reflect any change in all direct and overhead costs of FPL associated with performing such work. FPL shall notify the Licensee in writing of any change in the fee for subsequent years.

4.4 Rearrangement Cost.

a. Licensee's Cost. If FPL rearranges or relocates its pole or pole line or changes the existing pole line alignment and as a consequence thereof rearranges or relocates all or part of the Licensee's System to FPL's relocated pole line, the fee for Transfer does not apply and the Licensee shall pay the entire actual cost of such Rearrangement of the Licensee's System. Payment for Rearrangement work will be made by the Licensee as stated in Articles IV.4.5 and 4.6 below.

b. Licensee's Option to Purchase. If however, FPL gives the Licensee thirty (30) days written notice of its intent to abandon a pole line containing poles with Attachments of the Licensee, and if only the Licensee's Attachments remain on the pole and if the Licensee has obtained all necessary permits or easements from the fee

owner, the Licensee shall have the option to purchase the FPL pole from FPL.

4.5 Billing.

a. Make-Ready Work and Rearrangement Work. Upon completion of all required work by FPL or other attachees, the Licensee shall reimburse FPL or other attachees for the actual and indirect cost incurred in transferring, rearranging or relocating said Facilities or Attachments of the Licensee or attachments of others. Payment shall be made within thirty-five (35) days of the date of invoice and under the terms and conditions provided in Article IV.4.5, below.

b. Transfer or Intermediate Pole Work. Upon completion of the Transfer or Intermediate Pole Attachment work by FPL, FPL shall present Licensee with an invoice for $50 times the number of Attachments. Upon completion of the Rearrangement, FPL shall furnish the Licensee with a final and complete billing of all costs incurred in the Rearrangement.

c. Inspecting, etc. In addition, to the above changes, FPL shall bill the Licensee for actual costs incurred for inspections, surveys, expenses and other charges (excluding Attachment fees) under this Agreement, as incurred. Payment shall be made within thirty-five (35) days of the date of invoice and under the terms and conditions provided in Article IV.4.6, below.

4.6 Payment and Late Charges. The Licensee shall have twenty (20) days from the date of any invoice to object to same. Failure to provide FPL with written notice to the contrary within twenty (20) days shall constitute approval by the Licensee of the statement or invoice against which payment must be remitted in full to FPL within thirty-five (35) days of the date thereof. If payment is not mailed within thirty-five (35) days of the date of the statement or invoice, then a late payment charge shall be assessed in the amount of one (1) percent of the amount due per month calculated on a daily basis or the highest amount then permitted by Florida law.

4.7 Effect of Non-Payment. Non-payment of any invoice after ten (10) days notice of non-payment to Licensee by FPL shall constitute a default going to the essence of this Agreement and shall entitle FPL to cancel this Agreement.

ARTICLE V - REMOVAL

5.1 Notice. The Licensee, after prior written notice to FPL, may remove its Attachments from any pole or poles of FPL and shall

give FPL written notice, in the form of Exhibit C, of actual removal within fifteen (15) working days after removal. Licensee shall exercise care and take precautions to avoid damage to the FPL Facilities and to the attachments of others and shall immediately report any damage to FPL and to the owners of the damaged facilities.

5.2 Unauthorized Attachment. Upon notice that the use of an FPL pole is forbidden or unauthorized by state, county, or municipal authorities or upon any final administrative or judicial decision that Licensee has no right to attach to any FPL pole without consent of the real property owner, the permit covering the use of the FPL pole shall immediately terminate and Licensee shall remove all of its cables, wires, and associated support hardware from the affected FPL pole. Licensee shall hold harmless, defend and indemnify FPL against all liabilities arising from or associated with Licensee's failure to obtain the necessary permits, if any, from the owner of the real property or government authorities. The termination rights under this Agreement shall not be affected by this Section.

5.3 Licensee's Expense. All removals of the System from FPL poles shall be at the sole expense of the Licensee. Any corrections or Rearrangement required by FPL or others as a result of the Licensee's removal shall be at the sole expense of the Licensee.

5.4 Abandonment. Subject to the condition in Article IV, 4.4 (b) above, if FPL desires, or, at any time is required to abandon any pole(s), it shall give the Licensee notice in writing of its intent to do so at least thirty (30) days prior to the date on which it intends to abandon such pole(s). If at the expiration of such period, or upon removal of FPL's Facilities, whichever occurs later, the Licensee shall not have removed all of its Attachments therefrom, such pole(s) shall then become the property of the Licensee, and the Licensee shall: (i) indemnify and save harmless FPL from all obligation, liability, damages, costs, expenses or charges incurred thereafter arising from the presence or condition of such pole(s), or any Attachment(s) thereon; and (ii) pay FPL a sum equal to the then "value in place", adjusted for the cost of removal and salvage, of such abandoned pole(s), or shall pay such other equitable sum as may be agreed upon in writing between the parties.

ARTICLE VI - RESERVATION OF RIGHTS, LIMITATION OF LIABILITY AND INSURANCE

6.1 Reservation of Rights and Release by the Licensee. FPL reserves to itself, its successors and assigns, the right to maintain its poles and to operate its Facilities thereon in

such manner as will best enable it to fulfill its own service requirements and in accordance with the NESC and any applicable amendments, revisions or subsequent editions to said Code and such specifications particularly applying to FPL hereinbefore referred to. FPL shall not be liable to the Licensee for any interruption to service of Licensee or for interference with the operation of the cables, wires and appliances of the Licensee arising in any manner out of the use of FPL's poles by the Licensee, FPL, or others. The Licensee hereby releases and waives all rights against FPL for such interruptions or interference, whether same are due to or caused by the negligence of FPL.

6.2 Indemnification of FPL. Licensee shall exercise its privileges hereunder at its own sole risk and in consideration of this Agreement shall release, indemnify, protect, defend and save harmless FPL, its parent, subsidiaries, affiliates and their respective officers, directors, agents and employees (FPL Entities) from and against any and all claims and demands whatsoever including court costs and attorney's fees by reason of damage to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused, in whole or in part, by Licensee's or FPL's negligence resulting in connection with or by the erection, maintenance, presence, use, transfer or removal of Attachments or the proximity of the respective cables, wires, apparatuses and appliances of the parties.

6.3 Insurance.

a. Type. Licensee prior to exercise of its rights under this Agreement shall procure and maintain through the term of this Agreement insurance which shall be amended or endorsed to include FPL, its parent, subsidiaries and affiliates and their respective officers, directors and employees as Additional Named Insureds to protect them against any and all claims, demands, actions, judgments, cost, expenses and liabilities of every nature, including attorney fees, which may result directly or indirectly under the terms of the above indemnification. The limit applying to this Agreement shall equal the highest limit applicable to any other exposure covered under the policy. The policy(ies) shall be endorsed to be primary to any insurance maintained by FPL, its parent, subsidiaries or affiliates. As a minimum, the coverages shall include the following:

i. Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and

Harbor Workers' Act, the Federal Employers' Liability Act and Jones Act. Employers' Liability Insurance shall be provided with a limit of five hundred thousand dollars ($500,000) per accident.

ii. Comprehensive General Liability Insurance, including Broad Form Contractual Liability, with the following minimum limits of liability; Bodily Injury Liability and Property Damage Liability - One million dollars ($1,000,000) combined single limit and three million dollars ($3,000,000) occurrence aggregate.

iii. Comprehensive Automobile Liability Insurance with the following limits of liability, which shall apply to all owned, non-owned, leased and hired automobiles used by Licensee in the performance of the Work: Bodily Injury Liability and Property Damage Liability - one million dollars ($1,000,000) combined single limit and three million dollars ($3,000,000) occurrence aggregate.

b. Duration. In the event that any policy furnished by Licensee provides for coverage on a "claims made" basis, the retroactive date of the policy shall be the same as the effective date of this Agreement. Furthermore, for all policies furnished on a "claims made basis," Licensee's providing of such coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort; if coverage is on an "occurrence" basis, such insurance shall be maintained by Licensee during the entire term of this Agreement.

c. Form. Licensee shall procure and maintain at its own expense, the above minimum insurance coverage and shall provide evidence of the minimum insurance coverage by providing an ACORD or other Certificate of Insurance on forms and with insurance companies acceptable to the Risk Management Department of Florida Power & Light Company, before any work under the contract begins.

d. Self-Insurance. Notwithstanding the foregoing, Licensee at its option may self-insure the above liability after providing FPL with a written statement that Licensee intends to self-insure, together with a letter of assets, financial statements and/or any other documentation reasonably necessary to satisfy FPL that Licensee has the financial capability to self-insure.

6.4 Contractor Indemnification. The Licensee further agrees to include the following indemnification in all contracts with contractors who perform construction or maintenance work on or around the subject Facilities:

"The Contractor hereby agrees to release, indemnify, defend, save and hold harmless _____

_____

and Florida Power & Light Company, its parent, subsidiaries, affiliates or their respective officers, directors, or employees, (hereinafter referred to as the "Company") and other owners of equipment attached to the pole, from all claims, demands, liabilities and suits whether or not due to or caused by negligence of _____

_____

or FPL for bodily injuries or death to person(s) or damage to property resulting in connection with the performance of the described work by Contractor, its subcontractor, agents or employees. This indemnification shall extend up to but shall not exceed the sum of one million dollars ($1,000,000.00) for bodily injury or death of person(s) or property damage for any one occurrence. In the event Contractor is insured for liability with limits in excess of one million dollars ($1,000,000.00) for injuries to or death of person(s) or damage to property arising out of a single occurrence, Contractor's said obligation shall extend up to but shall not exceed the limits of that insurance."

6.5 Contractor Insurance. The Licensee agrees to require its Contractors to obtain insurance to cover the above indemnity and to designate FPL as an additional named insured and to endorse the policy to be primary to any insurance obtained by FPL, its parent, subsidiaries or affiliates. The Licensee further agrees to verify with its Contractors that such insurance is in full force and effect.

ARTICLE VII - MISCELLANEOUS PROVISIONS

7.1 Breach. If the Licensee fails to comply with any of the provisions of this Agreement or defaults in any of its obligations under this Agreement, including but not limited to safety, violation of the NESC or FPL requirements, and failure to pay, and fails within thirty (30) days after written notice from FPL (or immediately upon notice of a safety violation) to correct such default or non-compliance, FPL may at its option terminate this Agreement in whole or part.

7.2 Non-waiver. Failure 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.

7.3 Term. FPL reserves the right to terminate this Agreement at any time, upon thirty (30) days written notice to the Licensee. Individual permits issued under this Agreement may automatically expire as provided in Exhibit A attached hereto.

7.4 Non-exclusive Right. Nothing in this Agreement shall be construed to confer on the Licensee an exclusive right to make Attachments to FPL's poles in the area covered by this Agreement and any supplement thereto, and it is expressly understood that FPL has the unconditional right to permit any other person, firm or corporation to make Attachments to the same poles, other than any poles abandoned by FPL and purchased by Licensee, in the area covered in this Agreement and supplements thereto.

7.5 No Property Right. No use, however extended, of FPL's poles, under this Agreement, shall create or vest in the Licensee any ownership or property rights in said poles, but the Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel FPL to maintain any of said poles for a period longer than demanded by FPL's own service requirements. FPL reserves the right to deny the licensing of any poles to the Licensee if FPL determines such attachment will interfere with the integrity of FPL's system or service requirements, including considerations of economy and safety.

7.6 Assignment. The Licensee shall not assign or transfer the privileges hereby granted without the prior written consent of FPL which consent shall not be unreasonably withheld. Nothing contained herein shall prevent Licensee from assigning its rights and obligations to an affiliate, subsidiary or parent company upon reasonable notice to FPL.

7.7 Successors and Assigns. Subject to the provisions of Articles VII.7.5 and 7.6 above, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

7.8 Notice under this Agreement. All notices, communications and deliveries required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by facsimile transmission with facsimile transmitted confirmation of receipt, sent by overnight commercial air courier (such as Federal Express), or mailed, certified or registered, postage prepaid, return receipt requested, to the parties at the addresses or facsimile numbers hereinafter set forth:

To the Licensee: _____

_____

_____

_____

To FPL: Dennis M. LaBelle, Principal Engineer
Distribution Engineering & Operations
Florida Power & Light Company
400 S.W. Second Avenue
Miami, Florida 33131
Facsimile:(305)347-7213

7.9 Validity. Should any part of any paragraph or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining paragraph or provisions shall not be impaired.

IN WITNESS WHEREOF, the Parties have caused these presents to be duty executed the day and year first above written.

LICENSOR:
FLORIDA POWER & LIGHT COMPANY

By: _____

Print Name: Dennis M. Labelle

Title: Principal Engineer

LICENSEE: [redacted]

By: [redacted]

Print Name: [redacted]

Title: [redacted]

Attest: [redacted] (Seal)

f/ulawjgh/attagrm/attacor.cln

[rev. 1-6-95]

EXHIBIT A

THIRD PARTY ATTACHMENT APPLICATION AND PERMIT

_____
Licensee's Name

TYPE OF APPLICATION
(Check One)

☐ Make-Ready

☐ Non Make-Ready

_____, 19 ___
Date submitted

_____, 19 ___
Date received by FPL

I. APPLICATION

In accordance with the terms of Agreement dated _____, 19___, application is hereby made for permit to make attachment to the following poles.

Location City: _____ County: _____ Florida

Pole Numbers	Pole Locations (Indicate which poles require Make-Ready work)

I certify that the attachments shall be in compliance with the latest edition of the National Electric Safety Code and FPL requirements.

Licensee: _____

By: _____
NAME (Print)

_____
SIGNATURE

_____
TITLE

II. PERMIT

Permit Granted _____, 19____
(Subject to your approval of Make-Ready Cost)

Permit Denied _____, 19____

Estimated Make-Ready Cost

$ _____ payable in advance.

Permit Number _____

Total Previous Poles _____

Poles this Permit _____

New Total Poles _____

FLORIDA POWER & LIGHT COMPANY

By: _____

Title: _____

III. GENERAL CONDITIONS

1. A "Make-Ready" permit will automatically expire if attachments are not madand completed within 60 days after notification in writing to Licensee by FPL that Make-Ready work has been completed.
2. A "Non Make-Ready" permit will automatically expire of attachments are not ade and completed within 60 days after date of approval and is subject to field conditions and facilities on each pole at thime attachment is made. Licensee shall be required to bear any and all "Make-Ready" cost necessitated by previous attachments.
3. If permit is granted under Section II above, this permit automaticallexpires, as to the affected poles 30 days after written notice to Licensee that FPL intends to abandon a particular pole line. Within 30 daysafter such notice, Licensee shall either remove its Attachments from those poles or obtain all necessary permits and easements andat the discretion of FPL, arrange to purchase such poles from FPL.

(OVER)

EXHIBIT B
NOTIFICATION OF ATTACHMENT/REMOVAL

Attachment ☐
Removal ☐

_____
Attachee Name

In accordance with the terms of Attachment Agreement dated _____, 19 ____ please (add to) or (delete from) your records the following poles to which (attachments) or (removals) were made during this calendar month.

Location

City _____, County _____, Florida

Pole Numbers	Date Added	Date Deleted	Permit Number	Pole Locations

Total Attachment this Notice:

Added _____
Removed _____
Total Previous Attachments _____
Totat Attachments To Date _____

Licensee: _____

By: _____
Name (Print)

_____
Signature

_____
Title

Florida Power & Light Company

By: _____

Title: _____

Date Received _____, 19____

Notice Number: _____

Attachment Criteria

NON JOINT USE POLE

(no telephone)

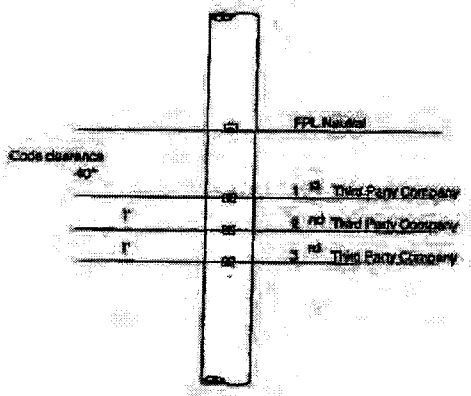

Fig. 1

1. The 1 st cable attachment will be located a minimum of 40" below FPL's lowest cable attachment.
2. All additional cable attachments will be located 1' below the lowest existing Third Party cable.

JOINT USE POLE

(power & telephone)

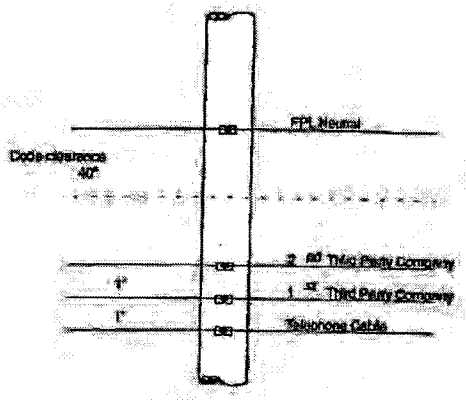

Fig. 2

1. The 1st cable attachment will be located 1' above existing joint user's highest cable attachment.
2. The 2nd cable attachment will be located 1" above the existing Third Party's cable attachment.

NOTE: No CATV cable or attachment will intrude on the 40" NESC code clearance space.

Third Party Space Allocation

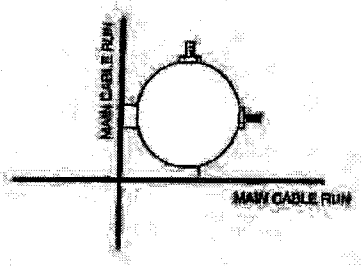

Fig. 3

POLE ATTACHMENT LOCATION

1. All main cable attachments shall be located either on the same side of the pole as FPL's neutral or on one adjacent side.
2. All service line cable attachments shall be located on the side of the pole opposite of FPL's neutral.
3. Only 2 sides of the pole, FPL's neutral and one adjacent side, shall be occupied on any given pole.

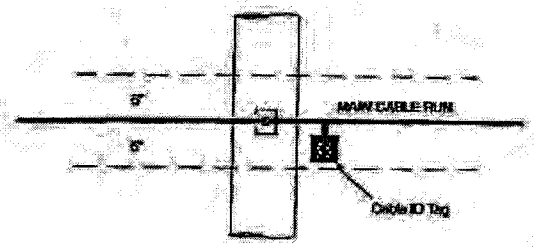

Fig. 4

CABLE IDENTIFICATION TAG

1. Each separate Third Party cable attachment shall be identified in accordance with the FUCC's Foreign Attachment Guidelines specifications.
2. Each Third Party company shall register their unique Cable ID tag with the FUCC's Joint Use Subcommittee.
3. A Cable ID Tag will be located at every 1st, 5th and last numbered pole attachment.
4. Cable ID Tag can be attached either to the cable or the attachment hardware.

PUBLIC VERSION

Reply Exhibit 4

ATTACHMENT AGREEMENT

BETWEEN

FLORIDA POWER & LIGHT COMPANY

And

[redacted]

TABLE OF CONTENTS

ARTICLE I - DEFINITIONS 1

1.1 Attachment 1

1.2 Betterment 2

1.3 Facility or Facilities 2

1.4 Intermediate Pole Attachment 2

1.5 Licensee 2

1.6 Make-Ready Work 2

1.7 Pole 3

1.8 Pole Capacity 3

1.9 Rearrangement 3

1.10 System or Licensee's System 3

1.11 Transfer 3

1.12 TransmissionTower 3

1.13 Unauthorized Attachment 3

ARTICLE II - RIGHT TO ATTACH 4

2.1 Permission to Attach to FPL Distribution Poles. 4

2.2 Permission to Attach to FPL Towers and Transmission Poles 4

2.3 Inspection 5

2.4 Reservation of Distribution Pole Space by Florida Power & Light Company 5

2.5 Reservation of Distribution Pole Capacity by Florida Power & Light Company 6

2.6 Florida Power & Light Company Permit 6

[redacted]

ARTICLE III - ATTACHMENT AND MAINTENANCE 7

3.1 Standards for Attachments of OPGW and Wirelines to Transmissions Poles 7

3.2 Attachments to Distribution Poles and Transmission Poles with Distribution Underbuilt 7

3.3 Licensee's Duty to Warn. 7

3.4 Standards for Attachments to Distribution Poles and Transmission Poles with Distribution Underbuilt 7

3.5 Rearrangement, Transfer and Intermediate Pole Attachment of Licensee's System on Distribution Poles and Transmission Poles with Distribution Underbuilt. 9

3.6 Rearrangement, Transfer and Intermediate Pole Attachment of Licensee's System on Transmission Towers and Poles without Distribution Underbuilt. 10

3.7 Licensee's Permits 11

ARTICLE IV - MAKE-READY COSTS, ATTACHMENT AND OTHER FEES AND BILLING 11

4.1 Make-Ready Costs for New Attachments 11

4.2 Attachment Fees 12

4.3 Transfer and Intermediate Pole Attachment Fees 13

4.4 Rearrangement at Licensee's Cost For Distribution and Transmission Poles with Distribution Underbuilt 14

4.5 Rearrangement at Licensee's Cost For Towers and Transmission Poles without Distribution Underbuilt 14

4.6 Billing 14

4.7 Payment and Late Charges. 15

4.8 Effect of Non-Payment 15

ARTICLE V - REMOVAL 16

5.1 Notice by Licensee 16

5.2 Immediate Removal 16

[redacted]

5.3 Licensee's Expense. 16

5.4 Abandonment 16

ARTICLE VI - RESERVATION OF RIGHTS, LIMITATION OF LIABILITY AND INSURANCE 17

6.1 Reservation of Rights and Release by the Licensee 17

6.2 No Consequential Damages 17

6.3 Indemnification of FPL 17

6.4 Insurance. 18

6.5 Contractor Indemnification. 19

6.6 Contractor Insurance. 20

ARTICLE VII - MISCELLANEOUS PROVISIONS 20

7.1 Breach 20

7.2 Non-waiver. 20

7.3 Term. 20

7.4 Non-exclusive Right. 20

7.5 No Property Right. 21

7.6 Assignment. 21

7.7 Notice under this Agreement. 21

7.8 Severability 22

7.9 Applicable Law 22

Exhibit A Identification of Attachments Existing as of the Date of this Agreement
Exhibit B Attachment Application and Permit
Exhibit C Notification of Attachment/Removal

[redacted]

ATTACHMENT AGREEMENT BETWEEN
FLORIDA POWER & LIGHT COMPANY and
[redacted]

THIS AGREEMENT, effective this 1st day of January, 2000, between **FLORIDA POWER & LIGHT COMPANY,** a corporation organized and existing under the laws of Florida with a main office at 9250 West Flagler Street, Miami, Florida 33174 (hereinafter referred to as "FPL") and [redacted] a limited liability company with an address of [redacted] (hereinafter referred to as "Licensee")

WITNESSETH:

WHEREAS the Licensee owns fiber optic fibers (hereinafter referred to "Licensee's Fibers") within certain FPL overhead ground wire ("OPGW") and owns all-dielectric self-supporting cable or other wirelines used for telecommunications ("Licensee's Wirelines"), collectively referred to as "Licensee's System"; and

WHEREAS FPL is willing to permit, to the extent it may lawfully do so, the attachment of Licensee's System to FPL's Poles or Towers as set forth below and where, in FPL's judgment, such use will not interfere with FPL's own system integrity or service requirements, including considerations of economy and safety; and

WHEREAS FPL and Licensee desire that Licensee fairly compensate FPL for attachment of FPL OPGW containing Licensee's Fibers to FPL electric Poles or Towers and desire to set terms and conditions for attachment of Licensee's Wirelines to FPL Poles or Towers;

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

ARTICLE I – DEFINITIONS

1.1 Attachment is the physical attachment of the Licensee's System consisting of the Licensee's Fibers within the FPL OPGW by means of the FPL OPGW attachment or Licensee's Wirelines and the supporting hardware required to attach the Licensee's System to the FPL Pole or Tower. Any cable or wire overlashed by a

[redacted]

third party to Licensee's Wireline attachment to a third party's attachment is considered a separate attachment to that same Pole. No overlashing of the OPGW or overhead ground wire ("OPGW") is permitted. All other equipment and hardware required to operate Licensee's System are excluded from this Agreement and will not be allowed on FPL Poles.

1.2 Betterment is any increase in service capacity of the Replacement FPL Facilities over the service capacity of the FPL Facilities prior to Rearrangement which is not attributable to Licensee's construction, and any upgrading of a Replacement FPL Facility above FPL's current minimum standard design and construction practices that normally would be used on projects financed solely by FPL. Betterment does not include: (a) any increase in service capacity required by federal, state or local law which applies to FPL Facilities as of the date of construction of the Replacement FPL Facilities; (b) any increase in service capacity resulting solely from the replacement of devices or materials which at the time of construction of the Replacement FPL Facility are no longer manufactured, processed, or installed and used by FPL in projects financed entirely by FPL, (c) any upgrading of a Replacement FPL Facility requested by the Licensee, (d) any upgrading of a Replacement FPL Facility required by any agency responsible for regulation of FPL Facilities, (e) any upgrading of the Replacement FPL Facility which is necessitated by the Licensee's construction, if the replacement is the same as that used by FPL on FPL's own projects, or (f) any upgrading that will result in a reduction in the overall project cost.

1.3 Facility or Facilities is wireline equipment used by FPL in the distribution or transmission of electric power, including, but not limited to, Poles, Towers, wires, cables or other appurtenances, and associated equipment.

1.4 Intermediate Pole Attachment is the initial Attachment of Licensee's System to a new intermediate Pole installed by FPL within an existing Pole line in order to accommodate the service requirements of FPL or other Joint Users or licensees.

1.5 Licensee is FPL FiberNet, LLC and is a telecommunications company certified by the Florida Public Service Commission.

1.6 Make-Ready Work is the work associated with the Rearrangement or replacement of FPL Facilities and the facilities of other licensees or licensees attached pursuant to a joint use agreement (hereinafter "Joint Users") to the FPL Facilities that is required for the attachment of the System on the FPL Facilities in compliance with the National Electrical Safety Code ("NESC") and additional requirements of FPL.

[redacted]

This work includes but is not limited to inspections, engineering and drafting time, permits and construction.

1.7 Pole is a long slender, usually cylindrical, piece of wood, concrete or steel, connected to, or part of, a single foundation embedded in the ground that serves as a single structural member supporting the FPL electric wirelines.

1.8 Pole Capacity is the maximum allowable stress, strain or force the Pole can be subjected to, as determined by FPL's standards and the guidelines within the National Electrical Safety Code ("NESC").

1.9 Rearrangement is any activity or work, after the initial Make-Ready Work, which is necessary when there is a change in the FPL Facilities or FPL service requirements or to ensure that Licensee's Attachments do not adversely affect FPL's Facilities or service or that of Joint Users. "Rearrangement" includes but is not limited to transfer, relocation, adjustment, modification, conversion, permanent or temporary support, protection, design or redesign, abandonment, and removal or reconstruction of Licensee's System.

1.10 System or Licensee's System is Licensee's fiber optical fibers within the FPL OPGW and Licensee's all-dielectric self-supporting cable or other wirelines and supporting hardware which Licensee desires to attach to the FPL Poles or Towers.

1.11 Transfer is one activity included within the term Rearrangement and is associated only with Pole or Tower replacements. Transfer is limited to the work of removing the Licensee's System from the FPL Pole or Tower and re-attaching the System to a replacement FPL Pole or Tower within the existing FPL Pole alignment at the same time that FPL transfers or relocates FPL Facilities from one FPL Pole or Tower to another.

1.12 Transmission Tower is an FPL structure, supporting one or more of FPL's electric transmission lines, which is constructed of multiple wood, concrete or steel structural members that are attached to or are a part of multiple foundations embedded in the ground.

1.13 Unauthorized Attachment is an Attachment to an FPL Pole or Tower without notification of Attachment or FPL's authorization. For purposes of payment of the Unauthorized Attachment Fee, an Unauthorized Attachment shall be deemed to have been made on the effective date of this Agreement or the date of the last

[redacted]

survey, whichever is later. Nothing within this definition shall be interpreted as permitting continued Attachment of an Unauthorized Attachment.

ARTICLE II - RIGHT TO ATTACH

2.1 Permission to Attach to FPL Distribution Poles.

a. Distribution Poles. The Licensee may attach its System to existing or future FPL distribution Poles. The Licensee may not attach its System to FPL distribution Poles which are used for street lighting purposes.

b. Tension Limit. No Attachment will be permitted which results in more than 200 lbs. of unguyed tension on any given FPL distribution Pole.

c. Pole Height Limit. No Attachment will be permitted which requires FPL to install a new distribution Pole over forty-five feet (45') and FPL will not perform Make-Ready Work for the purpose of installing such a Pole. Provided however, Licensee may apply for a permit to attach to an FPL distribution Pole which is over forty-five feet (45') in height if such Pole was installed to meet FPL's own service requirements.

2.2 Permission to Attach to FPL Towers and Transmission Poles.

a. Attachment. The Licensee may attach Licensee's System to existing or future FPL Poles or Towers as set forth herein; provided however, Licensee shall not perform any work on Licensee's System which is attached to FPL Towers or transmission Poles without distribution underbuilt. All such work, including Attachments, maintenance, Rearrangement or Removal of Licensee's System shall be performed by FPL at Licensee's expense. FPL's responsibilities and compensation for performing attachment related work on Licensee's System shall be set forth in a separate service agreement.

b. OPGW. FPL shall own the OPGW containing Licensee's Fibers for all existing and future attachments of OPGW. FPL's OPGW containing Licensee's fibers may be attached to FPL's Transmission Towers or Poles only by FPL or by FPL contractors under the direction of FPL.

c. Wirelines. Licensee may attach its Wirelines to FPL Poles or Towers as provided herein. Wireline attachments to transmission Poles with

[redacted]

distribution underbuilt shall be permitted only in the communication space below distribution or in the Distribution Reserved Pole Space as defined in section 2.4 of this Agreement. In applying for such Attachments made after the date of this Agreement, Licensee shall follow the procedures in the FPL Permit Application Process Manual for Wireline Attachments to Transmission Towers or Poles. Attachments existing as of the date of this Agreement shall be deemed to be in compliance. Licensee's Attachments existing as of the date of this Agreement are identified in Exhibit A attached hereto.

2.3 Inspection. Prior to applying for permission to attach to any FPL distribution Pole or transmission Pole with distribution underbuilt, the Licensee shall inspect the Poles to which it wishes to attach and shall prepare a windloading study and calculations according to FPL requirements specified in FPL's Permit Application Process Manual, which may be modified from time to time to reflect current industry standards. If any FPL Pole requires modification or is inadequate to support Licensee's Attachments in accordance with the specifications in Article III below, the Licensee will request Make-Ready Work by indicating the necessary changes on Exhibit B. Attachments to other Transmission Towers or Poles will be handled as set forth in a separate service agreement between FPL and the Licensee.

2.4 Reservation of Distribution Pole Space by Florida Power & Light Company. FPL reserves the top eleven (11) feet of the distribution Pole for its Facilities. A Licensee may attach in that space under the following conditions. One, Licensee must acknowledge it is attaching in reserved space. Two, Licensee shall vacate said space within sixty (60) days when FPL notifies in writing that it is reclaiming the space. Three, if the Licensee requests FPL to increase the capacity of the Pole in order to stay attached, FPL, in the sole judgement of FPL, will determine if the increase is possible based on reasons of safety, reliability, generally applicable engineering purposes and FPL's ability to maintain the requested facility. Four, Licensee must notify FPL in time for construction to be completed within the above referenced sixty (60) day time period, pay FPL the Make-Ready Cost prior to construction and assume responsibility for reimbursing other Licensees forced to relocate or modify their facilities on the same pole. Five, if any facilities are not removed from the reserved space after sixty (60) days, FPL may, at its sole option, remove or relocate said facilities at the expense of the Licensee. Wireline attachments to transmission Poles with distribution underbuilt shall be permitted only in the communication space below distribution or in the Distribution Reserved Pole Space as defined above. Attachments to other Transmission

[redacted]

Towers or Poles will be handled as set forth in a separate service agreement between FPL and the Licensee.

2.5 Reservation of Distribution Pole Capacity by Florida Power & Light Company. Each Licensee Attachment will not be allowed to utilize more than 7% of the distribution Pole Capacity unless specifically authorized by FPL. A Licensee's Attachment may only exceed 7% of the Pole Capacity under the following conditions. One, FPL has authorized the Licensee to exceed 7% of the Pole Capacity. Two, the Pole Capacity of the Pole, as determined by FPL standards and the guidelines within the National Electrical Safety Code ("NESC"), is not compromised. Three, Licensee must acknowledge it is utilizing reserved Pole Capacity. Four, Licensee shall vacate said space within sixty (60) days when FPL notifies in writing that it is reclaiming the reserved capacity. Five, if the Licensee requests FPL to increase the Capacity of the Pole in order to stay attached, FPL, in the sole judgement of FPL, will determine if the increase is possible based on reasons of safety, reliability, generally applicable engineering purposes and FPL's ability to maintain the requested facility. Six, Licensee must notify FPL in time for construction to be completed within the above referenced sixty (60) day time period, pay FPL the Make-Ready Cost prior to construction and assume responsibility for reimbursing other Licensees forced to relocate or modify their facilities on the same Pole. Seven, if any facilities permitted on the Pole in reserved capacity are not removed after sixty (60) days, FPL may, at its sole option, remove or relocate said facilities at the expense of the Licensee.
Transmission Towers or Poles will be addressed on a case-by-case basis at the time of application.

2.6 Florida Power & Light Company Permit. After inspection and prior to attaching to any FPL Pole or Tower, the Licensee shall apply for and receive a written permit in the form of Exhibit B for distribution Poles or for transmission Poles with underbuilt electric distribution Wirelines. The Licensee shall attach its windloading calculations to its permit application. Permits for attachments to other Transmission Towers or Poles will be handled as set forth in a separate service agreement between FPL and the Licensee. FPL may deny a permit for Attachment when in the sole judgment of FPL such attachment will interfere with FPL's system integrity or service requirements, including economic and safety requirements. No Attachments shall be permitted except as provided in this Article II.

[redacted]

ARTICLE III - ATTACHMENT AND MAINTENANCE

3.1 Standards for Attachments of OPGW and Wirelines to Transmissions Poles without Distribution Underbuilt.

a. FPL Work. FPL shall perform all work on Licensee's System which is attached to FPL Towers and transmission Poles which have no distribution underbuilt. FPL's responsibilities and compensation for performing such attachment related work on Licensee's System shall be set forth in a separate service agreement.

b. NESC and FPL Requirements. All FPL attachment related work on Licensee's System shall be performed in accordance with the requirements and specifications of the National Electrical Safety Code, latest edition, or any applicable amendments, revisions, or subsequent editions of the NESC as well as any additional requirements of FPL.

3.2 Attachments to Distribution Poles and Transmission Poles with Distribution Underbuilt. Licensee, at its own expense, shall make and maintain its Attachments to FPL distribution Poles or FPL transmission Poles with distribution underbuilt in safe condition and in thorough repair, both in a manner suitable to FPL and so that the Attachments do not conflict with the use of Poles by FPL, Joint Users or other licensees. The Licensee shall exercise special precautions to avoid damage to Facilities of FPL and to attachments of others supported on the FPL Poles and shall immediately report any damage to FPL and to any other owners of damaged facilities or attachments.

3.3 Licensee's Duty to Warn. Licensee agrees to warn its employees, agents, contractors, and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by FPL are of high voltage electricity and to inform such persons as to safety and precautionary measures which he or she must use when working on or near FPL Poles and other FPL Facilities.

3.4 Standards for Attachments to Distribution Poles and Transmission Poles with Distribution Underbuilt.

a. NESC and FPL Requirements. The Licensee agrees to install, construct and maintain its Attachments on distribution Poles or transmission Poles with distribution underbuilt wirelines with its own licensed electrician or by a licensed electrical contractor paid under a contract executed by the Licensee all in accordance with the requirements and specifications of the

[redacted]

National Electrical Safety Code, latest edition, or any applicable amendments, revisions, or subsequent editions of the NESC as well as any additional construction requirements of FPL. If any Licensee Attachments are found to have been installed in violation of the NESC or FPL requirements, the Licensee shall make all corrections at the Licensee's expense, including Rearrangement of Facilities and of attachments of others.

b. Installation of Attachments. The Licensee agrees and understands that the installation, construction and maintenance of Attachments within fifteen feet (15') of FPL's primary conductors (defined herein as all conductors with voltage potentials exceeding 750V) shall be subject to the approval of FPL within its sole and absolute discretion. After the date of this Agreement, the Licensee's Attachment of Licensee's Wirelines, on each Pole shall be restricted to one foot (1') of Pole space in the communication zone. If Licensee fails to install its Attachment at the lowest point on the Pole as required in Exhibit B and if FPL should require the Licensee to lower its facilities for FPL needs, FPL will not be required to reimburse the Licensee for its modification expense. The one foot (1 ') space allocation shall extend six inches (6") above and below the Licensee's main wireline attachment point. A schematic drawing is included in Exhibit B. Licensee shall not be required to relocate or modify any of Licensee's System which Licensee purchased from FPL and which was attached to the FPL Facilities at the time Licensee acquired an interest in the OPGW or wireline Attachment, except as provided in sections 3.5, 3.6, 4.4 and 4.5 herein.

c. Other Requirements. All installation work will be done in accordance with local rules, regulations, statutes and ordinances. All Attachments shall conform to requirements of and be subject to rights under any other joint use or attachment agreements now in effect between FPL and other Pole users. The Licensee shall insure compliance with clearances from facilities of all other licensees attached to the FPL Pole and obtain consent from such users, as necessary. The Licensee agrees to participate in FPL's notification and scheduling processes for Pole transfers and permitting of attachments.

d. Marking of Cable. The Licensee agrees to install or mark Licensee's Wirelines in a manner acceptable to FPL and consistent with guidelines adopted by the Florida Utility Coordinating Committee ("FUCC"), so that it can be easily identified from the ground and from other similar cables or wirelines on the Pole. Notwithstanding the FUCC guidelines above, an

[redacted]

identification tag shall be installed at every first, fifth, last and street crossing mainline Attachment.

3.5 Rearrangement, Transfer and Intermediate Pole Attachment of Licensee's System on Distribution Poles and Transmission Poles with Distribution Underbuilt.

a. Timing. When it is necessary for the Licensee to Rearrange its Attachment on an existing Pole or Tower, Transfer its Attachment to a replacement Pole or Tower or attach to an intermediate Pole, the Licensee will move, Transfer or attach its Attachment as required within forty-five (45) days of notification. The Licensee will participate in FPL's notification process and conform to FPL's scheduling in order to accomplish this.

b. Rearrangement, Transfers, or Intermediate Pole Attachment by FPL. If FPL and Licensee enter into a letter of agreement adopting this section 3.5(b), Rearrangement, Transfer or Intermediate Pole Attachment of Licensee's System, or any part thereof, may be performed by FPL or its contractor when and at the time that FPL relocates its Facilities, replaces an existing Tower, Pole or installs an intermediate Pole within an existing Pole line used by the Licensee. All hardware, cable, material and equipment required for the Rearrangement or Transfer of the System, or part thereof, shall be provided by the Licensee. The Rearrangement shall be at the expense of the Licensee as stated in Article IV. Except for such work on the OPGW or Licensee's System attached to transmission Poles without distribution underbuilt which will be performed by FPL, performance of such work shall be at the sole discretion of FPL and based on NESC and additional requirements of FPL.

c. Rearrangement or Transfer by Licensee. If FPL and Licensee have entered into a letter of agreement adopting section 3.5(b) above, and if FPL decides not to Rearrange or Transfer the System or if no letter agreement has been entered into, then the Licensee, subject to Article IV, at its own expense shall Rearrange or remove its System placed on any Pole or Pole line or Tower, transfer it to substituted Poles, or Towers, relocate it, or perform any other work in connection with Licensee's System that may be required by FPL. All Rearrangement work or Transfer work shall be completed (a) within ten (10) working days after notice from FPL that FPL has removed its facilities from a Pole or Tower which has to be relocated as part of a road project or other Relocation required by an outside party, or (b)

[redacted]

within thirty (30) working days after notice from FPL for other projects involving Rearrangement or Transfer.

d. Failure of Licensee to Rearrange or Transfer; Emergency Situations. Provided, however, and whether or not the letter agreement has been entered into by FPL and Licensee, after thirty (30) days notice from FPL, if Licensee fails to rearrange or Transfer the System, or at any time without notice in cases of emergency, FPL may, in the sole option of FPL, Rearrange the System, Transfer it to substituted Poles, relocate it or perform any other work in connection with Licensee's System that may be required in the maintenance, replacement, removal or relocation of FPL Poles, the Facilities or attachments thereon or which may be placed thereon, or for the service needs of FPL, and the Licensee shall, on written demand, reimburse FPL for the expense thereby incurred. Nothing in this paragraph shall impose any duty on FPL or relieve the Licensee from maintaining adequate work forces readily at hand to handle the Rearrangement, repair, service and maintenance of the System where the condition of the System is hindering FPL's operations or from liability for failure to timely remove its Attachment from FPL Poles or from its obligations under Article VI, section 6.2 of this Agreement.

3.6 Rearrangement, Transfer and Intermediate Pole Attachment of Licensee's System on Transmission Towers and Poles without Distribution Underbuilt.

a. Timing. When it is necessary for FPL to Rearrange Licensee's Attachment on an existing Pole or Tower, Transfer its Attachment to a replacement Pole or Tower or attach to an intermediate Pole or Tower, the Licensee shall perform all of it's obligations under the separate service agreement to allow FPL to move, Transfer or attach its Attachment as required within forty-five (45) days of notification. The Licensee will participate in FPL's notification process and conform to FPL's scheduling in order to accomplish this.

b. Failure of Licensee to Meet its Obligations to Facilitate the Rearrangement or Transfer by FPL; Emergency Situations. If after thirty (30) days notice from FPL, Licensee fails to meet its obligations under the separate service agreement to facilitate FPL's Rearrangement or Transfer of Licensee's System, or at any time without notice in cases of emergency, FPL at the sole option of FPL, may Rearrange the System, Transfer it to substituted Poles, relocate it or perform any other work in connection with Licensee's System that may be required in the

[redacted]

maintenance, replacement, removal or relocation of FPL Poles, the Facilities or attachments thereon or which may be placed thereon, or for the service needs of FPL, and the Licensee on written demand shall reimburse FPL for the expense thereby incurred. Nothing in this paragraph shall impose any duty on FPL or relieve the Licensee from maintaining adequate work forces readily at hand to handle the Licensee's obligations under the separate service agreement where the condition of the System is hindering FPL's operations or from liability for failure to allow FPL to perform the timely removal of its attachment from FPL Poles or Towers or from its obligations under Article VI, section 6.2 of this Agreement.

3. 7 Licensee's Permits. The Licensee, at its own expense, shall obtain all necessary permits or authorization from local, state and federal agencies and property owners to attach Licensee's System, or any part thereof, to FPL Poles or Towers.

ARTICLE IV - MAKE-READY COSTS, ATTACHMENT AND OTHER FEES AND BILLING

4.1 Make-Ready Costs for New Attachments.

a. Estimate for Make-Ready Work. If Make-Ready Work is necessary to accommodate the System on any FPL Pole or Tower, FPL or FPL's contractor will provide the Licensee with an estimate of the cost of the Make-Ready Work. The estimate shall include the increased cost of larger or stronger Poles or Towers, remaining life value of poles removed, cost of removal less any salvage recovery and the direct and indirect costs of transferring FPL's Facilities from the old to the new Poles or Towers less any credit for Betterment. If the Licensee still desires to make the Attachments, it shall return Exhibit B marked to so indicate, together with an advance payment for the entire estimated cost of the Make-Ready Work.

b. Reimbursement for Make-Ready Work. When the Licensee's Attachments can be accommodated on existing Poles or Towers of FPL by Rearranging FPL's Facilities or attachments of others thereon, the Licensee will compensate FPL and other Licensees, attachees, or Joint Users, if any, for the direct and indirect costs incurred in completing such Make-Ready or Rearrangements including any Rearrangement to FPL Facilities to conform with NESC requirements which Rearrangement was necessitated by Licensee's Attachment.

[redacted]

c. Additional Support. Any strengthening of Poles or Towers (e.g., guying) required to accommodate the Licensee's Attachments to Poles or Towers shall made at the expense of the Licensee and to the satisfaction of FPL. The Licensee shall not set intermediate Poles under or in close proximity to FPL's Facilities. The Licensee, however, may request FPL to set such intermediate Poles as the Licensee may desire, and FPL shall have the option to accept or reject such request. If such request is granted, the Licensee shall reimburse FPL for all direct and indirect costs associated with installing and attaching to such Pole or Poles. FPL shall perform such work on the Towers and transmission Poles with no distribution underbuilt.

4.2 Attachment Fees.

a. Annual Attachment Fee. Licensee shall pay FPL an annual Attachment fee in accordance with applicable rules and regulation. Subject to annual adjustment as set forth in (b) below, the annual telecommunications Attachment fees effective on January 1, 1999 are as follows:

(i) $19.02 for each distribution Pole per year;
(ii) $149.98 for each transmission Pole per year;
(iii) $337.46 for each Tower per year.

The annual rate shall apply to all Attachments existing as of the effective date of that rate and all new Attachments made during that year regardless of the date of Attachment. Licensee expressly acknowledges and agrees that the above rates are for the attachment of facilities providing telecommunications services. Upon entry of a final judgment by a court of competent jurisdiction holding that services other than cable television or telecommunications services are not subject to a regulated Pole Attachment rate, Licensee shall be charged a non-discriminatory market rate for the Attachment of such other services, effective as of the date of such final order.

b. Annual Billing. FPL shall bill annually in advance, in accordance with applicable rules and regulations, a Pole Attachment fee times the number of Attachments on or about June 1st of each year. At this time, FPL will also bill in arrears for all new Attachments made in the previous year times the previous year's Pole Attachment fee. The payment of Attachment fee hereunder shall include such prorated amount as may be due for the increased number of Attachments or change in use to FPL Poles or Towers since the previous billing date. Payment shall be made within thirty-five (35)

[redacted]

days of the date of invoice and under the terms and conditions provided in Article IV, section 4.7.

c. Fee Adjustment. An Attachment or change in use of Attachment to any FPL Pole or Tower without notification of Attachment or change in use or FPL's authorization shall be deemed to have been made on the effective date of this Agreement or the date of the last survey, whichever is later. Payment shall be made within thirty-five (35) days of the date of invoice and under the terms and conditions provided in Article IV, section 4.7. FPL's acceptance of payment for an unauthorized Attachment shall not constitute a waiver of any other rights or remedies under this Agreement or at law.

d. Unauthorized Attachment Fee and Removal. Licensee shall pay FPL an Unauthorized Attachment Fee in the amount of 2 and 1/2 times the Pole Attachment rate to distribution Poles and 1 and 1/2 times the Pole Attachment rate to Transmission Towers or Poles for the year in which the Unauthorized Attachment was discovered. This Unauthorized license fee shall be paid from the date of discovery back to the date of the last physical survey for any Attachment to FPL Poles or Towers. If an Unauthorized Attachment is identified by survey, the "last survey" shall mean the survey immediately prior to the survey which identified the Unauthorized Attachment. FPL's acceptance of the payment of the Unauthorized Attachment fee or consent to waive payment of all or a part of the Unauthorized Attachment fee shall not constitute a waiver of any of FPL's other rights or remedies under this Agreement or at law. Licensee shall have the burden of proving that an Attachment is an authorized Attachment by providing FPL with a copy of the FPL Attachment Permit. Any unauthorized Attachment to a distribution Pole shall be removed at the discretion of FPL and at the sole cost of Licensee. **Any unauthorized Attachment to a transmission Pole without distribution underbuilt or to a Tower shall be immediately removed by FPL at the sole cost of Licensee and with no liability or consequences therefore accruing to FPL.**

4.3 Transfer and Intermediate Pole Attachment Fees.

a. Distribution Transfer Fee. Upon completion of the Transfer or Intermediate Pole Attachment for Attachments to distribution Poles or to transmission Poles with distribution underbuilt, Licensee shall pay FPL a fee for each Attachment of Licensee made by FPL or its contractors. The fee for such work performed in the 1999 calendar year shall be $50.00 per Pole.

[redacted]

b. Tower and Transmission Pole with no Distribution Underbuilt Transfer Fee. The Licensee shall reimburse FPL for transferring Attachments to Towers and transmission Poles with no distribution underbuilt as set forth in the separate service agreement.

c. Change in Fee. For subsequent years, the Transfer or Intermediate Pole Attachment fee will be adjusted to reflect any change in all direct and indirect costs of FPL associated with performing such work. FPL shall notify the Licensee in writing no less than sixty (60) days prior to implementation of any change in the fee for subsequent years. Licensee shall have a right to audit records associated with such costs during that sixty (60) day period and at a time acceptable to FPL.

4.4 Rearrangement at Licensee's Cost for Distribution and Transmission Poles with Distribution Underbuilt. If FPL rearranges or relocates its Pole or Pole line or changes the existing pole line alignment and as a consequence thereof rearranges or relocates all or part of the Licensee's System to FPL's relocated Pole line, the fee for Transfer does not apply and the Licensee shall pay the direct and indirect costs of such Rearrangement of the Licensee's System. If the Rearrangement is necessitated by a third party that is not considered an attaching entity and the Rearrangement is not reimbursable by such third party, each Licensee is responsible for rearranging' its own facilities attached to distribution Poles or transmission Poles with distribution underbuilt at its own expense. If such Rearrangement is reimbursable by the third party, each Licensee is responsible for dealing directly with and obtaining its own reimbursement from such third party. Additionally, each Licensee is responsible for coordinating the relocation of its Attachments with the relocation schedule of the third party. FPL will not be responsible for delay claims caused by failure of Licensee to meet the relocation schedule of a third party. Payment for Rearrangement work will be made by the Licensee as stated in Article IV, sections 4.5 and 4.6 below.

4.5 Rearrangement at Licensee's Cost for Towers and Transmission Poles without Distribution Underbuilt. The Licensee shall reimburse FPL for transferring Attachments to Towers and transmission Poles with no distribution underbuilt as set forth in the separate service agreement.

4.6 Billing.

a. Make-Ready Work and Rearrangement Work. Upon completion of all required work by FPL or other attachees, the Licensee shall reimburse FPL

[redacted]

or other attachees for the direct and indirect costs incurred in transferring, rearranging or relocating said Facilities or Attachments of the Licensee or attachments of others. Payment shall be made within thirty-five (35) days of the date of invoice and under the terms and conditions provided in Article IV, section 4.7, below.

b. Transfer or Intermediate Pole Work. Upon completion of the Transfer or Intermediate Pole Attachment work by FPL, FPL shall present Licensee with an invoice for $50 times the number of Attachments plus any materials cost. Upon completion of the Rearrangement, FPL shall furnish the Licensee with a final and complete billing of all costs incurred in the Rearrangement.

c. Inspections, surveys, other charges. In addition to the above changes, FPL shall bill the Licensee for the direct and indirect costs incurred for inspections, surveys, expenses and other charges (excluding Attachment fees) under this Agreement, as incurred. Payment shall be made within thirty-five (35) days of the date of invoice and under the terms and conditions provided in Article IV, section 4.7, below.

4.7 Payment and Late Charges. The Licensee shall have thirty-five (35) days from the date of any invoice to object to same. The parties in good faith shall attempt to resolve any objection to the invoiced amount within thirty (30) days of Licensee's notice of dispute. If agreement cannot be reached, Licensee shall pay FPL the invoiced amount immediately upon acknowledgment that agreement cannot be reached or upon the termination of the thirty (30) day resolution period, whichever is earlier. Upon resolution of the objection to the invoiced amount, FPL shall refund any amount due Licensee with interest, calculated at 12% per annum.
Failure to provide FPL with written notice of dispute within thirty-five (35) days of the date of invoice shall constitute approval by the Licensee of the statement or invoice. If payment is not mailed within thirty-five (35) days of the date of the statement or invoice, then a late payment charge may be assessed in the amount of one (1) percent of the amount due per month calculated on a daily basis or the highest amount then permitted by Florida law.

4.8 Effect of Non-Payment. Failure to pay any non-disputed invoice after ten (10) days written notice of non-payment to Licensee by FPL shall constitute a default going to the essence of this Agreement and shall entitle FPL to cancel this Agreement.

[redacted]

ARTICLE V – REMOVAL

5.1 Notice by Licensee. The Licensee, after prior written notice to FPL, may remove its Attachments from any distribution Pole or transmission Pole with distribution underbuilt and shall give FPL written notice, in the form of Exhibit C, of actual removal within fifteen (15) working days after removal. Licensee shall exercise care and take precautions to avoid damage to the FPL Facilities and to the attachments of others and shall immediately report any damage to FPL and to the owners of the damaged facilities. FPL, at Licensee's cost, shall be responsible for removal of Licensee's System from Transmission Towers or Poles without distribution underbuilt.

5.2 Immediate Removal. Upon notice that the use of an FPL Pole or Tower is forbidden or unauthorized by state, county, or municipal authorities or upon any final administrative or judicial decision that Licensee has no right to attach to any FPL Pole or Tower without consent of the real property owner, the FPL permit or consent covering the use of the FPL Pole or Tower shall immediately terminate and Licensee shall remove all of its cables, wires, and associated support hardware from the affected FPL Pole or Tower as required by FPL. Licensee shall hold harmless, defend and indemnify FPL against all liabilities arising from or associated with Licensee's failure to obtain the necessary permits, if any, from the owner of the real property or government authorities. The termination rights under this Agreement shall not be affected by this section.

5.3 Licensee's Expense. All removals of Licensee's System from FPL Poles or Towers shall be at the sole expense of the Licensee.

5.4 Abandonment. If FPL desires or at any time is required to abandon any Pole or Pole line, it shall give the Licensee notice in writing of its intent to do so at least thirty (30) days prior to the date of abandonment. If at the expiration of such period, or upon removal of FPL's Facilities, whichever occurs later, the Licensee shall not have removed all of its Attachments therefrom, such Pole(s) shall then become the property of the Licensee, and the Licensee shall: (i) indemnify and save harmless FPL from all obligation, liability, damages, costs, expenses or charges incurred thereafter arising from the presence or condition of such Pole(s), or any Attachment(s) thereon; and (ii) pay FPL a sum equal to the then "value in place", adjusted for the cost of removal and salvage, of such abandoned Pole(s) or, at FPL's discretion, shall pay such other equitable sum as may be agreed upon in writing between the parties.

[redacted]

ARTICLE VI - RESERVATION OF RIGHTS
LIMITATION OF LIABILITY AND INSURANCE

6.1 Reservation of Rights and Release by the Licensee. FPL reserves to itself, its successors and assigns, the right to maintain its Poles and Towers and to operate its Facilities thereon in such manner as will best enable it to fulfill its own service requirements and in accordance with the NESC and any applicable amendments, revisions or subsequent editions to said Code and such specifications particularly applying to FPL hereinbefore referred to. FPL shall not be liable to the Licensee or Licensee's customer for any interruption to service of Licensee or for interference with the operation of the cables, wires and appliances of the Licensee arising in any manner out of the use of FPL's Poles or Towers by the Licensee, FPL, or others. The Licensee hereby releases and waives all rights against FPL for such interruptions or interference.

6.2 No Consequential Damages. In no event shall either party be liable to the other for any indirect, special incidental or consequential damages, including lost profits, regardless of whether informed of the same.

6.3 Indemnification of FPL.

a. Licensee's Sole Risk. Licensee shall exercise its privileges hereunder at its own sole risk and in consideration of this Agreement shall release, indemnify, protect, defend and save harmless FPL, its parent, subsidiaries, other affiliates and their respective officers, directors, agents and employees (FPL Entities) from and against any and all claims and demands whatsoever including court costs and reasonable attorney's fees by reason of damage to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused, in whole or in part, by Licensee's acts or FPL's negligence resulting in connection with or by the erection, maintenance, presence, use, transfer or removal of Attachments or the proximity of the respective cables, wires, apparatuses and appliances of the parties on or in the vicinity of FPL Poles or the poles of any other person firm or corporation on which FPL maintains Attachments.

b. Further Licensee Indemnification. Licensee shall further indemnify, defend and hold harmless FPL Entities from and against (a) all sales, excise or other taxes, if any, which may be assessed against FPL for Licensee's

[redacted]

Attachment to the FPL Pole, (b) any franchise, user fees, permit fees, or similar impositions which may be imposed on FPL or Licensee by local governments or third parties as a direct result of Licensee's Attachment, (c) all liabilities, cost or expenses incurred by FPL to the extent due to or arising out of the failure of Licensee to obtain all permits or consents from the owner of the real property or from government agencies which may be required for the installation of Licensee's Attachment and (d) any contractor delay claims caused by the failure of Licensee to remove its Attachment from the FPL Poles as set forth in the relocation schedule of the third party, including reasonable attorney's fees and court costs.

6.4 Insurance.

a. Type. Licensee prior to exercise of its rights under this Agreement shall procure and maintain through the term of this Agreement insurance which shall be amended or endorsed to include FPL, its parent, subsidiaries and affiliates and their respective officers, directors and employees as Additional Named Insureds to protect them against any and all claims, demands, actions, judgments, cost, expenses and liabilities of every nature, including attorney fees, which may result directly or indirectly under the terms of the above indemnification. The limit applying to this Agreement shall equal the highest limit applicable to any other exposure covered under the policy. The policy(ies) shall be endorsed to be primary to any insurance maintained by FPL, its parent, subsidiaries or affiliates. As a minimum, the coverages shall include the following:

i. Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Workers' Act, the Federal Employers' Liability Act and Jones Act. Employers' Liability Insurance shall be provided with a limit of five hundred thousand dollars ($500,000) per accident.

ii. Comprehensive General Liability Insurance, including Broad Form Contractual Liability, with the following minimum limits of liability; Bodily Injury Liability and Property Damage Liability - One million dollars ($1,000,000) combined single limit and three million dollars ($3,000,000) occurrence aggregate.

iii. Comprehensive Automobile Liability Insurance with the following limits of liability, which shall apply to all owned, non-owned, leased

[redacted]

and hired automobiles used by Licensee in the performance of the Work: Bodily Injury Liability and Property Damage Liability - one million dollars ($1,000,000) per occurrence limit and three million dollars ($3,000,000) aggregate.

b. Duration. In the event that any policy furnished by Licensee provides for coverage on a "claims made" basis, the retroactive date of the policy shall be the same as the effective date of this Agreement. Furthermore, for all policies furnished on a "claims made basis," Licensee's providing of such coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort; if coverage is on an "occurrence" basis, such insurance shall be maintained by Licensee during the entire term of this Agreement.

c. Form. Licensee shall procure and maintain at its own expense, the above minimum insurance coverage and shall provide evidence of the minimum insurance coverage by providing an ACORD or other Certificate of Insurance on forms and with insurance companies acceptable to the Risk Management Department of Florida Power & Light Company, before any work under the contract begins.

d. Self-Insurance. Notwithstanding the foregoing, Licensee may self-insure the above liability.

6.5 Contractor Indemnification. The Licensee further agrees to use reasonable efforts to include the following indemnification in all contracts with contractors hereinafter who perform construction or maintenance work on or around the subject Facilities:

"The Contractor hereby agrees to release, indemnify, defend, save and hold harmless _____ and _____ Florida Power & Light Company, its parent, subsidiaries, affiliates or their respective officers, directors, or employees, (hereinafter referred to as the "Company") and other owners of equipment attached to the Pole, from all claims, demands, liabilities and suits whether or not due to or caused by negligence of _____ or FPL for bodily injuries or death to person(s) or damage to property resulting in connection with the performance of the described work by Contractor, its subcontractor, agents or employees. This indemnification shall extend up to but

[redacted]

shall not exceed the sum of one million dollars ($1,000,000.00) for bodily injury or death of person(s) or property damage for anyone occurrence. In the event Contractor is insured for liability with limits in excess of one million dollars ($1,000,000.00) for injuries to or death of person(s) or damage to property arising out of a single occurrence, Contractor's said obligation shall extend up to but shall not exceed the limits of that insurance."

6.6 Contractor Insurance. The Licensee agrees to require its Contractors to obtain insurance to cover the above indemnity and to designate FPL as an additional named insured and to endorse the policy to be primary to any insurance obtained by FPL, its parent, subsidiaries or affiliates. The Licensee further agrees to verify with its Contractors that such insurance is in full force and effect.

ARTICLE VII - MISCELLANEOUS PROVISIONS

7.1 Breach. If the Licensee fails to comply with any of the provisions of this Agreement or defaults in any of its obligations under this Agreement, including but not limited to safety, violation of the NESC or FPL requirements, and failure to pay, and fails within thirty (30) days after written notice from FPL (or immediately upon notice of a safety violation) to begin to correct and diligently pursue such correction of such default or non-compliance, FPL may at its option terminate this Agreement in whole or part.

7.2 Non-waiver. Failure 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.

7.3 Term. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. Individual permits issued under this Agreement may automatically expire as provided in Exhibit B attached hereto.

7.4 Non-exclusive Right. Nothing in this Agreement shall be construed to confer on the Licensee an exclusive right to make Attachments to FPL's Poles in the area covered by this Agreement and any supplement thereto, and it is expressly understood that FPL has the unconditional right to permit any other person, firm or corporation to make Attachments to the same Poles, other than any poles abandoned by FPL and purchased by Licensee, in the area covered in this Agreement and supplements thereto.

[redacted]

7.5 No Property Right. No use, however extended, of FPL's Poles or Towers, under this Agreement, shall create or vest in the Licensee any ownership or property rights in said Poles, but the Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel FPL to maintain any of said Poles or Towers for a period longer than demanded by FPL's own service requirements. FPL reserves the right to deny the licensing of any poles or towers to the Licensee if FPL determines such Attachment will interfere with the integrity of FPL's system or service requirements, including considerations of economy and safety.

7.6 Assignment. The Licensee shall not assign or transfer this Agreement without the prior written consent of the other party.

7.7 Notice under this Agreement. All notices, communications and deliveries required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by facsimile transmission with facsimile transmitted confirmation of receipt, sent by overnight commercial air courier (such as Federal Express), or mailed, certified or registered, postage prepaid, return receipt requested, to the parties at the addresses or facsimile numbers hereinafter set forth:

To the Licensee: [redacted]

With a copy to:

To FPL:

Thomas J. Kennedy, P.E.
Senior Analyst DRS/GO
Florida Power & Light Company
9250 W. Flagler Street
Miami, Florida 33174
Facsimile:(305) 228-5695

AND TO

[redacted]

Robert A. Christman,
Reliability Leader
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408

7.8 Severability. Should any part of any paragraph or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining paragraph or provisions shall not be impaired.

7.9 Applicable Law. The validity, interpretation and enforcement of this Attachment Agreement shall be governed by the laws of Florida without regard to conflict of law applications.

IN WITNESS WHEREOF, the Parties have caused these presents to be duly executed the day and year first above written.

LICENSOR:
FLORIDA POWER & LIGHT COMPANY
By: David T. Bromley
Print Name: DAVID T. BROMLEY
Title: MGR - DISTRIBUTION REGULATORY

LICENSEE:
[redacted]
By: [redacted]
Attest: [redacted] (Seal)
Assistant Secretary

[redacted]

Exhibit A

REDACTED

CONFIDENTIAL NON-PUBLIC TRANSMISSION INFORMATION. BEING TREATED IN ACCORDANCE WITH FERC STANDARDS OF CONDUCT DUE TO THE FACT IT CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION.

EXHIBIT B

ATTACHMENT APPLICATION AND PERMIT

_____
Corporation / Partnership

TYPE OF APPLICATION
(Check One)

☐ Make-Ready

☐ Non Make-Ready

_____, 20 ____
Date submitted by Licensee.

_____, 20 ____
Date received by FPL

I. APPLICATION

In accordance with the terms of Agreement dated _____, 20___, application is hereby made for permit to make attachment to the following poles.

Location City: _____ County: _____ Florida

Pole Numbers | Pole Locations (Indicate which poles require Make-Ready work)

I certify that the attachments shall be in compliance with the latest edition of the National Electric Safety Code and FPL requirements.

Licensee: _____

By: _____
NAME OF REGISTERED (State of Florida) ENGINEER (Print)

_____
SIGNATURE

_____
TITLE

Engineer's Seal

II. PERMIT

Permit Granted _____, 20____
(Subject to your approval of Make-Ready Cost)

Permit Denied _____, 20____

Estimated Make-Ready Cost
$ _____ payable in advance.

Permit Number _____
Total Previous Poles _____
Poles this Permit _____
New Total Poles _____

FLORIDA POWER & LIGHT COMPANY

By: _____

Title: _____

III. GENERAL CONDITIONS

1. A "Make-Ready" permit will automatically expire if attachments are not made and completed within 60 days after notification in writing to Licensee by FPL that Make-Ready work has been completed.
2. A "Non Make-Ready" permit will automatically expire if attachments are not made and completed within 60 days after date of approval and is subject to field conditions and facilities on each pole at the time attachment is made. Licensee shall be required to bear any and all "Make-Ready" cost necessitated by previous attachments.
3. If permit is granted under Section II above, this permit automatically expires, as to the affected poles 30 days after written notice to Licensee that FPL intends to abandon a particular pole line. Within 30 days after such notice, Licensee shall either remove its Attachments from those poles or obtain all necessary permits and easements and, at the discretion of FPL, arrange to purchase such poles from FPL.

(OVER)

Attachment Criteria

NON JOINT USE POLE

(no telephone)

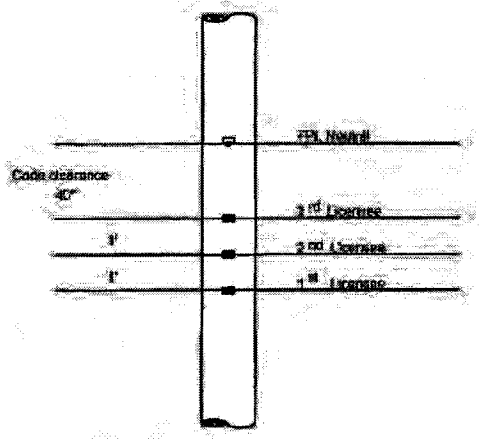

Fig. 1

1. The 1st Licensee attachment will be located a minimum of 40" below FPL's lowest attachment and at the lowest point possible while meeting NESC ground clearances.
2. All additional Licensee attachments will be located 1' above the lowest existing Licensee attachment.

JOINT USE POLE

(power & telephone)

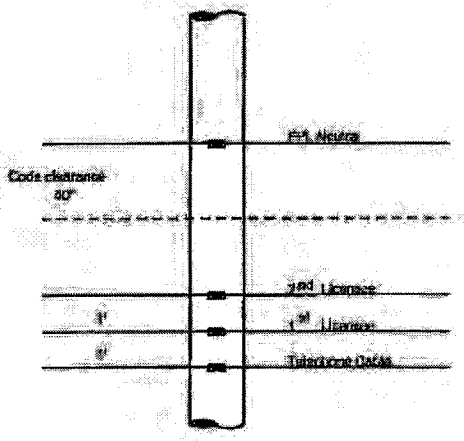

Fig. 2

1. The 1st Licensee attachment will be located 1' above Telephone's highest attachment.
2. The 2nd Licensee attachment will be located 1' above the 1st Licensee attachment.

NOTE: No Licensee attachment will intrude on the 40" NESC code clearance space.

Space Allocation

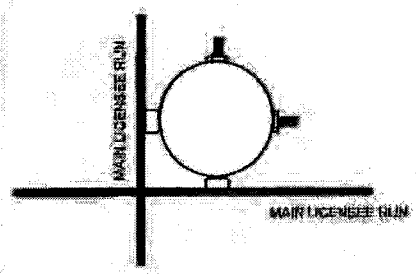

Fig. 3

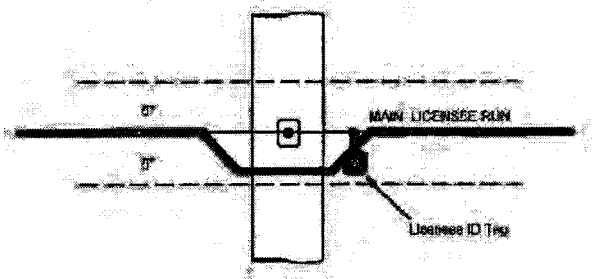

Fig. 4

POLE ATTACHMENT LOCATION

1. All main Licensee attachments shall be located either on the same side of the pole as FPL's neutral or on one adjacent side.
2. No main line Licensee attachments shall be located on the side of the pole opposite FPL's neutral.
3. Only 2 sides of the pole, FPL's neutral and one adjacent side, shall be occupied on any given pole.

LICENSEE IDENTIFICATION TAG

1. Each separate Licensee attachment shall be identified in accordance with the FUCC's Foreign Attachment Guidelines specifications.
2. Each Licensee shall register its unique ID tag with the FUCC's Joint Use Subcommittee.
3. A Licensee ID Tag will be installed at every 1st, 5th and last mainline pole attachment.
4. Licensee ID Tag can be attached either to the cable or the attachment hardware.

EXHIBIT C
NOTIFICATION OF ATTACHMENT/REMOVAL

Attachment ☐

_____
Corporation/Partnership Name

Removal ☐

In accordance with the terms of License Agreement dated _____, 20____, please (add to) or (delete from) your records the following poles to which (attachments) or (removals) were made during this calendar month.

Location

City _____, County _____, Florida

Pole Numbers	Date Added	Date Deleted	Permit Number	Pole Locations

Total Attachment this Notice:

Added _____

Removed _____

Total Previous Attachments _____

Total Attachments To Date _____

Licensee: _____

By: _____
Name (Print)

_____
Signature

_____
Title

Florida Power & Light Company

By: _____

Title: _____

Date Recieved _____, 20____

Notice Number: _____

PUBLIC VERSION

Reply Exhibit 5

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

VERIZON FLORIDA LLC,	*	
	*	
Complainant,	*	
	*	**Docket No. 15-73**
v.	*	**File No. EB-15-MD-002**
	*	
FLORIDA POWER AND LIGHT COMPANY,	*	**Related to**
	*	**Docket No. 14-216**
	*	**File No. EB-14-MD-003**
Respondent.	*	
	*	

FLORIDA POWER AND LIGHT COMPANY'S AMENDED OBJECTIONS AND RESPONSES TO VERIZON FLORIDA LLC'S INTERROGATORIES

Florida Power and Light Company ("FPL"), by counsel, serves the following amended objections and responses to Verizon Florida LLC's Interrogatories directed to FPL.[1]

General Objections

1. FPL hereby reserves any objections it may have to the admission in evidence of the information provided herein on the grounds of materiality, relevancy or other proper grounds for objection.

2. The information to be provided is not based solely on the knowledge of FPL, but includes knowledge of its agents, representatives and attorneys, unless privileged.

3. The word usage and sentence structure of the discovery responses may be that of the attorney assisting FPL and thus does not necessarily purport to be the precise language of FPL.

[1] An objection has been amended only where specifically designated as an "Amended Objection."

4. FPL generally objects to the extent the interrogatory is unduly burdensome and broad, immaterial, irrelevant, not limited in scope and not reasonably calculated to lead to the discovery of admissible evidence.

5. FPL generally objects to the interrogatories to the extent they seek attorney-work product, privileged communication and/or information and documents prepared in anticipation of litigation.

6. FPL generally objects to the extent the interrogatories define terms and seek information which is not permissible under the Federal Communications Commission Rules.

INTERROGATORIES

INTERROGATORY:

1. Identify every entity, other than a governmental entity, that has placed an attachment or reserved attachment space on a distribution pole owned by FPL during the time period that Verizon has had attachments on FPL's poles.

OBJECTION:

FPL objects to this interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. These objections are warranted because the express terms of this interrogatory reach back to the early part of the 20th century and cover all of FPL's service territory which includes well over one million poles and a large number of separate attaching entities. Subject to and without waiving the foregoing objections, FPL states that it will provide a response that is reasonable in scope and detail.

RESPONSE:

FPL states that, based on its most recent billings for pole attachments and joint use, during the relevant time period the following entities (excluding governmental entities) have

placed attachments on FPL's distribution poles within the shared FPL/Verizon territory: Bright House Networks; Comcast; FPL Fibernet; Level 3; and Verizon.

FPL states that, based on its most recent billings for pole attachments and joint use, during the relevant time period the following entities (excluding governmental entities) have placed attachments on FPL's distribution poles outside of the shared FPL/Verizon territory: Advanced Cable Communications; Altitude Communications, LLC; Atlantic Broadband; AT&T Florida; Bright House Networks; CenturyLink; Comcast; Crown Castle; Extenet Systems, Inc.; FPL Fibernet; Fiberlight, LLC; Florida Cable, Inc.; Hotwire Communications, LLC; ITS Telecom; Level 3; Marco Island Cable; MFS Telecom, Inc.; Northeast Florida Telephone Co.; Sprint Nextel Property Svc.; Sunesys, LLC; Tower Cloud, Inc.; TW Telecom; US Metropolitan Telecom, LLC; Windstream; and XO Communications.

INTERROGATORY:

2. For each entity identified in response to Interrogatory 1, separately identify the first known year in which the entity had facilities attached to FPL's distribution poles, the amount of space occupied by or reserved for the entity on FPL's distribution poles, the per-pole or per-attachment rate charged by FPL for each year from 2005 through 2015, the per-pole or per-attachment rate paid by the entity for each year from 2005 through 2015, and the number of FPL poles for which the entity was invoiced by FPL for annual rent for each year from 2005 through 2015.

AMENDED OBJECTION:

FPL objects to this interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. These objections are warranted because the express terms of this interrogatory cover all of FPL's service territory

which includes well over one million poles and numerous separate attaching entities. They are also warranted because all of the rates paid, space occupied and poles used by the many entities across all of FPL's service territory do not relate to any claim, defense or fact at issue in this litigation. Subject to and without waiving the foregoing objections, FPL states that it will provide a response that is reasonable in scope and detail.

RESPONSE:

While FPL is aware that cable TV (CATV) and/or incumbent local exchange carrier (ILEC) attachments first began to appear on FPL's poles over 50 years ago, FPL is unable to provide the exact dates the first attachment appeared on its poles for these entities. However, FPL can provide the year of the first attachment for the following companies:

- Within the FPL/Verizon shared territory: FPL Fibernet – 2000; Level 3 – 1998;
- Outside of the FPL/Verizon shared territory – In addition to FPL Fibernet and Level 3; Crown Castle - 2013; Extenet Systems, Inc. - 2010; Fiberlight, LLC - 2008; Hotwire Communications, LLC - 2008; ITS Telecom – 2011; MFS Telecom, Inc. - 1998; Sprint Nextel Property Svc. - 2008; Sunesys, LLC - 2013; Tower Cloud, Inc. - 2014; TW Telecom - 2012; US Metropolitan Telecom, LLC - 2010; Windstream - 2012; and XO Communications 2012.

While the amount of space occupied/reserved by each entity is confidential, Verizon is the only entity within the FPL/Verizon shared territory that has space reserved. Additionally, FPL is not aware of any entity within the FPL/Verizon shared territory that has sought a permit for use of more than one foot of space on any FPL pole. Outside of the FPL/Verizon shared territory, FPL is aware of three entities that have been permitted to use more than one (1) foot of

space on FPL's poles , with each of these entities permitted to use three foot of space in order to accommodate antenna attachments.

FPL charges CATV and CLEC/telecommunication attaching entities per each foot of usable space permitted. If an attaching entity is franchised as a CATV provider, FPL charges the CATV attachment rate unless it declares that attachments are being used to provide telecommunications services in accordance with 47 CFR § 1.1403 (e). Below are the rates invoiced and paid, per whole foot of space permitted for CATV, CLEC/telecommunication entities within and outside of the FPL/Verizon shared territory and the joint use rate invoiced and paid by Verizon. The number of joint use poles and the rates invoiced/paid by other ILECs outside of the FPL/Verizon shared territory are confidential. However, FPL notes that – except for Verizon – the rates invoiced and paid for all ILECs using its poles are the same.

Year	CATV Invoiced and Paid	CLEC / Telecom Invoiced and Paid	Verizon Invoiced	Verizon Paid
2005	$ 8.00	$ 12.09	$ 7.79	$ 7.79
2006	$ 8.80	$13.30	$ 8.06	$ 8.06
2007	$ 9.64	$ 14.57	$ 8.29	$ 8.29
2008	$ 9.35	$ 14.13	$ 8.45	$ 8.45
2009	$ 9.15	$ 13.84	$ 8.53	$ 8.53
2010	$ 9.34	$ 14.12	$ 8.71	$ 8.71
2011	$ 9.34	$ 9.31	$ 8.87	***$ 5.50***
2012	$ 9.69	$ 9.67	$ 9.06	***$2.13***
2013	$ 9.73	$ 9.70	$ 9.29	***$2.13***
2014	$ 10.46	$ 10.44	$ 9.49	***$2.13***
2015	$ 11.57	$ 11.54		

Note that the rates provided for CATV and CLEC/Telecom are applicable from June 1st to May 31st, while the rate to Verizon applies from January 1st to December 31st. The 2015 rate for Verizon will not be calculated/determined until 2016, as required by the joint use agreement.

Also, FPL had a collection problem one year during this period with a company suffering from financial hardship. The final resolution of this issue resulted in a settlement where the amount billed and paid was at a lower rate than provided above.

INTERROGATORY:

3. For each entity identified in response to Interrogatory 1, separately identify for each year from 2005 through 2015 the number of poles for which each entity was charged, the amount charged, and the total amount collected from each entity with respect to the following: (a) permit, permitting, and application fees, (b) inspection fees not included in the permit, permitting, and application fees, (c) make-ready engineering, not including pole replacements, (d) pole replacements, (e) pole relocations, (f) bonding, (g) unauthorized or unreported attachments, (h) easements and rights-of-way, (i) operations and maintenance expenses not included in the annual rental payment, and (j) administrative and general expenses not included in the annual rental payment.

OBJECTION:

FPL objects to this interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. These objections are warranted because the express terms of this interrogatory cover all of FPL's service territory which includes well over one million poles and many attaching entities. They are also warranted because all of the fees, costs and expenses paid by the many entities across all of FPL's service territory do not relate to any claim, defense or fact at issue in this litigation. Subject to and without waiving the foregoing objections, FPL states that it will provide a response that is reasonable in scope and detail.

RESPONSE:

FPL and FPL's designated pole attachment contractor do not maintain records such that this information is available/readily available.

INTERROGATORY:

4. For each incumbent local exchange carrier identified in response to Interrogatory Number 1, separately identify the number of joint use poles owned by FPL and by the incumbent local exchange carrier according to the most-recent invoice and when FPL's joint use agreement or pole attachment agreement with that entity was entered and amended.

OBJECTION:

FPL objects to this interrogatory on the grounds that it is not related to the subject matter of this litigation or reasonably calculated to lead to the discovery of admissible evidence. FPL's business relationship with any other ILEC has no bearing on any claim, defense or fact in dispute between Verizon and FPL. FPL therefore will not be providing a response to this request.

INTERROGATORY:

5. Describe in detail how FPL calculated the rate that it charged CLECs each year from 2005 through 2015. Include in your response the calculations, inputs, assumptions, and sources used to calculate the rate, the amount and percentage associated with operations and maintenance expenses and administrative and general expenses, an identification of all persons involved in the calculation of the rate, and when the rate was calculated.

OBJECTION:

FPL objects to this interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. These objections are warranted because the express terms of this interrogatory cover all of FPL's service territory

which includes numerous CLECs as well as the details of all rate calculations for those CLEC's and the identities of the persons involved in those calculations. Such identities have no connection to discovery in this matter. In addition, this interrogatory would require FPL to create data where none currently is kept for years 2009 and prior. Subject to and without waiving the foregoing objections, FPL states that it will provide a response that is reasonable in scope and detail.

RESPONSE:

FPL's CLEC rate has been (prior to 2011, FCC Order 01-170) and is calculated (since 2011, FCC order 01-170) consistent with the formulas prescribed by FCC orders. Consistent with these orders, FPL utilizes actual information from FPL's books and records to determine the net investment per pole and the capital carrying charge rate (depreciation, A&G and O&M expenses, taxes and cost of capital). After applying an urbanized service area allocation, the net cost of a bare pole is determined. The net cost of a bare pole is then multiplied by the space factor (determined using attachment space occupied, usable/unusable space on a pole, average pole height, number of attachments/pole, based on whole feet [not partial]), to develop the CLEC upper bound rate. FPL utilizes the presumptions in the calculation of the space factor outlined in the Code of Federal Regulations (CFR), Title 47, Sections 1.1417 and 1.1418. FPL calculates its CLEC rate annually, typically in the second quarter of each year. In addition, please see FPL's response to interrogatory two for the 2009-2015 CLEC attachment rates.

INTERROGATORY:

6. Explain in detail the services covered by, and the similarities and differences between, the following fees: the "initial fee" referenced on page 14 of FPL's Response and at paragraph 9 of Mr. Kennedy's Declaration, the "application fee" referenced on page 15 of FPL's

Response and at paragraph 9 of Mr. Kennedy's Declaration, the "permit" and "permitting fees" referenced at paragraph 9 of Mr. Kennedy's Declaration, the "inspection fee" referenced on page 15 of FPL's Response and at paragraph 14 of Mr. Kennedy's Declaration, and the "fees ranging from $7.95 to $13 per pole" referenced at paragraph 20 of Mr. Kennedy's Declaration.

RESPONSE:

The terms "initial fee" and "application fee" referenced in the interrogatory both refer to the "Non-Make Ready Application" ($20.95) and the "Make Ready Application" ($135.95) fees, per Alpine Communication Corp.'s "Application Processing Fees" (see FPL's response to Request for Production of Documents No. 9).

The terms "permit fee" and "permitting fees" as utilized by Mr. Kennedy, reference the "Non-Make Ready" and "Make Ready" application fees previously described, but could also include costs of make ready construction performed by FPL.

The term "inspection fee" refers to the "$13.00 per pole – post inspection fee" component of both "Non-Make Ready" and "Make Ready Application fees," per Alpine's "Application Processing Fees."

The phrase "fees ranging from $7.95 to $13 per pole" refers to the "$7.95 per pole – administrative fee" and "$13.00 per pole – post inspection fee" components of both "Non-Make Ready Application" and "Make Ready Application" fees, per Alpine's Application Processing Fees." The $7.95 per pole administrative fee covers the cost of reviewing and processing the licensee's application to ensure that it meets FPL's requirements and standards. The $13.00 post inspection fee covers the cost of ensuring that the licensee's attachments have been constructed consistent with its approved application, the National Electrical Safety Code and FPL's construction standards.

INTERROGATORY:

7. Identify the location and identification number for each pole depicted at Exhibit 3 to Exhibit G of FPL's June 29, 2015 Response and at Exhibit 3 to FPL's April 24, 2014 Response to Verizon's Pole Attachment Complaint in FCC Docket No. 14-216, File No. EB-14- MD-003 and for every other FPL-owned pole on which FPL claims that Verizon's facilities use four feet of the pole as alleged on page 42 of FPL's Response.

RESPONSE:

The following is a list of GPS addresses for the locations of the seven (7) photos in Exhibit 3 to Exhibit G of FPL's June 29, 2015 Response:

Photo	Latitude	Longitude
1	27.379904	-82.516315
2	27.366383	-82.53059
3	27.458528	-82.552108
4	27.070146	-82.169193
5	27.52264	-82.728542
6	27.520532	-82.568639
7	27.278425	-82.480959

The above locations were provided as examples to indicate that Verizon does in fact have attachments on FPL's poles that utilize approximately four feet of space. While FPL is aware that there are other locations where Verizon uses 4 feet of space on pole, FPL has not conducted a system-wide analysis to specifically identify these locations throughout the FPL/Verizon territory.

The following is a list of GPS addresses for the locations of the two (2) photos in Exhibit 3 to FPL's April 24, 2014 Response:

Photo	Latitude	Longitude
1	27.462221	-82.551795
2	27.462213	-82.551453

INTERROGATORY:

8. Separately identify for areas inside and outside of the parties' overlapping service area the number of poles by height and class that FPL newly installed or replaced each year from 2005 through 2015 and explain in detail the reason for each new installation or replacement.

RESPONSE:

FPL does not maintain its distribution pole records such that it can provide the number of poles installed or replaced for areas inside and outside of the parties' overlapping service area, the height and class of each pole installed and the reason for each new installation or replacement. However, FPL can provide the number of poles installed in the counties served by the parties; Manatee, Sarasota (note that FPL sometimes refers to its operating territory in the preceding two counties as "Manasota") and Charlotte (note that the overlapping FPL/Verizon territories include a small portion of Charlotte County). Please see attached "Exhibit to FPL Response to Interrogatory No. 8".

In addition, FPL states that the number of poles installed in FPL's entire service territory during the relevant time period is 270,192, determined by data maintained in FPL's records (which does not allow this number to be broken down by pole height and class).

INTERROGATORY:

9. Identify by pole number and location all joint use poles that FPL abandoned in the parties' overlapping service area from 2005 through 2015 and the date on which FPL provided notice to Verizon of its intention to abandon each pole.

OBJECTION:

FPL objects to this interrogatory on the grounds that it is overbroad, unduly burdensome and would require FPL to create information for Verizon's benefit. These objections are

warranted because FPL does not maintain data on the details and in the format sought by Verizon and also because Verizon should already have all such information in its possession. Subject to and without waiving the foregoing objections, FPL states that it will provide a response that is reasonable in scope and detail.

RESPONSE:

FPL does not maintain books and records in a manner that tracks the precise information requested. Such information as could be located has been produced in response to Verizon's document request number 17.

INTERROGATORY:

10. Identify "FPL's designated pole attachment contractor" referenced on page 15 of FPL's Response and explain in detail FPL's relationship with its "designated pole attachment contractor," including what services are provided to FPL by the "designated pole attachment contractor," whether any officers, directors, or managers of the contractor were previously employed by FPL, and all amounts FPL has paid to and received from its "designated pole attachment contractor."

OBJECTION:

FPL objects to this interrogatory on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. These objections are warranted because the express terms of this interrogatory seek information as to whether FPL employed any of its designated contractor's personnel, which has no connection to any claim, defense or fact at issue in this matter. Subject to and without waiving the foregoing objections, FPL states that it will provide a response that is reasonable in scope and detail.

RESPONSE:

Alpine Communication Corp. (Alpine) is FPL's designated pole attachment contractor. Alpine performs all of the pole owner responsibilities as outlined in FPL's permit process manual. This includes ensuring that pole attachment permit applications are appropriately completed and accurate and that attachments are constructed consistent with approved applications, the National Electrical Safety Code and FPL's construction standards. No Alpine officers, directors or managers were previously employed by FPL. FPL does not pay its designated pole attachment permit process contractor. The contractor is paid by licensed applicants through the collection of pole attachment and other fees as outlined in Alpine's "Application Processing Fees".

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on July 28, 2015, I caused a copy of the foregoing **Florida Power and Light Company's Amended Objections and Responses to Verizon Florida's Interrogatories** to be served on the following by hand delivery, U.S. mail or electronic mail (as indicated):

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PUBLIC VERSION

Exhibit to FPL Response to Interrogatory No. 8

PUBLIC VERSION

Distribution New Pole Count From 2005 to June 30, 2015

Sarasota County

Utility Account: 364000 - Poles, Towers & Fixtures
In Service Year2: 2005
County Id: Sarasota - 30

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		923	923
400.135 :POLE, WOOD 35/40/45 FT		2,710	2,710
400.150 :POLE, WOOD 50/55/60 FT		105	105
400.230 : POLE,CONCRETE 30'	0		0
400.235 :POLE, CONCRETE 35/40/45 F	29		29
400.251 :POLE, CONCRETE 50/55/60 F	5		5
Grand Total	**34**	**3,738**	**3,772**

Utility Account: 364000 - Poles, Towers & Fixtures
In Service Year2: 2006
County Id: Sarasota - 30

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		755	755
400.135 :POLE, WOOD 35/40/45 FT		2,110	2,110
400.150 :POLE, WOOD 50/55/60 FT		257	257
400.230 : POLE,CONCRETE 30'	0		0
400.235 :POLE, CONCRETE 35/40/45 F	31		31
400.251 :POLE, CONCRETE 50/55/60 F	12		12
Grand Total	**43**	**3,122**	**3,165**

Utility Account: 364000 - Poles, Towers & Fixtures
In Service Year2: 2007
County Id: Sarasota - 30

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		46	46
400.135 :POLE, WOOD 35/40/45 FT		1,331	1,331
400.150 :POLE, WOOD 50/55/60 FT		314	314
400.165 :POLE, WOOD 65 FT and >		0	0
400.235 :POLE, CONCRETE 35/40/45 F	16		16
400.251 :POLE, CONCRETE 50/55/60 F	184		184
Grand Total	**200**	**1,691**	**1,891**

Utility Account: 364000 - Poles, Towers & Fixtures
In Service Year2: 2008
County Id: Sarasota - 30

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.135 :POLE, WOOD 35/40/45 FT		874	874
400.150 :POLE, WOOD 50/55/60 FT		95	95
400.235 :POLE, CONCRETE 35/40/45 F	14		14
400.251 :POLE, CONCRETE 50/55/60 F	65		65
Grand Total	**79**	**969**	**1,048**

Manatee County

Utility Account: 364000 - Poles, Towers & Fixtures
In Service Year2: 2005
County Id: Manatee - 20

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		73	73
400.135 :POLE, WOOD 35/40/45 FT		548	548
400.150 :POLE, WOOD 50/55/60 FT		36	36
400.230 : POLE,CONCRETE 30'	0		0
400.235 :POLE, CONCRETE 35/40/45 F	23		23
400.251 :POLE, CONCRETE 50/55/60 F	4		4
Grand Total	**27**	**657**	**684**

Utility Account: 364000 - Poles, Towers & Fixtures
In Service Year2: 2006
County Id: Manatee - 20

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		68	68
400.135 :POLE, WOOD 35/40/45 FT		403	403
400.150 :POLE, WOOD 50/55/60 FT		125	125
400.230 : POLE,CONCRETE 30'	1		1
400.235 :POLE, CONCRETE 35/40/45 F	29		29
400.251 :POLE, CONCRETE 50/55/60 F	15		15
Grand Total	**45**	**596**	**641**

Utility Account: 364000 - Poles, Towers & Fixtures
In Service Year2: 2007
County Id: Manatee - 20

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		7	7
400.135 :POLE, WOOD 35/40/45 FT		694	694
400.150 :POLE, WOOD 50/55/60 FT		125	125
400.165 :POLE, WOOD 65 FT and >		0	0
400.235 :POLE, CONCRETE 35/40/45 F	37		37
400.251 :POLE, CONCRETE 50/55/60 F	59		59
Grand Total	**96**	**826**	**922**

Utility Account: 364000 - Poles, Towers & Fixtures
In Service Year2: 2008
County Id: Manatee - 20

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		1	1
400.135 :POLE, WOOD 35/40/45 FT		270	270
400.150 :POLE, WOOD 50/55/60 FT		106	106
400.235 :POLE, CONCRETE 35/40/45 F	6		6
400.251 :POLE, CONCRETE 50/55/60 F	52		52
Grand Total	**58**	**377**	**435**

Charlotte County

Utility Account: 364000 - Poles, Towers & Fixtures
In Service Year2: 2005
County Id: Charlotte - 06

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		767	767
400.135 :POLE, WOOD 35/40/45 FT		5,687	5,687
400.150 :POLE, WOOD 50/55/60 FT		149	149
400.230 : POLE,CONCRETE 30'	9		9
400.235 :POLE, CONCRETE 35/40/45	43		43
400.251 :POLE, CONCRETE 50/55/60	11		11
Grand Total	**63**	**6,603**	**6,666**

Utility Account: 364000 - Poles, Towers & Fixtures
In Service Year2: 2006
County Id: Charlotte - 06

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		443	443
400.135 :POLE, WOOD 35/40/45 FT		2,312	2,312
400.150 :POLE, WOOD 50/55/60 FT		372	372
400.235 :POLE, CONCRETE 35/40/45	13		13
400.251 :POLE, CONCRETE 50/55/60	12		12
Grand Total	**25**	**3,127**	**3,152**

Utility Account: 364000 - Poles, Towers & Fixtures
In Service Year2: 2007
County Id: Charlotte - 06

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		62	62
400.135 :POLE, WOOD 35/40/45 FT		1,305	1,305
400.150 :POLE, WOOD 50/55/60 FT		238	238
400.235 :POLE, CONCRETE 35/40/45	2		2
400.251 :POLE, CONCRETE 50/55/60	17		17
Grand Total	**19**	**1,605**	**1,624**

Utility Account: 364000 - Poles, Towers & Fixtures
In Service Year2: 2008
County Id: Charlotte - 06

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.135 :POLE, WOOD 35/40/45 FT		750	750
400.150 :POLE, WOOD 50/55/60 FT		296	296
400.235 :POLE, CONCRETE 35/40/45	10		10
400.251 :POLE, CONCRETE 50/55/60	170		170
Grand Total	**180**	**1,046**	**1,226**

PUBLIC VERSION

Utility Account 36400 - Poles, Towers & Fixtures
In Service Year2 2009
County Id Sarasota - 30

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.135 :POLE, WOOD 35/40/45 FT		1,089	1,089
400.150 :POLE, WOOD 50/55/60 FT		118	118
400.235 :POLE, CONCRETE 35/40/45 F	14		14
400.251 :POLE, CONCRETE 50/55/60 F	111		111
Grand Total	125	1,207	1,332

Utility Account 36400 - Poles, Towers & Fixtures
In Service Year2 2009
County Id Manatee - 20

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		2	2
400.135 :POLE, WOOD 35/40/45 FT		346	346
400.150 :POLE, WOOD 50/55/60 FT		57	57
400.235 :POLE, CONCRETE 35/40/45 F	3		3
400.251 :POLE, CONCRETE 50/55/60 F	63		63
400.263 :POLE, CONCRETE 65 FT and	11		11
Grand Total	77	405	482

Utility Account 36400 - Poles, Towers & Fixtures
In Service Year2 2009
County Id Charlotte - 06

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		4	4
400.135 :POLE, WOOD 35/40/45 FT		954	954
400.150 :POLE, WOOD 50/55/60 FT		229	229
400.230 :POLE,CONCRETE 30'	1		1
400.235 :POLE, CONCRETE 35/40/45	2		2
400.251 :POLE, CONCRETE 50/55/60	76		76
Grand Total	79	1,187	1,266

Utility Account 36400 - Poles, Towers & Fixtures
In Service Year2 2010
County Id Sarasota - 30

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.135 :POLE, WOOD 35/40/45 FT		1,803	1,803
400.150 :POLE, WOOD 50/55/60 FT		233	233
400.165 :POLE, WOOD 65 FT and >		0	0
400.230 :POLE,CONCRETE 30'	0		0
400.235 :POLE, CONCRETE 35/40/45 F	35		35
400.251 :POLE, CONCRETE 50/55/60 F	153		153
400.263 :POLE, CONCRETE 65 FT and	1		1
Grand Total	189	2,036	2,225

Utility Account 36400 - Poles, Towers & Fixtures
In Service Year2 2010
County Id Manatee - 20

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		2	2
400.135 :POLE, WOOD 35/40/45 FT		193	193
400.150 :POLE, WOOD 50/55/60 FT		38	38
400.235 :POLE, CONCRETE 35/40/45 F	1		1
400.251 :POLE, CONCRETE 50/55/60 F	11		11
Grand Total	12	233	245

Utility Account 36400 - Poles, Towers & Fixtures
In Service Year2 2010
County Id Charlotte - 06

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		3	3
400.135 :POLE, WOOD 35/40/45 FT		1,140	1,140
400.150 :POLE, WOOD 50/55/60 FT		261	261
400.235 :POLE, CONCRETE 35/40/45	16		16
400.251 :POLE, CONCRETE 50/55/60	25		25
Grand Total	41	1,404	1,445

Utility Account 36400 - Poles, Towers & Fixtures
In Service Year2 2011
County Id Sarasota - 30

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		1	1
400.135 :POLE, WOOD 35/40/45 FT		1,482	1,482
400.150 :POLE, WOOD 50/55/60 FT		162	162
400.235 :POLE, CONCRETE 35/40/45 F	20		20
400.251 :POLE, CONCRETE 50/55/60 F	69		69
Grand Total	89	1,645	1,734

Utility Account 36400 - Poles, Towers & Fixtures
In Service Year2 2011
County Id Manatee - 20

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		0	0
400.135 :POLE, WOOD 35/40/45 FT		290	290
400.150 :POLE, WOOD 50/55/60 FT		10	10
400.235 :POLE, CONCRETE 35/40/45 F	28		28
400.251 :POLE, CONCRETE 50/55/60 F	16		16
Grand Total	44	300	344

Utility Account 36400 - Poles, Towers & Fixtures
In Service Year2 2011
County Id Charlotte - 06

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		0	0
400.135 :POLE, WOOD 35/40/45 FT		1,167	1,167
400.150 :POLE, WOOD 50/55/60 FT		137	137
400.230 :POLE,CONCRETE 30'	1		1
400.235 :POLE, CONCRETE 35/40/45	4		4
400.251 :POLE, CONCRETE 50/55/60	13		13
Grand Total	18	1,304	1,322

Utility Account 36400 - Poles, Towers & Fixtures
In Service Year2 2012
County Id Sarasota - 30

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		0	0
400.135 :POLE, WOOD 35/40/45 FT		730	730
400.150 :POLE, WOOD 50/55/60 FT		275	275
400.165 :POLE, WOOD 65 FT and >		2	2
400.230 :POLE,CONCRETE 30'	0		0
400.235 :POLE, CONCRETE 35/40/45 F	4		4
400.251 :POLE, CONCRETE 50/55/60 F	63		63
Grand Total	67	1,007	1,074

Utility Account 36400 - Poles, Towers & Fixtures
In Service Year2 2012
County Id Manatee - 20

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		0	0
400.135 :POLE, WOOD 35/40/45 FT		954	954
400.150 :POLE, WOOD 50/55/60 FT		104	104
400.165 :POLE, WOOD 65 FT and >		0	0
400.230 :POLE,CONCRETE 30'	0		0
400.235 :POLE, CONCRETE 35/40/45 F	3		3
400.251 :POLE, CONCRETE 50/55/60 F	81		81
Grand Total	84	1,058	1,142

Utility Account 36400 - Poles, Towers & Fixtures
In Service Year2 2012
County Id Charlotte - 06

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		3	3
400.135 :POLE, WOOD 35/40/45 FT		1,130	1,130
400.150 :POLE, WOOD 50/55/60 FT		147	147
400.230 :POLE,CONCRETE 30'	1		1
400.235 :POLE, CONCRETE 35/40/45	2		2
400.251 :POLE, CONCRETE 50/55/60	10		10
Grand Total	13	1,280	1,293

PUBLIC VERSION

Utility Account: 36400 - Poles, Towers & Fixtures
In Service Year2: 2013
County Id: Sarasota - 30

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		0	0
400.135 :POLE, WOOD 35/40/45 FT		1,341	1,341
400.150 :POLE, WOOD 50/55/60 FT		113	113
400.230 : POLE,CONCRETE 30'	0		0
400.235 :POLE, CONCRETE 35/40/45 F	19		19
400.251 :POLE, CONCRETE 50/55/60 F	103		103
Grand Total	122	1,454	1,576

Utility Account: 36400 - Poles, Towers & Fixtures
In Service Year2: 2013
County Id: Manatee - 20

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		2	2
400.135 :POLE, WOOD 35/40/45 FT		477	477
400.150 :POLE, WOOD 50/55/60 FT		132	132
400.230 : POLE,CONCRETE 30'	0		0
400.235 :POLE, CONCRETE 35/40/45 F	16		16
400.251 :POLE, CONCRETE 50/55/60 F	69		69
Grand Total	85	611	696

Utility Account: 36400 - Poles, Towers & Fixtures
In Service Year2: 2013
County Id: Charlotte - 06

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		1	1
400.135 :POLE, WOOD 35/40/45 FT		1,306	1,306
400.150 :POLE, WOOD 50/55/60 FT		325	325
400.235 :POLE, CONCRETE 35/40/45	3		3
400.251 :POLE, CONCRETE 50/55/60	23		23
Grand Total	26	1,632	1,658

Utility Account: 36400 - Poles, Towers & Fixtures
In Service Year2: 2014
County Id: Sarasota - 30

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		0	0
400.135 :POLE, WOOD 35/40/45 FT		1,284	1,284
400.150 :POLE, WOOD 50/55/60 FT		275	275
400.230 : POLE,CONCRETE 30'	1		1
400.235 :POLE, CONCRETE 35/40/45 F	14		14
400.251 :POLE, CONCRETE 50/55/60 F	190		190
Grand Total	205	1,559	1,764

Utility Account: 36400 - Poles, Towers & Fixtures
In Service Year2: 2014
County Id: Manatee - 20

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		0	0
400.135 :POLE, WOOD 35/40/45 FT		858	858
400.150 :POLE, WOOD 50/55/60 FT		150	150
400.230 :POLE,CONCRETE 30'	1		1
400.235 :POLE, CONCRETE 35/40/45 F	4		4
400.251 :POLE, CONCRETE 50/55/60 F	82		82
Grand Total	87	1,008	1,095

Utility Account: 36400 - Poles, Towers & Fixtures
In Service Year2: 2014
County Id: Charlotte - 06

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		1	1
400.135 :POLE, WOOD 35/40/45 FT		583	583
400.150 :POLE, WOOD 50/55/60 FT		74	74
400.235 :POLE, CONCRETE 35/40/45	9		9
400.251 :POLE, CONCRETE 50/55/60	22		22
Grand Total	31	658	689

Utility Account: 36400 - Poles, Towers & Fixtures
In Service Year2: 2015
County Id: Sarasota - 30

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		0	0
400.135 :POLE, WOOD 35/40/45 FT		209	209
400.150 :POLE, WOOD 50/55/60 FT		3	3
400.235 :POLE, CONCRETE 35/40/45 F	5		5
400.251 :POLE, CONCRETE 50/55/60 F	11		11
Grand Total	16	212	228

Utility Account: 36400 - Poles, Towers & Fixtures
In Service Year2: 2015
County Id: Manatee - 20

Sum of Activity Quantity	Column Labels		
County ID	CONCRETE	WOOD	Grand Total
400.130 :POLE, WOOD 25/30 FT		0	0
400.135 :POLE, WOOD 35/40/45 FT		137	137
400.150 :POLE, WOOD 50/55/60 FT		3	3
400.235 :POLE, CONCRETE 35/40/45 F	2		2
400.251 :POLE, CONCRETE 50/55/60 F	8		8
Grand Total	10	140	150

Utility Account: 36400 - Poles, Towers & Fixtures
In Service Year2: 2015
County Id: Charlotte - 06

Sum of Activity Quantity	Column Labels	
County ID	WOOD	Grand Total
400.135 :POLE, WOOD 35/40/45 FT	53	53
400.150 :POLE, WOOD 50/55/60 FT	2	2
Grand Total	55	55

PUBLIC VERSION

Reply Exhibit 6

PUBLIC VERSION

Permit Number	Permit Type	Received Date	New Poles	Existing Poles	Approved	Permit Fees Paid Date	Permit Fees Paid Amount	Make Ready Invoice Amount	Make Ready Paid Date
'4205002	Make Ready	5/27/2005	0	11	3/26/2006	2005-05-27	1,121.45	2896.00,13037.00	08/30/2005,08/30/2005
'4205005	Make Ready	5/27/2005	0	7	9/23/2005	2005-05-27	811.65	4,979.00	8/23/2005
'4206003	Make Ready	2/1/2006	0	1	3/19/2009	2006-01-30	115.95		No make ready
'4206005	Make Ready	6/19/2006	0	1	8/7/2006	2006-05-22	115.95		No make ready
'4209003	Make Ready	7/30/2009	1	0	2/25/2010	2009-07-30	115.95	1,800.00	11/13/2009
'4209005	Make Ready	3/29/2010	2	0	9/23/2010	2009-01-30	231.90	1,331.00	8/25/2010
'4210104	Make Ready	7/22/2010	0	1	12/6/2010	2010-07-20	115.95	317.00	10/22/2010
'4211106	Make Ready	7/21/2011	0	29	1/30/2012	2011-07-30	3,362.55	28,925.00	10/21/2011
'4212102	Make Ready	6/29/2012	0	1	10/9/2012	2012-05-09	115.95	739.00	9/13/2012
'4212104	Make Ready	7/11/2012	0	3	11/19/2013	2012-05-09	347.85	2,262.00	11/14/2012
'4212105	Make Ready	8/15/2012	0	1	11/26/2012	2012-08-15	115.95	318.00	10/25/2012
'4214101	Make Ready	3/13/2014	0	2	3/19/2015	2014-03-01	231.90	666.00	5/16/2014
'4214105	Make Ready	3/31/2014	0	1	5/28/2014	2014-03-01	135.95	424.00	5/23/2014
'4505001	Make Ready	4/11/2005	0	10	9/26/2005	2005-04-11	1,019.50	6,622.00	7/22/2005
'4505003	Make Ready	5/9/2005	1	0	4/27/2006	2005-05-09	101.95	2,552.00	10/19/2005
'4505007	Make Ready	7/22/2005	17	0	1/10/2006	2005-07-22	1,971.15	6,830.00	11/1/2005
'4505009	Make Ready	7/22/2005	8	0	5/11/2006	2005-07-22	927.60	2,989.00	2/8/2006
'4505011	Make Ready	7/22/2005	3	0	3/10/2006	2005-07-22	347.85	1,584.00	10/19/2005
'4505013	Make Ready	7/22/2005	5	0	1/26/2006	2005-07-22	579.75	3,371.00	11/19/2005
'4505015	Make Ready	7/22/2005	2	0	1/18/2006	2005-07-22	231.90	551.00	11/1/2005
'4505017	Make Ready	7/22/2005	4	0	2/7/2006	2005-07-22	463.80	2,159.00	11/1/2005
'4505021	Make Ready	8/26/2005	20	0	6/12/2006	2005-08-26	2,319.00	20,801.00	3/6/2006
'4505022	Make Ready	7/2/2005	0	4	4/12/2006	2005-06-24	463.80	1,427.00	2/8/2006
'4505023	Make Ready	8/25/2005	0	1	3/21/2006	2005-08-25	115.95	274.00	2/8/2006
'4505024	Make Ready	7/5/2005	0	1	4/12/2006	2005-06-24	115.95	506.00	2/8/2006
'4505025	Make Ready	6/24/2005	0	1	3/21/2006	2005-06-24	115.95	264.00	2/8/2006
'4505027	Make Ready	9/19/2005	6	0	4/12/2006	2005-09-19	695.70	1,364.00	2/8/2006
'4505029	Make Ready	8/9/2005	5	49	6/21/2006	1958-08-09	6,261.30	20,099.00	3/16/2006
'4505031	Make Ready	8/26/2005	0	1	6/2/2006	2005-08-26	115.95	4,623.00	3/2/2006
'4505038	Make Ready	1/31/2006	2	0	4/5/2007	2006-01-31	231.90	438.00	2/7/2007
'4505040	Make Ready	1/31/2006	1	0	4/5/2007	2006-01-31	115.95	616.00	2/7/2007

PUBLIC VERSION

'4505042	Make Ready	1/31/2006	4	0	12/3/2007	2006-01-31	463.80	2,688.00	10/2/2007
'4505044	Make Ready	1/31/2006	7	0	2/14/2007	2006-01-31	811.65	1,371.00	12/5/2006
'4505048	Make Ready	1/31/2006	2	0	2/14/2007	2006-01-31	231.90	276.00	2/7/2007
'4505050	Make Ready	1/31/2006	2	0	9/25/2006	2006-01-31	231.90	1,142.00	6/30/2006
'4505052	Make Ready	1/31/2006	10	0	10/17/2006	2006-01-31	1,159.50	3,571.00	6/30/2006
'4505065	Make Ready	11/15/2005	0	16	4/25/2006	2005-11-07	1,855.20	10,277.00	3/2/2006
'4506002	Make Ready	2/24/2006	3	1	1/14/2009	2006-02-24	463.80	4480.00,3111.50	12/09/2009,07/10/2008
'4506004	Make Ready	6/19/2006	0	41	1/15/2012	2006-05-17	4,753.95	36,056.00	5/25/2011
'4508003	Make Ready	1/20/2009	8	0	10/4/2010	2009-01-20	927.60	4,773.00	8/21/2010
'4508026	Make Ready	8/25/2008	3	0	11/12/2009	2008-08-25	347.85	1,626.00	4/3/2009
'4508028	Make Ready	8/16/2008	5	0	6/30/2009	2008-08-16	579.75	1,630.00	4/9/2009
'4508048	Make Ready	1/22/2009	1	0	7/29/2010	2008-11-24	115.95	561.00	6/23/2010
'4508073	Make Ready	1/21/2009	1	0	10/4/2010	2009-03-20	115.95	1,031.00	8/21/2010
'4509019	Make Ready	9/21/2009	2	1	Cancelled by Applicant	2009-09-21	347.85		
'4511601	Make Ready	8/25/2011	1	0	5/3/2012	2011-08-15	115.95	1,450.00	1/24/2012
'4511619	Make Ready	8/25/2011	0	2	5/15/2012	2011-08-15	231.90	2,001.00	2/7/2012
'4511622	Make Ready	8/25/2011	0	1	3/22/2013	2011-08-15	115.95	1,115.00	1/24/2012
'4511632	Make Ready	8/29/2011	0	13	6/5/2012	2011-08-22	1,507.35	14,044.00	3/20/2012
'4511638	Make Ready	8/25/2011	0	2	3/29/2012	2011-08-15	231.90	719.00	1/24/2012
'4511640	Make Ready	8/25/2011	0	1	1/4/2012	2011-08-15	115.95	800.00	12/12/2011
'4511641	Make Ready	8/25/2011	1	1	4/10/2012	2011-08-15	231.90	1,917.00	1/24/2012
'4511642	Make Ready	8/25/2011	0	3	3/8/2012	2011-08-15	347.85	911.00	2/14/2012
'4511645	Make Ready	8/25/2011	0	2	2/21/2012	2011-08-15	231.90	641.00	1/24/2011
'4511646	Make Ready	8/25/2011	0	1	4/10/2012	2011-08-15	115.95	2,621.00	1/24/2012
'4511647	Make Ready	8/25/2011	0	7	1/19/2012	2011-08-15	811.65	3,913.00	12/6/2011
'4511649	Make Ready	8/23/2011	0	1	1/4/2012	2011-08-04	115.95	337.00	12/12/2011
'4511650	Make Ready	8/23/2011	0	8	9/5/2012	2011-08-04	927.60	7,126.00	7/9/2012
'4511651	Make Ready	8/23/2011	0	2	7/31/2012	2011-08-04	231.90	774.00	6/21/2012
'4511652	Make Ready	8/23/2011	0	2	7/12/2012	2011-08-04	231.90	635.00	6/13/2012
'4511654	Make Ready	8/23/2011	0	1	7/31/2012	2011-08-04	115.95	197.00	6/21/2012
'4511655	Make Ready	8/23/2011	0	1	9/5/2012	2011-08-04	115.95	329.00	6/21/2012
'4511657	Make Ready	8/23/2011	0	1	7/31/2012	2011-08-04	115.95	329.00	6/21/2012
'4511658	Make Ready	8/25/2011	0	2	10/25/2012	2011-08-12	231.90	519.00	6/21/2012
'4511660	Make Ready	8/23/2011	0	2	8/20/2012	2011-08-04	231.90	1,285.00	6/21/2012

PUBLIC VERSION

'4511661	Make Ready	8/23/2011	0	8	8/20/2012	2011-08-04	927.60	2,280.00	6/13/2012
'4511662	Make Ready	8/23/2011	0	3	8/27/2012	2011-08-04	347.85	2,525.00	3/20/2012
'4512111	Make Ready	1/22/2013	1	0	5/28/2013	2012-05-25	115.95	363.00	4/23/2013
'4512117	Make Ready	1/22/2013	1	0	6/24/2013	2012-10-09	115.95	361.00	4/19/2013
'4512124	Make Ready	1/22/2013	3	0	Cancelled Not Paid	2012-10-09	347.85	4,833.00	
'4512131	Make Ready	1/22/2013	1	0	10/21/2013	2012-10-09	115.95	1,219.00	4/19/2013
'4513113	Make Ready	11/13/2013	3	3	5/23/2014	2013-11-08	695.70	13,329.00	3/10/2014
'4513118	Make Ready	11/13/2013	14	0	6/24/2014	2013-11-08	1,623.30	16,806.00	4/22/2014
'4513120	Make Ready	11/13/2013	17	0	4/22/2014	2013-11-08	1,971.15	16,967.00	3/10/2014
'4513121	Make Ready	11/13/2013	2	0	6/11/2014	2013-11-08	231.90	1,061.00	3/11/2014
'4513122	Make Ready	11/13/2013	1	0	Cancelled Not Paid	2013-11-08	115.95	305.00	
'4513123	Make Ready	11/13/2013	0	7	6/24/2014	2013-11-08	811.65	10,069.00	3/10/2014
'4513128	Make Ready	11/13/2013	2	0	5/19/2014	2013-11-08	231.90	1,161.00	3/10/2014
'4513136	Make Ready	11/13/2013	1	0	7/28/2014	2013-11-08	115.95	442.00	3/11/2014
'4513161	Make Ready	11/13/2013	14	0	7/15/2014	2013-11-08	1,623.30	26,679.00	4/28/2014
'4513162	Make Ready	12/5/2013	0	2	5/30/2014	2013-12-05	231.90	2,027.00	1/22/2014
'4513169	Make Ready	12/5/2013	0	1	6/11/2014	2013-12-05	115.95	603.00	1/22/2014
'4513812	Make Ready	12/5/2013	3	0	6/11/2014	2013-12-05	347.85	908.00	1/22/2014
'4513813	Make Ready	12/5/2013	5	0	7/7/2014	2013-12-05	579.75	2057.00,3237.00	01/22/2014,02/10/2014
'4513814	Make Ready	12/5/2013	6	0	6/24/2014	2013-12-05	695.70	16,335.00	3/10/2014
'4514101	Make Ready	7/8/2014	0	2	2/18/2015	2014-07-08	271.90	381.00	
'4514102	Make Ready	7/8/2014	0	7	Cancelled by Applicant	2014-07-09	951.65	5,556.00	
'8509324	Make Ready	8/26/2009	2	0	Cancelled by Applicant	2009-08-21	231.90		
'8512169	Make Ready	2/25/2013	1	0	8/5/2013	2013-02-25	115.95	826.00	5/6/2013
'8512171	Make Ready	2/25/2013	2	0	9/26/2013	2013-02-25	231.90	1,188.00	5/6/2013
'8512172	Make Ready	2/25/2013	2	1	8/12/2013	2013-02-25	347.85	1,521.00	5/6/2013
'8512173	Make Ready	2/25/2013	1	0	7/8/2013	2013-02-25	115.95	467.00	5/6/2013
'8513109	Make Ready	12/31/2013	1	0	3/6/2014	2013-04-29	115.95	257.00	1/28/2014
'8514108	Make Ready	1/27/2014	5	0	12/5/2014	2014-01-27	679.75	7,371.00	3/26/2014
'8514119	Make Ready	8/28/2014	1	0	11/20/2014	2014-08-28	135.95	446.00	10/1/2014
'8514421	Make Ready	9/8/2014	1	0	11/20/2014	2014-09-08	135.95	566.00	10/9/2014
'8514425	Make Ready	1/30/2015	5	0	Cancelled by Applicant	2015-01-30	679.75		
'4205001	Non-Make Ready	4/15/2005	12	0	4/20/2005	2005-04-15	95.40		
'4205003	Non-Make Ready	5/27/2005	10	0	6/1/2005	2005-05-27	79.50		

PUBLIC VERSION

'4205004	Non-Make Ready	5/27/2005	5	0	6/1/2005	2005-05-27	39.75		
'4205006	Non-Make Ready	5/27/2005	0	50	6/6/2005	2005-05-27	397.50		
'4205007	Non-Make Ready	5/27/2005	0	92	6/6/2005	2005-05-27	731.40		
'4205008	Non-Make Ready	10/14/2005	10	0	10/19/2005	2005-10-14	79.50		
'4205009	Non-Make Ready	10/14/2005	10	0	10/19/2005	2005-10-14	79.50		
'4205010	Non-Make Ready	2/1/2006	8	0	2/13/2006	2006-01-30	63.60		
'4205011	Non-Make Ready	2/1/2006	11	0	2/13/2006	2006-01-30	87.45		
'4206001	Non-Make Ready	2/1/2006	6	0	2/13/2006	2006-01-30	47.70		
'4206002	Non-Make Ready	2/1/2006	4	0	2/13/2006	2006-01-30	31.80		
'4206004	Non-Make Ready	2/27/2006	4	0	3/13/2006	2006-02-27	31.80		
'4206006	Non-Make Ready	8/10/2006	8	0	8/24/2006	2006-08-10	63.60		
'4206007	Non-Make Ready	7/19/2006	10	0	7/25/2006	2006-07-19	79.50		
'4206008	Non-Make Ready	7/19/2006	5	0	7/25/2006	2006-07-19	39.75		
'4206009	Non-Make Ready	9/18/2006	5	0	10/2/2006	2006-09-18	39.75		
'4206010	Non-Make Ready	11/20/2006	10	0	11/28/2006	2006-11-20	79.50		
'4206011	Non-Make Ready	11/21/2006	8	8	11/21/2006	2006-11-27	127.20		
'4206013	Non-Make Ready	1/17/2007	13	0	1/18/2007	2007-01-17	103.35		
'4207001	Non-Make Ready	4/23/2007	16	0	5/9/2007	2007-04-24	127.20		
'4207002	Non-Make Ready	5/9/2007	10	0	5/9/2007		79.50		
'4207003	Non-Make Ready	8/1/2007	10	0	8/6/2007	2007-08-01	79.50		
'4207004	Non-Make Ready	4/30/2007	15	0	5/16/2007	2007-05-02	119.25		
'4207005	Non-Make Ready	8/22/2007	21	0	9/5/2007	2007-08-22	166.95		
'4207006	Non-Make Ready	1/29/2008	10	0	2/7/2008	2008-01-29	79.50		
'4208001	Non-Make Ready	3/25/2008	0	7	4/1/2008	2008-03-25	55.65		
'4208002	Non-Make Ready	3/25/2008	1	24	4/1/2008	2008-03-25	198.75		
'4208003	Non-Make Ready	6/4/2008	9	0	6/4/2008	2008-06-04	71.55		
'4208004	Non-Make Ready	9/8/2008	20	0	9/22/2008		159.00		
'4208006	Non-Make Ready	10/13/2008	14	0	10/20/2008	2008-10-13	111.30		
'4208007	Non-Make Ready	1/13/2009	8	0	1/14/2009	2008-12-12	63.60		
'4209001	Non-Make Ready	4/23/2009	10	0	4/27/2009	2009-04-23	79.50		
'4209002	Non-Make Ready	3/29/2010	21	0	3/31/2010	2009-08-18	166.95		
'4209004	Non-Make Ready	3/29/2010	7	0	3/31/2010	2009-11-30	55.65		
'4209007	Non-Make Ready	3/29/2010	6	0	3/31/2010	2009-12-10	47.70		
'4210001	Non-Make Ready	7/22/2010	6	0	7/26/2010	2010-07-20	47.70		

'4210002	Non-Make Ready	7/27/2010	2	1	7/29/2010	2010-07-20	23.85		
'4210003	Non-Make Ready	7/22/2010	0	6	7/26/2010	2010-07-20	47.70		
'4210004	Non-Make Ready	7/22/2010	0	17	7/26/2010	2010-07-20	135.15		
'4210005	Non-Make Ready	7/22/2010	0	5	7/26/2010	2010-07-20	39.75		
'4210006	Non-Make Ready	7/22/2010	0	3	7/26/2010	2010-07-20	23.85		
'4210007	Non-Make Ready	7/22/2010	3	27	7/26/2010	2010-07-20	238.50		
'4210008	Non-Make Ready	7/22/2010	0	15	7/26/2010	2010-07-20	119.25		
'4210009	Non-Make Ready	11/19/2010	0	18	11/30/2010	2010-11-19	143.10		
'4210011	Non-Make Ready	10/5/2010	22	0	10/8/2010	2010-10-05	174.90		
'4210012	Non-Make Ready	10/5/2010	15	0	10/8/2010	2010-10-05	119.25		
'4210013	Non-Make Ready	10/22/2010	25	0	11/1/2010	2010-10-22	198.75		
'4211002	Non-Make Ready	3/11/2011	20	0	3/17/2011	2011-03-10	159.00		
'4211004	Non-Make Ready	7/28/2011	0	17	8/4/2011	2011-07-28	135.15		
'4211005	Non-Make Ready	9/9/2011	0	17	9/22/2011	2011-09-09	135.15		
'4212002	Non-Make Ready	6/29/2012	0	5	7/10/2012	2012-05-09	39.75		
'4212003	Non-Make Ready	9/18/2012	0	3	9/24/2012	2012-07-27	23.85		
'4212004	Non-Make Ready	7/11/2012	1	10	7/17/2012	2012-05-09	87.45		
'4212005	Non-Make Ready	8/15/2012	0	5	8/23/2012	2012-08-15	39.75		
'4212006	Non-Make Ready	10/9/2012	0	6	10/16/2012	2012-08-15	47.70		
'4212008	Non-Make Ready	12/17/2012	0	15	12/17/2012	2012-12-13	119.25		
'4212009	Non-Make Ready	1/3/2013	0	5	1/7/2013	2012-12-13	39.75		
'4212010	Non-Make Ready	12/17/2012	16	0	12/17/2012	2012-12-13	127.20		
'4213001	Non-Make Ready	2/27/2014	4	0	2/27/2014	2013-10-03	31.80		
'4213003	Non-Make Ready	10/28/2013	284	0	10/28/2013	2013-10-28	2,257.80		
'4213006	Non-Make Ready	3/3/2014	0	13	3/4/2014	2014-03-03	103.35		
'4213007	Non-Make Ready	3/4/2014	0	7	3/4/2014	2014-03-03	55.65		
'4214001	Non-Make Ready	3/4/2014	0	10	3/13/2014	2014-03-01	79.50		
'4214002	Non-Make Ready	3/4/2014	0	7	3/13/2014	2014-03-01	55.65		
'4214003	Non-Make Ready	3/4/2014	7	0	3/13/2014	2014-03-01	55.65		
'4214004	Non-Make Ready	3/4/2014	0	11	3/13/2014	2014-03-01	87.45		
'4214005	Non-Make Ready	3/4/2014	3	1	3/13/2014	2014-03-01	31.80		
'4214006	Non-Make Ready	3/4/2014	0	14	3/13/2014	2014-03-01	111.30		
'4214201	Non-Make Ready	6/9/2014	70	0	6/9/2014	2014-05-05	1,487.45		
'4214202	Non-Make Ready	7/25/2014	32	0	7/25/2014	2014-05-05	691.35		

PUBLIC VERSION

'4505002	Non-Make Ready	5/9/2005	80	0	5/23/2005	2005-05-09	636.00		
'4505004	Non-Make Ready	7/22/2005	260	1	7/27/2005	2005-07-22	2,074.95		
'4505006	Non-Make Ready	7/22/2005	319	0	7/27/2005	2005-07-22	2,536.05		
'4505008	Non-Make Ready	7/22/2005	297	0	7/27/2005	2005-07-22	2,361.15		
'4505010	Non-Make Ready	7/22/2005	205	0	7/27/2005	2005-07-22	1,629.75		
'4505012	Non-Make Ready	7/22/2005	316	0	7/27/2005	2005-07-22	2,512.20		
'4505014	Non-Make Ready	7/22/2005	297	0	7/28/2005	2005-07-22	2,361.15		
'4505016	Non-Make Ready	7/22/2005	325	0	7/27/2005	2005-07-22	2,583.75		
'4505018	Non-Make Ready	5/9/2005	2	12	5/17/2005	2005-05-09	111.30		
'4505020	Non-Make Ready	9/9/2005	196	1	9/13/2005	2005-08-26	1,566.15		
'4505026	Non-Make Ready	9/19/2005	54	0	9/27/2005	2005-09-19	429.30		
'4505028	Non-Make Ready	8/9/2005	78	253	8/23/2005	2005-08-09	2,631.45		
'4505030	Non-Make Ready	8/26/2005	1	0	8/29/2005	2005-08-26	7.95		
'4505032	Non-Make Ready	8/25/2005	2	0	8/29/2005	2005-08-25	15.90		
'4505035	Non-Make Ready	1/31/2006	322	0	2/13/2006	2006-01-31	2,559.90		
'4505037	Non-Make Ready	1/31/2006	341	0	2/13/2006	2006-01-31	2,710.95		
'4505039	Non-Make Ready	1/31/2006	353	0	2/14/2006	2006-01-31	2,806.35		
'4505041	Non-Make Ready	1/31/2006	332	0	2/13/2006	2006-01-31	2,639.40		
'4505043	Non-Make Ready	1/31/2006	389	0	2/13/2006	2006-01-31	3,092.55		
'4505047	Non-Make Ready	1/31/2006	114	0	2/13/2006	2006-01-31	906.30		
'4505049	Non-Make Ready	1/31/2006	117	0	2/14/2006	2006-01-31	930.15		
'4505051	Non-Make Ready	1/31/2006	236	0	2/13/2006		1,876.00		
'4505055	Non-Make Ready	12/5/2005	15	2	12/5/2005	2005-12-05	135.15		
'4505056	Non-Make Ready	12/5/2005	7	0	12/5/2005	2005-12-05	55.65		
'4505057	Non-Make Ready	12/5/2005	0	3	12/5/2005	2005-12-05	23.85		
'4505066	Non-Make Ready	12/27/2005	33	12	1/3/2006	2005-12-27	357.75		
'4506001	Non-Make Ready	2/24/2006	1	0	3/7/2006	2006-02-24	7.95		
'4506003	Non-Make Ready	3/16/2006	2	69	3/28/2006	2006-03-10	564.45		
'4506007	Non-Make Ready	6/13/2006	2	0	6/19/2006		15.90		
'4506010	Non-Make Ready	7/1/2006	30	0	7/3/2006	2006-07-01	238.50		
'4506011	Non-Make Ready	7/1/2006	20	0	7/3/2006	2006-07-01	159.00		
'4507001	Non-Make Ready	3/19/2007	0	18	3/19/2007	2007-03-19	143.10		
'4507003	Non-Make Ready	1/31/2008	7	1	1/31/2008	2008-03-24	63.60		
'4507005	Non-Make Ready	1/31/2008	15	1	1/31/2008	2007-12-17	127.20		

PUBLIC VERSION

'4507006	Non-Make Ready	1/31/2008	12	1	1/31/2008	2008-03-24	103.35		
'4507007	Non-Make Ready	1/31/2008	2	0	1/31/2008	2008-04-15	15.90		
'4507008	Non-Make Ready	1/31/2008	3	5	1/31/2008	2008-04-15	63.60		
'4507009	Non-Make Ready	4/15/2008	328	0	4/15/2008	2008-04-15	2,607.60		
'4507012	Non-Make Ready	1/31/2008	417	5	1/31/2008	2008-04-15	3,354.90		
'4507029	Non-Make Ready	4/15/2008	206	0	4/15/2008	2007-12-17	1,637.70		
'4507038	Non-Make Ready	4/15/2008	171	0	4/15/2008	2007-12-17	1,359.45		
'4507041	Non-Make Ready	4/15/2008	750	0	4/15/2008	2008-04-15	5,962.50		
'4508001	Non-Make Ready	4/15/2008	216	0	4/15/2008	2008-04-15	1,717.20		
'4508002	Non-Make Ready	1/26/2009	553	0	1/29/2009	2008-12-22	4,396.35		
'4508005	Non-Make Ready	1/31/2008	7	1	1/31/2008	2007-12-17	63.60		
'4508006	Non-Make Ready	1/31/2008	13	2	1/31/2008	2007-12-07	119.25		
'4508007	Non-Make Ready	3/24/2008	4	1	3/24/2008	2008-03-24	39.75		
'4508008	Non-Make Ready	1/31/2008	4	1	1/31/2008	2007-12-07	39.75		
'4508009	Non-Make Ready	1/31/2008	4	1	1/31/2008	2007-12-17	39.75		
'4508010	Non-Make Ready	4/15/2008	6	1	4/15/2008	2007-12-17	55.65		
'4508011	Non-Make Ready	4/15/2008	1	1	4/15/2008	2007-12-17	15.90		
'4508012	Non-Make Ready	4/15/2008	3	1	4/15/2008	2007-12-07	31.80		
'4508013	Non-Make Ready	4/15/2008	3	1	4/15/2008	2007-12-17	31.80		
'4508014	Non-Make Ready	4/15/2008	2	1	4/15/2008	2007-12-17	23.85		
'4508015	Non-Make Ready	4/15/2008	4	1	4/15/2008	2007-12-17	39.75		
'4508016	Non-Make Ready	4/15/2008	10	2	4/15/2008	2007-12-07	95.40		
'4508017	Non-Make Ready	7/28/2008	4	1	8/6/2008	2009-03-20	39.75		
'4508018	Non-Make Ready	5/24/2008	7	1	5/24/2008	2008-05-24	63.60		
'4508019	Non-Make Ready	5/24/2008	6	1	5/24/2008	2008-05-24	55.65		
'4508020	Non-Make Ready	5/24/2008	2	1	5/24/2008	2008-05-24	23.85		
'4508021	Non-Make Ready	5/24/2008	2	1	5/24/2008	2008-05-24	23.85		
'4508022	Non-Make Ready	5/24/2008	3	1	5/24/2008	2008-05-24	31.80		
'4508023	Non-Make Ready	1/21/2009	1425	0	1/30/2009	2008-05-01	11,328.75		
'4508025	Non-Make Ready	8/16/2008	15	1	8/25/2008	2008-08-16	127.20		
'4508027	Non-Make Ready	8/16/2008	84	0	8/16/2008	2008-08-16	667.80		
'4508030	Non-Make Ready	1/30/2009	5	1	1/30/2009	2008-12-29	47.70		
'4508031	Non-Make Ready	1/30/2009	6	1	1/31/2009	2008-12-29	55.65		
'4508032	Non-Make Ready	1/30/2009	3	1	1/31/2009	2008-12-29	31.80		

'4508033	Non-Make Ready	5/29/2009	2	1	6/10/2009	2008-12-29	23.85		
'4508034	Non-Make Ready	12/29/2008	3	1	1/5/2009	2008-12-29	31.80		
'4508036	Non-Make Ready	1/22/2009	14	1	1/29/2009	2008-12-29	119.25		
'4508039	Non-Make Ready	5/29/2009	4	1	6/10/2009	2008-11-04	39.75		
'4508042	Non-Make Ready	1/30/2009	4	1	1/31/2009	2008-11-24	39.75		
'4508043	Non-Make Ready	12/29/2008	5	1	1/5/2009	2008-11-24	47.70		
'4508044	Non-Make Ready	12/29/2008	4	1	1/5/2009	2008-11-24	39.75		
'4508046	Non-Make Ready	1/22/2009	98	5	1/29/2009	2008-12-29	818.85		
'4508050	Non-Make Ready	1/22/2009	2	1	1/29/2009	2008-11-24	23.85		
'4508051	Non-Make Ready	1/22/2009	2	1	1/29/2009	2008-11-24	23.85		
'4508052	Non-Make Ready	1/22/2009	5	1	1/29/2009	2008-11-24	47.70		
'4508053	Non-Make Ready	1/22/2009	2	1	1/29/2009	2008-11-24	23.85		
'4508054	Non-Make Ready	1/22/2009	5	1	1/29/2009	2008-11-24	47.70		
'4508055	Non-Make Ready	1/22/2009	8	1	1/29/2009	2008-11-24	71.55		
'4508056	Non-Make Ready	1/22/2009	8	1	1/29/2009	2008-11-24	71.55		
'4508057	Non-Make Ready	1/22/2009	10	1	1/29/2009	2008-11-24	87.45		
'4508058	Non-Make Ready	1/22/2009	9	1	1/29/2009	2008-01-24	79.50		
'4508061	Non-Make Ready	5/29/2009	3	1	6/10/2009	2009-01-07	31.80		
'4508062	Non-Make Ready	1/30/2009	4	1	1/31/2009	2009-01-07	39.75		
'4508063	Non-Make Ready	5/1/2009	2567	0	5/13/2009	2008-12-02	20,407.65		
'4508066	Non-Make Ready	1/28/2009	1	1	1/30/2009	2009-11-10	15.90		
'4508067	Non-Make Ready	11/10/2009	2	1	12/2/2009	2009-11-10	23.85		
'4508070	Non-Make Ready	9/21/2009	1	0	Cancelled by Applicant	2009-11-10	7.95		
'4508072	Non-Make Ready	1/28/2009	3	0	1/30/2009	2009-11-10	23.85		
'4509001	Non-Make Ready	8/22/2009	2	2	8/31/2009	2009-08-22	31.80		
'4509002	Non-Make Ready	5/4/2009	61	1	5/12/2009	2009-05-04	492.90		
'4509006	Non-Make Ready	11/25/2009	77	0	12/1/2009	2009-11-13	612.15		
'4509007	Non-Make Ready	11/25/2009	148	0	12/2/2009	2009-11-13	1,176.60		
'4509014	Non-Make Ready	3/4/2010	1	1	3/10/2010	2010-03-04	15.90		
'4509021	Non-Make Ready	3/19/2010	300	0	3/25/2010	2010-03-19	2,385.00		
'4509022	Non-Make Ready	1/4/2010	310	0	1/7/2010	0110-01-04	2,464.50		
'4510010	Non-Make Ready	8/2/2010	103	0	8/13/2010	2010-08-02	818.85		
'4511002	Non-Make Ready	1/18/2012	2	1	1/30/2012	2012-01-18	23.85		
'4511004	Non-Make Ready	1/18/2012	1	2	1/30/2012	2012-01-18	23.85		

PUBLIC VERSION

'4511005	Non-Make Ready	1/18/2012	2	6	1/30/2012	2012-01-18	63.60		
'4511006	Non-Make Ready	1/16/2012	34	8	1/30/2012	2012-01-16	333.90		
'4511009	Non-Make Ready	1/17/2012	5	2	1/30/2012	2012-01-17	55.65		
'4511010	Non-Make Ready	1/18/2012	3	1	1/30/2012	2012-01-18	31.80		
'4511011	Non-Make Ready	1/18/2012	683	0	1/30/2012	2012-01-18	5,429.85		
'4511012	Non-Make Ready	1/18/2012	3	8	1/30/2012	2012-01-18	87.45		
'4511017	Non-Make Ready	2/14/2012	2	1	2/27/2012	2012-02-14	23.85		
'4511501	Non-Make Ready	8/25/2011	1	1	8/29/2011	2011-08-15	15.90		
'4511502	Non-Make Ready	8/23/2011	2	0	8/24/2011	2011-08-02	15.90		
'4511503	Non-Make Ready	8/23/2011	12	1	8/24/2011	2011-08-02	103.35		
'4511507	Non-Make Ready	8/23/2011	3	1	8/24/2011	2011-08-02	31.80		
'4511509	Non-Make Ready	8/23/2011	9	2	8/24/2011	2011-08-02	87.45		
'4511510	Non-Make Ready	8/23/2011	3	1	8/24/2011	2011-08-02	31.80		
'4511511	Non-Make Ready	8/23/2011	5	1	8/24/2011	2011-08-02	47.70		
'4511512	Non-Make Ready	11/30/2011	1	1	12/1/2011	2012-01-18	15.90		
'4511513	Non-Make Ready	11/10/2011	2	1	11/14/2011	2011-11-10	23.85		
'4511514	Non-Make Ready	8/23/2011	2	1	8/24/2011	2011-08-02	23.85		
'4511515	Non-Make Ready	8/23/2011	2	1	8/24/2011	2011-08-02	23.85		
'4511516	Non-Make Ready	11/10/2011	1	1	11/14/2011	2011-11-10	15.90		
'4511520	Non-Make Ready	8/23/2011	2	1	8/24/2011	2011-08-02	23.85		
'4511521	Non-Make Ready	8/23/2011	15	1	8/24/2011	2011-08-02	127.20		
'4512010	Non-Make Ready	5/1/2012	2	1	5/3/2012	2012-05-25	23.85		
'4512017	Non-Make Ready	1/22/2013	2	0	1/28/2013	2012-10-09	15.90		
'4512020	Non-Make Ready	1/22/2013	4	1	1/28/2013	2012-09-28	39.75		
'4512021	Non-Make Ready	1/15/2013	4	1	1/15/2013	2013-01-15	39.75		
'4512022	Non-Make Ready	1/22/2013	3	1	1/28/2013	2012-09-28	31.80		
'4512023	Non-Make Ready	9/28/2012	3	1	10/8/2012	2012-09-28	31.80		
'4512024	Non-Make Ready	1/22/2013	3	1	1/28/2013	2012-10-08	31.80		
'4512025	Non-Make Ready	1/22/2013	1	3	1/28/2013	2012-09-28	31.80		
'4512026	Non-Make Ready	9/28/2012	5	0	10/8/2012	2012-09-28	39.75		
'4512027	Non-Make Ready	1/22/2013	1	1	1/28/2013	2012-09-28	15.90		
'4512028	Non-Make Ready	9/28/2012	7	1	10/8/2012	2012-09-28	63.60		
'4512031	Non-Make Ready	1/22/2013	7	1	1/28/2013	2012-10-09	63.60		
'4512034	Non-Make Ready	1/15/2013	3	3	1/15/2013	2013-01-15	47.70		

PUBLIC VERSION

'4513009	Non-Make Ready	3/26/2013	40	12	3/26/2013	2013-03-26	413.40		
'4513014	Non-Make Ready	11/13/2013	2	5	11/13/2013	2013-11-08	55.65		
'4513015	Non-Make Ready	11/8/2013	2	0	11/13/2013	2013-11-08	15.90		
'4513016	Non-Make Ready	11/13/2013	3	1	11/13/2013	2013-11-13	31.80		
'4513018	Non-Make Ready	11/13/2013	2	0	11/13/2013	2013-11-08	15.90		
'4513028	Non-Make Ready	11/13/2013	5	0	11/13/2013	0213-11-13	39.75		
'4513030	Non-Make Ready	11/13/2013	4	1	11/13/2013	2013-11-13	39.75		
'4513031	Non-Make Ready	11/13/2013	4	1	11/13/2013	2013-11-13	39.75		
'4513032	Non-Make Ready	11/13/2013	2	1	11/13/2013	2013-11-13	23.85		
'4513033	Non-Make Ready	11/13/2013	4	1	11/13/2013	2013-11-13	39.75		
'4513034	Non-Make Ready	11/13/2013	1	1	11/13/2013	2013-11-13	15.90		
'4513038	Non-Make Ready	11/13/2013	7	1	11/13/2013	2013-11-13	63.60		
'4513039	Non-Make Ready	11/8/2013	1	8	11/13/2013	2013-11-08	71.55		
'4513040	Non-Make Ready	11/8/2013	1	1	11/13/2013	2013-11-08	15.90		
'4513049	Non-Make Ready	11/8/2013	2	1	11/13/2013	2013-11-08	23.85		
'4513061	Non-Make Ready	11/13/2013	269	0	11/13/2013	2013-11-08	2,138.55		
'4513063	Non-Make Ready	11/8/2013	6	1	11/13/2013	2013-11-08	55.65		
'4513069	Non-Make Ready	11/8/2013	2	0	11/13/2013	2013-11-08	15.90		
'4513071	Non-Make Ready	11/8/2013	8	1	11/13/2013	2013-11-08	71.55		
'4513073	Non-Make Ready	11/8/2013	2	3	11/13/2013	2013-11-08	39.75		
'4513074	Non-Make Ready	11/8/2013	2	1	11/13/2013	2013-11-08	23.85		
'4513702	Non-Make Ready	11/8/2013	1321	0	11/13/2013	2013-11-08	10,501.95		
'4513703	Non-Make Ready	11/8/2013	659	0	11/13/2013	2013-11-08	5,239.05		
'4513712	Non-Make Ready	11/8/2013	65	0	11/13/2013	2013-11-08	516.75		
'4513713	Non-Make Ready	11/8/2013	973	0	11/13/2013	2013-11-08	7,735.35		
'4513714	Non-Make Ready	11/8/2013	87	0	11/13/2013	2013-11-08	691.65		
'4907011	Non-Make Ready	1/31/2008	38	2	1/31/2008	2008-01-03	318.00		
'4909005	Non-Make Ready	7/6/2009	11	1	7/15/2009	2009-07-06	95.40		
'4910009	Non-Make Ready	1/27/2011	1	1	2/9/2011	2011-01-27	15.90		
'8509224	Non-Make Ready	8/26/2009	4	0	8/31/2009	2009-08-21	31.80		
'8512069	Non-Make Ready	2/25/2013	6	0	3/11/2013	2013-02-25	47.70		
'8512070	Non-Make Ready	2/25/2013	25	0	3/11/2013	2013-02-25	198.75		
'8512071	Non-Make Ready	2/25/2013	22	0	3/11/2013	2013-02-25	174.90		
'8512072	Non-Make Ready	2/25/2013	0	1	3/11/2013	2013-02-25	7.95		

PUBLIC VERSION

'8512073	Non-Make Ready	2/25/2013	7	0	3/11/2013	2013-02-25	55.65		
'8513009	Non-Make Ready	12/31/2013	1	18	1/13/2014	2013-04-29	151.05		
'8513012	Non-Make Ready	9/12/2013	20	0	9/22/2013	2013-09-12	159.00		
'8513018	Non-Make Ready	9/12/2013	9	0	9/22/2013	2013-09-12	71.55		
'8514008	Non-Make Ready	1/27/2014	16	0	1/30/2014	2014-01-27	335.20		
'8514019	Non-Make Ready	8/28/2014	48	0	8/29/2014	2014-08-28	1,005.60		
'8514321	Non-Make Ready	9/8/2014	9	0	9/10/2014	2014-09-08	188.55		
'8514325	Non-Make Ready	1/30/2015	17	0	2/5/2015	2015-01-30	356.15		
'8514330	Non-Make Ready	1/30/2015	4	2	2/5/2015	2015-01-30	125.70		
			18418	1250					

PUBLIC VERSION

Reply Exhibit 7

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

VERIZON FLORIDA LLC,	*	
	*	
Complainant,	*	
	*	**Docket No. 15-73**
v.	*	**File No. EB-15-MD-002**
	*	
FLORIDA POWER AND LIGHT COMPANY,	*	**Related to**
	*	**Docket No. 14-216**
	*	**File No. EB-14-MD-003**
Respondent.	*	
	*	

FLORIDA POWER AND LIGHT COMPANY'S
AMENDED OBJECTIONS AND RESPONSES TO
VERIZON FLORIDA LLC'S REQUESTS FOR PRODUCTION OF DOCUMENTS[1]

Florida Power and Light Company ("FPL") responds to Verizon Florida's Requests for the Production of Documents subject to the following general objections:

(a) FPL hereby reserves any objections it may have to the admission in evidence of the information provided herein on the grounds of materiality, relevancy or other proper grounds for objection.

(b) The information provided herein is not based solely on the knowledge of FPL, but includes knowledge of FPL's agents, representatives and attorneys, unless privileged.

(c) The word usage and sentence structure of the responses may be that of the attorney assisting FPL and thus does not necessarily purport to be the precise language of FPL.

(d) FPL hereby reserves all objections to the extent the requests exceed those permissible under the rules or seek inquiry not permissible under the rules.

[1] An objection has been amended only where specifically designated as an "Amended Objection."

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Joint use agreements, pole license agreements, pole attachment agreements, and pole rental agreements entered by FPL with entities other than governmental entities, including all amendments to those agreements, that are currently operative or were entered into since 2000.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. These grounds include, but are not limited to, that the request seeks other joint use agreements although such agreements have no bearing on the agreement or relationship between FPL and Verizon. Subject to and without waiving the forgoing objections, FPL will provide responsive pole attachment agreements.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 1."

2. All documents governing FPL's relationship with "FPL's designated pole attachment contractor" referenced on page 15 of FPL's Response, including all agreements with "FPL's designated pole attachment contractor" and all amendments to those agreements, and all documents concerning amounts FPL paid to or received from its "designated pole attachment contractor."

RESPONSE:

Please see the attached documents labeled as responsive to "Document Production No. 2."

3. To the extent that Alpine Communications Corporation is not "FPL's designated pole attachment contractor" referenced on page 15 of FPL's Response, all documents governing FPL's relationship with Alpine Communication Corporation, including all agreements with Alpine Communications Corporation and all amendments to those agreements, and all documents concerning amounts FPL paid to or received from Alpine Communications Corporation.

RESPONSE:

FPL states that there are no documents that are responsive to this Request.

4. All documents concerning FPL's cost for installing a utility pole, including all documents concerning the statement on page 10 of FPL's Response that "[t]he fully allocated cost of installing a single pole, ranges from $500 to 1,000" and all documents concerning the estimated figures for "the bare cost of installing a pole today" that appear at paragraph 18 of Mr. Kennedy's Declaration.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 4."

5. All documents concerning the statement at paragraph 9 of Mr. Spain's Declaration that "the average cost in 2015 dollars of an installed distribution pole (as accounted for in account 364 and net of a 15% appurtenances factor) is $586.41" and all documents concerning the statement at page 26 of the Response and paragraph 32 of Mr. Kennedy's Declaration that "FPL's actual 2014 costs and the FCC's pole attachment formula" result in a net investment per distribution pole of $586, a 4.61% O&M factor, and a 1.27% A&G factor.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 5."

6. All documents concerning FPL's cost for relocating a utility pole, including all documents concerning the statement at page 23 of the Response and paragraph 22 of Mr. Kennedy's Declaration that the "relocation of just one pole costs between $500 and $1,000."

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." This request is also not reasonably limited in

time and thus would cover thousands of relocations. Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 4."

7. All documents concerning the statement at paragraph 19 of Mr. Kennedy's Declaration that "FPL relocates between 50 and 500 FPL poles per year," including all documents concerning the reason for the relocation and FPL's coordination with Verizon regarding pole relocations and replacements.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." This request is also not reasonably limited in time and thus would cover thousands of relocations. Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 7."

8. All documents concerning FPL's invoicing and collection of "initial," application," "permit," "permitting," and "inspection" fees from CLECs and cable companies as referenced on page 14 of FPL's Response and paragraphs 9 and 14 of Mr. Kennedy's Declaration,

including all documents concerning FPL's invoicing and collection of the $13 "inspection fee" and the $20.95 and $135.95 "permit," "permitting," and "application" fees referenced at paragraphs 9 and 14 of Mr. Kennedy's Declaration.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." This request is also not reasonably limited in time and thus would cover thousands of transactions. Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 8."

9. All documents concerning FPL's invoicing and collection of "rates of $45 to $65 per hour and . . . fees ranging from $7.95 to $13 per pole" from CLECs and cable companies for "work with FPL's designated pole attachment contractor" as referenced on page 15 of FPL's Response and at paragraph 20 of Mr. Kennedy's Declaration.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 9."

10. All documents concerning FPL's invoicing and collection of make-ready and engineering costs from CLECs and cable companies, including all documents concerning the statement at paragraph 11 of Mr. Kennedy's Declaration that "FPL estimates current engineering overheads costs to range from $100-$150 per pole installed."

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." This request is also not reasonably limited in time and thus would cover thousands of transactions. Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 10."

11. All documents concerning FPL's invoicing and collection of pole replacement costs from CLECs and cable companies, including all documents concerning the statement at paragraph 13 of Mr. Kennedy's Declaration that the "typical FPL make-ready charge to a third party applicant for the replacement of an FPL distribution pole with a taller stronger distribution pole is approximately $4,390 in today's dollars."

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." This request is also not reasonably limited in time and thus would cover thousands of transactions. Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 11."

12. All documents concerning the statement at paragraph 12 of Mr. Kennedy's Declaration that the "incremental cost to install a pole 100 inches taller than required by FPL is $294.71 on a feeder pole and $125.87 on a lateral pole, not including overhead or administrative and general ("A&G") costs," including all documents concerning the figures in footnotes 1 and 2.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 4."

13. All documents concerning the statement at paragraph 12 of Mr. Kennedy's Declaration that "FPL and Verizon may have negotiated a 50% pole ownership cost split, which today would run Verizon approximately $300 to $500 (excluding A&G) per pole."

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 4."

14. All documents concerning the statement on page 17 of FPL's Response that "Verizon's attachments require more space than their competitors due to sag."

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 14."

15. All documents concerning FPL's decision "in certain circumstances" to "decline to expand capacity to accommodate attachers" as referenced on page 18 of FPL's Response.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." This request is also not reasonably limited with respect to time or attaching entities. Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 15."

16. All documents concerning the cost incurred by FPL to negotiate and obtain easements or rights-of-way that authorize Verizon's use of an FPL-owned pole but not a CLEC or cable company's use of the FPL-owned pole, including all copies of the easements and rights-of-way.

AMENDED OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." and also that FPL has no duty to create documents where none exist in the ordinary course of business. In addition, it is simply not possible to review the innumerable easements in FPL's property records and provide all such easements responsive to this request. Moreover, the easements and rights-of-way responsive to

this request are available from a public source, and Verizon can independently obtain them via a public records search in Manatee, Charlotte and Sarasota Counties. Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 16." In addition, FPL is continuing its review of potentially responsive documents and will further supplement its response as necessary.

17. All documents concerning poles abandoned by FPL, including all documents concerning notice to Verizon of FPL's intent to abandon the pole and all documents concerning ownership of the pole after it was abandoned by FPL.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." In addition, FPL objects because such documents have previously been provided to Verizon. Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 17."

18. All documents concerning FPL's invoicing and collection of pole bonding costs from CLECs and cable companies, including all documents concerning the statement on page 22 of FPL's Response and at paragraph 23 of Mr. Kennedy's Declaration that "pole bonding costs approximately $200 per pole," and all documents concerning the estimate at paragraph 23 of Mr. Kennedy's Declaration that "there are bonds on one-fourth of the joint use poles Verizon and FPL share."

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 18."

19. All documents concerning FPL's invoicing and collection of unauthorized attachment fees from CLECs and cable companies.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." This request is also not reasonably limited

with respect to time or attaching entities. Subject to and without waiving the foregoing objections, FPL will provide a response reflecting a reasonable set of documents.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 19."

20. All documents concerning FPL's invoicing and collection of annual pole rent from CLECs and cable companies as referenced on page 24 of FPL's Response, including all documents concerning the date of the invoice, the rental rate invoiced, the date of payment, and the amount paid.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Documents evidencing the details of FPL's invoices to and payments from attachers are unnecessary in this matter, particularly because Verizon has asked for the amounts charged and paid in interrogatories. This request is also not reasonably limited with respect to time or attaching entities. FPL will therefore not be providing a substantive response to this request.

RESPONSE:

Subject to and without waiving the forgoing objections, FPL states that there are no documents that are responsive to this Request.

21. All documents concerning FPL's calculation of the rental rate under the Joint Use Agreement, including all documents concerning the components of the rental rate, the figures appearing in the table at Attachment C to Exhibit G of the Response, and the methodology used.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." In addition, FPL objects on the basis that such documents were previously produced to Verizon in the state court litigation.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 21."

22. All documents concerning the calculation of the $9.31, $9.78, $11.54, $14.11, $14.29, $14.83, $17.49, $19.78, $21.65, $23.08, $29.97, $34.98, $45.45, $46.16, and $69.96 rates referenced on pages 29 and 43 of FPL's Response and at paragraphs 25 and 26 of Mr. Spain's Affidavit.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." Subject to and without waiving the forgoing objections, FPL will provide a response.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 22."

23. All documents concerning the calculation of each and every figure in the table on page 15 of Mr. Kennedy's Declaration at paragraph 32.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." Subject to and without waiving the forgoing objections, FPL will provide a response.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 23."

24. All documents establishing each and every instance in which Verizon's facilities use four feet of an FPL-owned pole as alleged on page 42 of FPL's Response.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." In addition, this request would require FPL to create new documents that do not currently exist. Subject to and without waiving the forgoing objections, FPL will provide a response.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 24."

25. All documents concerning the statement at paragraph 34 of Mr. Kennedy's Declaration that "the total paid by Verizon [is] less than $50 million," including all documents concerning the inputs and calculation attached as Exhibit 4 to Mr. Kennedy's Declaration.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." Subject to and without waiving the forgoing objections, FPL will provide a response.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 25."

26. All documents concerning the statement at paragraph 18 of Mr. Spain's Declaration that "Verizon has sold a substantial number of access lines and related property, plant and equipment to Frontier Communications at an average price of approximately $1,638 per access line."

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light

of the definition and use of the term "concerning." Subject to and without waiving the forgoing objections, FPL will provide a response.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 26."

27. All documents concerning the assumption at paragraph 19 of Mr. Spain's Affidavit that Verizon's cost of capital is 5.6%.

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." Subject to and without waiving the forgoing objections, FPL will provide a response.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 27."

28. All documents concerning the statement at paragraph 24 of Mr. Spain's Affidavit that "FPL records indicate that the average age of a 35', 40', or 45' wood pole that was replaced from 2010 to 2014 is 36 years. This means that of the 65,526 wood poles to which Verizon was attached in 2013, approximately 1,820 are replaced by a new pole each year."

OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing, and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." Subject to and without waiving the forgoing objections, FPL will provide a response.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 28."

29. All documents, including all internal communications, concerning the statement on page 48 of FPL's Response that "after the Dismissal Order, FPL requested several times that Verizon engage in the required good faith executive-level negotiations prior to filing a follow-on complaint and also that Verizon provide documentation that supports its position so that FPL might be in a position to better understand and discuss the disputed issues."

OBJECTION:

FPL objects to this request as it seeks privileged, attorney-client communications and work product. FPL also objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." FPL's internal communications have no relationship to the facts alleged. Additionally, Verizon's counsel received the referenced documents and thus already is in possession of them. Subject to and without waiving the forgoing objections, FPL will provide a response.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 29."

30. All documents, including all internal communications, concerning the statement on page 49 of FPL's Response that "no [Verizon] executives were present" at the parties' January 27, 2012 meeting and that it was "[t]o FPL's dismay" that "none of the January 27, 2012 Verizon attendees were present" at the parties' October 15, 2012 meeting.

OBJECTION:

FPL objects to this request as it seeks privileged, attorney-client communications and work product. FPL also objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." Subject to and without waiving the forgoing objections, FPL will provide a response if FPL is in possession of any documents response to this request.

RESPONSE:

Subject to and without waiving the forgoing objections, FPL states that there are no documents that are responsive to this Request.

31. All documents, including all internal communications, concerning the statement on page 50 of FPL's Response that "[t]he lack of executive personnel-and lack of continuity in non-executive personnel-in the meetings between the parties was an obstacle to productive discussions."

OBJECTION:

FPL objects to this request as it seeks privileged, attorney-client communications and work product. FPL also objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." FPL's internal communications have no relationship to the facts alleged. Subject to and without waiving the forgoing objections, FPL will provide a response if FPL is in possession of any documents response to this request.

RESPONSE:

Subject to and without waiving the forgoing objections, FPL states that there are no documents that are responsive to this Request.

32. All documents, including all internal communications, concerning the statement on page 50 of FPL's Response that "[t]here has been no legitimate process to engage in comprehensive, informed settlement discussions."

OBJECTION:

FPL objects to this request as it seeks privileged, attorney-client communications and work product. FPL also objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." FPL's internal communications have no relationship to the facts alleged. Subject to and without waiving the forgoing objections, FPL will provide a response if FPL is in possession of any documents response to this request.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 32."

33. All documents, including all internal communications, concerning the statement on page 50 of FPL's Response that "FPL personnel have had to re-explain facts and positions to new people who appeared to have no understanding of what had already been discussed."

OBJECTION:

FPL objects to this request as it seeks privileged, attorney-client communications and work product. FPL also objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." FPL's internal communications have no relationship to the facts alleged. Subject to and without waiving the forgoing objections, FPL will provide a response if FPL is in possession of any documents response to this request.

RESPONSE:

Subject to and without waiving the forgoing objections, FPL states that there are no documents that are responsive to this Request.

34. All documents, including all internal communications, concerning the statement on page 50 of FPL's Response that "it was clear FPL was not dealing with Verizon decision-makers."

OBJECTION:

FPL objects to this request as it seeks privileged, attorney-client communications and work product. FPL also objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." FPL's internal communications have no relationship to the facts alleged. Subject to and without waiving the forgoing objections, FPL will provide a response if FPL is in possession of any documents response to this request.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 32."

35. All documents, including all internal communications, concerning the statement on page 50 of FPL's Response that FPL "on at least three occasions took the initiative to attempt to engage in executive level discussions."

OBJECTION:

FPL objects to this request as it seeks privileged, attorney-client communications and work product. FPL also objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." FPL's internal communications have no relationship to the facts alleged. Additionally, Verizon's counsel

received the referenced documents and thus already is in possession of them. Subject to and without waiving the forgoing objections, FPL will provide a response.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 32."

36. All documents, including all internal communications, concerning the statement on page 50 of FPL's Response that "an exchange between an FPL executive and a Verizon executive" in April 2013 was "brief' and "confirmed that no resolution could be achieved" because "Verizon had no interest in moving in that direction."

OBJECTION:

FPL objects to this request as it seeks privileged, attorney-client communications and work product. FPL also objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." FPL's internal communications have no relationship to the facts alleged. Subject to and without waiving the forgoing objections, FPL will provide a response if FPL is in possession of any documents response to this request.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 32."

37. All documents, including all internal communications, concerning the statement on page 50 of FPL's Response that "FPL made clear that while it must preserve its legal rights, it did not believe that litigation was mutually exclusive of settlement negotiations."

OBJECTION:

FPL objects to this request as it seeks privileged, attorney-client communications and work product. FPL also objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing and not reasonably calculated to lead to the discovery of admissible evidence in light of the definition and use of the term "concerning." FPL's internal communications have no relationship to the facts alleged. Subject to and without waiving the forgoing objections, FPL will provide a response if FPL is in possession of any documents response to this request.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 32."

38. All documents, including all internal communications, concerning the statement on page 51 of FPL's Response that FPL requested "settlement discussions . . . at the executive level" on May 3, 2013, May 21, 2013, May 29, 2013, and October 29, 2013, and that Verizon rejected FPL's requests.

OBJECTION:

FPL objects to this request as it seeks privileged, attorney-client communications and work product. FPL also objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing and not reasonably calculated to lead to the discovery of admissible

evidence in light of the definition and use of the term "concerning." FPL's internal communications have no relationship to the facts alleged. Subject to and without waiving the forgoing objections, FPL will provide a response.

RESPONSE:

Subject to and without waiving the forgoing objections, please see the attached documents labeled as responsive to "Document Production No. 32."

39. All documents you reviewed or consulted in preparing FPL's answers to the Interrogatories and Requests for Production of Documents that Verizon served in this Pole Attachment Complaint proceeding.

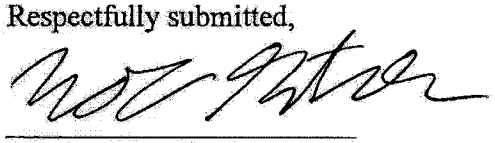
OBJECTION:

FPL objects to this request on the grounds that it is overbroad, unduly burdensome, oppressive, harassing and not reasonably calculated to lead to the discovery of admissible evidence and incorporates herein all objections to the foregoing requests and all objections made in response to Verizon's interrogatories to FPL. Subject to and without waiving the forgoing objections, FPL will provide a response.

RESPONSE:

Subject to and without waiving the forgoing objections, FPL states that there are no documents that are responsive to this Request.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that on July 28, 2015, I caused a copy of the foregoing **Florida Power and Light Company's Amended Objections and Responses to Verizon Florida's Requests for Production of Documents** to be served on the following by hand delivery, U.S. mail or electronic mail (as indicated):

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Reply Exhibit 8

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August 21, 2015

VIA EMAIL

Charles A. Zdebski, Esquire
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Re: *Verizon Florida LLC v. Florida Power and Light Company*,
FCC Docket No. 15-73, File No. EB-15-MD-002,
Related to FCC Docket No. 14-216, File No. EB-14-MD-003

Dear Mr. Zdebski:

I am writing to urge FPL to supplement its responses to Verizon's discovery requests by September 4 so the parties can have comprehensive and well-informed settlement discussions when we meet with the Enforcement Bureau on September 15.

The problems with FPL's responses are systemic. Nearly every response—if not every response—fails to satisfy FPL's obligation to produce information and documents that are relevant to the material facts in dispute in this proceeding. This letter focuses on two particularly material deficiencies that could significantly and adversely affect the upcoming mediation:

1) although FPL claims that Verizon is "not similarly situated to any CLEC or cable company," Response at 28 (emphasis added), FPL has failed to produce the vast majority of its pole attachment agreements with Verizon's competitors, and

2) FPL has failed to support its quantifications of the value of benefits it alleges were "afforded to [Verizon] but not CLECs," *id.* at iii-v.

FPL has repeatedly claimed a desire to have Verizon's Pole Attachment Complaint decided on a full and complete record. *See, e.g.*, Mot. for Leave ¶ 1 (Apr. 1, 2015); Mot. for Discovery ¶¶ 2, 4 (Apr. 1, 2015); Mot. for Extension ¶ 7 (May 29, 2015). FPL has also complained that the parties did not previously negotiate following an exchange of "documentation that supports [Verizon's] position so that FPL might be in a position to understand and discuss the disputed issues." Response at 48. Absent supplementation, FPL's current production would nonetheless force Verizon to mediate *without* an understanding of the documentation that supports or

undermines FPL's position—and *without* knowledge of a full and complete record on which this case may be decided.

It is therefore essential that FPL immediately remedy the deficiencies in its production. At a minimum, by September 4, FPL should remedy the deficiencies identified in this letter, which go to the core issue in dispute—the value of the unique benefits, if any, that Verizon receives under the joint use agreement. *See Verizon Fla. v. Fla. Power and Light Co.*, 30 FCC Rcd 1140, 1148-51 (¶¶ 2, 21, 24, 26) (E.B. 2015).

FPL's Pole Attachment Agreements: Request No. 1

In response to Interrogatory No. 1, FPL provided a list of 26 non-governmental entities that attach to its poles. But in response to Request No. 1, FPL produced just four redacted agreements in addition to the parties' Joint Use Agreement.

FPL must produce an unredacted copy of its pole attachment agreement with each non-governmental entity that attaches to its poles. These agreements provide highly relevant information about whether and to what extent the parties' Joint Use Agreement provides Verizon a net material advantage over its competitors—the central issue before the Commission. FPL has itself made claims about the contents of its agreements and has asserted that the terms and conditions of the parties' Joint Use Agreement do not similarly situate Verizon to *any* of them. Verizon has a right to review all of FPL's agreements to determine the validity of FPL's claims.

Under Commission rules, Verizon "may seek to obtain such access [to pole attachment agreements] through discovery." 47 C.F.R. § 1.1424. Indeed, "[i]n a complaint where an incumbent local exchange carrier . . . claims comparability to the pole attachment agreements of a telecommunications carrier or cable television system attacher, and it is not able to file such agreements, the respondent shall have the duty to file such agreements." *Pole Attachment Order*, 26 FCC Rcd at 5336 (¶ 217 n.660) (emphasis added). Should any agreement contain confidential information, the rules provide that "[c]onfidential information contained in any documents produced may be subject to the terms of an appropriate protective order." 47 C.F.R. § 1.1424.

FPL has ignored its duty and instead withheld the vast majority of its pole attachment agreements and heavily redacted the few that it did produce—even though FPL did not lodge an objection for reasons of confidentiality, the produced

agreements do not include confidentiality provisions, and the parties entered into a confidentiality agreement on May 7, 2015. FPL should produce a complete and unredacted set of its pole attachment agreements without further delay.

FPL's Value Quantifications: Interrogatory No. 3 and Request Nos. 4, 6, 8, 9, 10, 11, 18, 20

FPL has argued that certain "specific benefits . . . establish that Verizon's annual payment of a joint use attachment fee of approximately $35 to $37 per pole is eminently just and reasonable." Response at iii-v. And FPL has placed significant monetary values on the alleged benefits. *Id.* But FPL has not produced a single payment record showing its receipt of a single dollar for any of the alleged benefits. And it has produced essentially no other documentation to support its quantifications.

For certain of the alleged "benefits," FPL provided nothing. In response to Interrogatory No. 3, for example, FPL merely stated that the requested information about amounts charged and collected from Verizon's competitors is not "available/readily available." FPL similarly refused to produce any information in response to Request No. 20, which sought information about the date on which Verizon's competitors were invoiced annual rent and the date on which they paid rent—information that is plainly relevant to FPL's claim that the timing of Verizon's rental payment provides Verizon a $145,056 annual benefit over its competitors. Response at 24.

For other alleged "benefits," FPL produced only hypothetical information to support claims about actual amounts charged and collected. In response to Request No. 9, for example, FPL produced a rate sheet rather than evidence that Verizon's competitors have paid "FPL's contractor at rates of $45 to $65 per hour and . . . fees ranging from $7.95 to $13 per pole" as FPL claimed. Response at 15 and Ex. A ¶ 20. In response to Request Nos. 4, 6, 11, and 18, FPL produced "job cost *estimates*"—some explicitly marked "void"—rather than evidence supporting its claims: that Verizon avoided per pole costs ranging from $500 to $1,000 for each pole installed, Response at 10; that the "typical charge to a third party applicant for the replacement of an FPL distribution pole with a taller stronger distribution pole is approximately $4,390," *id.* at 15; that the cost of pole "relocations mandated by Florida governmental entities [is] between $500 and $1,000 in each instance," *id.* at

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iv; and that FPL charges Verizon's competitors approximately $200 to install a pole bond when needed, *id.* at 22.

For other benefits, FPL confirmed that it has access to responsive information by producing some of it—but produced so little that it is difficult to believe that more information is not available. For example, FPL responded to Request Nos. 8 and 10 by producing four invoices (two per Request). It strains credulity to imagine that these four invoices are the sole basis for FPL's claims that Verizon has saved "more than Nine Million Dollars" by not paying permitting fees to FPL, Response at iii, and "more than $300 million" by avoiding "make-ready and engineering fees," *id.*

FPL's production is deficient in many ways that are not detailed in this letter and Verizon will soon raise them in a separate letter. But the deficiencies identified here are particularly troubling because they could thwart the mediation itself, which depends on the parties' candid discussion of disputed facts based on a full, complete, and accurate understanding of them. FPL should supplement its production by September 4.

Best regards,

Christopher S. Huther

cc: Maria J. Moncada, Esq. (by email)
Alvin B. Davis, Esq. (by email)
Robert J. Gastner, Esq. (by email)

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September 2, 2015

VIA EMAIL

Charles A. Zdebski, Esquire
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Re: *Verizon Florida LLC v. Florida Power and Light Company*,
FCC Docket No. 15-73, File No. EB-15-MD-002,
Related to FCC Docket No. 14-216, File No. EB-14-MD-003

Dear Mr. Zdebski:

I have not heard from you about my August 21 letter, which identified significant deficiencies in FPL's discovery responses that must be cured by September 4 so that the parties can have a productive and well-informed meditation beginning on September 15. I am writing this letter to reiterate Verizon's need for the documents and information identified in the August 21 letter, and to identify additional deficiencies in FPL's discovery responses. FPL should promptly cure these deficiencies—in no event later than September 10—so the upcoming mediation is based on a full and complete record.

Other Entities That Attach To FPL's Poles: Interrogatory Nos. 1, 2, 4

FPL produced incomplete information about the other entities that attach to its poles. This information is highly relevant to the comparative rate-setting analysis required by the *Pole Attachment Order* and the Enforcement Bureau's February Memorandum Opinion and Order.

In response to Interrogatory Nos. 1 and 2, FPL produced information covering an unreasonably short time period. FPL made claims in its Response about the entities that were attached to its poles as far back as 1975, but FPL appears to have improperly restricted the "relevant time period" in its response to Interrogatory No. 1 to its "most recent billings." In response to Interrogatory No. 2, FPL included 1998 as the earliest known date that another entity had attachments on its poles, but FPL produced license agreements that were dated as early as 1984.

In response to Interrogatory No. 2, FPL unreasonably withheld pole counts for the entities attached to its poles. FPL has claimed a value for the alleged "benefits" as though they were provided to Verizon's competitors every time they made an attachment to a pole, but has acknowledged that some "benefits" are only provided

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when needed. Verizon is therefore entitled to compare its competitors' total pole counts to the pole counts for which they were provided the alleged "benefits" so that it can rebut FPL's valuation methodology and properly estimate the value of "benefits" at issue.

In response to Interrogatory Nos. 2 and 4, FPL refused to provide information about other ILECs that have facilities on FPL's poles. This information is relevant to FPL's claim that the rates it demands from Verizon did not result from FPL's superior bargaining power. FPL has "noted" that it charges other ILECs a rate that is different from the rate it has invoiced Verizon. Verizon is entitled to see that rate, its corresponding terms and conditions, and the associated pole counts so it can judge the effect of FPL's bargaining power on the rates it demands from Verizon. If the information is confidential, FPL can produce it pursuant to the terms of the parties' confidentiality agreement.

Rental Rate Calculations: Interrogatory No. 5, Request Nos. 5, 21, 22, 23, 25

FPL produced incomplete information about its rate calculations, which are undisputedly relevant to the calculation of a just and reasonable rate in this case.

In response to Request Nos. 21 and 22, FPL failed to produce any information about several rates it relies on in its Response. In response to Request No. 22, FPL did not produce calculations, inputs, or supporting documentation for the $9.31, $9.78, $14.11, $14.83, and $45.45 rates cited in the Response. In response to Request No. 21, FPL did not produce calculations, inputs, or supporting documentation for its 2011 through 2014 invoiced rates, claiming that relevant documents "were previously produced to Verizon in the state court litigation." This is not true. Verizon has sought information in this proceeding that either was not requested or was not produced in the state court proceeding. Most obviously, discovery in state court was limited to the claims in FPL's state court complaint, which does not include claims for additional 2013 and 2014 rent. In addition, FPL has not produced support for each of the inputs in the table at Attachment C to Exhibit G of the Response (which is referenced in Request No. 21) or the contract, property accounting, agreement, finance department, and other information referenced below the table.

In response to Interrogatory No. 5 and Request Nos. 5, 22, 23, and 25, FPL produced calculations, but no inputs or supporting documentation, for certain rates. Request No. 25 asked for supporting documentation for the inputs to Mr.

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Kennedy's Exhibit 4 calculation of rent paid by Verizon under the Joint Use Agreement. In response, FPL only re-produced the referenced exhibit, which does not contain any information regarding its inputs. Interrogatory No. 5 and Request Nos. 5, 22, and 23 requested supporting documentation for the inputs to FPL's rate calculations. FPL admitted that it relied on "actual information from FPL's books and records," some of which is not publicly available, to populate its calculation of "the net investment per pole and the capital carrying charge rate (depreciation, A&G and O&M expenses, taxes and cost of capital)," but did not produce any of that "actual information."

Information About Costs: Request Nos. 12, 13, 16, 27

FPL produced incomplete information about costing claims in its Response. In response to Request Nos. 12 and 13, FPL produced a series of "estimates"—some marked "void do not use"—rather than documents showing that FPL has incurred the specific costs claimed. In response to Request No. 16, FPL did not produce any evidence of costs incurred to negotiate and obtain easements and rights-of-way that authorize Verizon's, but not its competitors', use of an FPL pole. And in response to Request No. 27, FPL did not produce any supporting documentation for the inputs to its calculation of a 4.75 percent cost of capital.

Allegations About Verizon's Facilities: Interrogatory No. 7; Request Nos. 14, 24

FPL's production is deficient with respect to its claims about Verizon's facilities. In response to Request No. 14, FPL did not produce any evidence that Verizon's facilities, in fact, "require more space than their competitors due to sag." Instead it provided excerpts from a 1999 training manual.

In response to Interrogatory No. 7 and Request No. 24, FPL did not provide information about any of the locations that it claims to be "aware" of "where Verizon uses 4 feet of space on a pole." It also failed to provide identification numbers for the poles in the photographs attached to each of its Responses. It also provided information about just two of seven photographs attached to its April 24, 2014 Response, and the information it provided conflicts with the information provided about seemingly identical photographs attached to FPL's June 29, 2015 Response.

Pole Abandonments, Installations, Relocations And Replacements: Interrogatory Nos. 8, 9; Request Nos. 7, 17, 28

FPL has not produced sufficient information to support its claims about pole abandonments, installations, relocations, and replacements.

In response to Interrogatory No. 9 and Request No. 17, FPL produced one unsigned notice of abandonment addressed to Verizon. It provided nothing about FPL's communications with Verizon's competitors about pole abandonments, nothing about the subsequent ownership of poles it abandoned, and nothing that quantifies how many poles FPL, in fact, abandoned.

In response to Interrogatory No. 8, FPL did not provide information about pole installations outside the parties' overlapping service areas, even though it represented that the "data [is] maintained in FPL's records." FPL must, therefore, produce the data, which is needed to evaluate FPL's claim that Verizon is the sole cause for the height of the poles that FPL has installed.

In response to Request No. 7, FPL did not produce any documents that show its coordination with Verizon regarding pole relocations, even though it claims to have saved Verizon time and resources by seeking and receiving input about relocations.

In response to Interrogatory No. 8 and Request No. 28, FPL did not provide relevant information about pole replacements, even though it has placed extraordinary value on alleged "benefits" associated with them. FPL's response to Interrogatory No. 8 is limited to the "number of poles installed in the counties served by the parties," which says nothing about how many of those installations replaced existing poles. And FPL's response to Request No. 28 is a chart of pole "retirements," not replacements, that was produced without any inputs or supporting documentation.

Pole Capacity: Request No. 15

In response to Request No. 15, FPL failed to produce any information showing that it has declined to expand capacity to accommodate attachers within the communications space on its poles. It instead produced two pole top evaluation forms, where the request to attach was denied because the "[p]roposed installation requires grounded cable to pass through the power supply space." And FPL

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improperly redacted information contained in the forms, which—if confidential—should have been produced pursuant to the parties' confidentiality agreement.

Unauthorized Attachment Fees: Request No. 19

In response to Request No. 19, FPL produced just two invoices. It did not produce any payment information showing that Verizon's competitors paid those invoices or any other invoices for unauthorized attachment fees. FPL also did not produce the "worksheet" referenced in the invoices as support for the "miscellaneous receivable unauthorized attachments" being billed.

FPL's Relationship With Alpine Communications Corporation: Request No. 2

In response to Request No. 2, FPL did not produce any current information about its relationship with its designated pole attachment contractor, which it relies upon to provide alleged "benefits" to Verizon's competitors. The only document FPL produced is a 1993 purchase order that includes a "completion, expiration, or delivery date" in February 1995.

FPL's Negotiations With Verizon: Request Nos. 29-38

In Response to Request Nos. 30, 31, and 33, FPL did not produce anything to support certain claims it made about the parties' negotiations, and in response to Request Nos. 29, 32, and 34-38, FPL produced a total of three email chains between the parties' attorneys. FPL failed to produce any internal documents or communications to substantiate its allegations about the negotiations, the positions FPL says were taken, or the frustration FPL purports to have felt.

Documents Reviewed In Responding To Interrogatories: Request No. 39

In response to Request No. 39, FPL did not produce any documents that it reviewed or consulted in responding to Verizon's discovery requests. FPL could not have, in good faith, responded to Verizon's discovery requests without consulting other documents. This is particularly true with respect to Verizon's interrogatories, which requested specific information about other entities attached to FPL's poles, rates charged and received, and poles installed, replaced, and abandoned by FPL.

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I look forward to hearing from you soon, to receiving FPL's supplemental production, and to participating in a productive and well-informed mediation based on a full and complete record.

Best regards,

Christopher S. Huther

cc: Maria J. Moncada, Esq. (by email)
Alvin B. Davis, Esq. (by email)
Robert J. Gastner, Esq. (by email)

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September 9, 2015

VIA U.S. MAIL AND E-MAIL

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RE: *Verizon Florida, L.L.C. v. Florida Power & Light Company*; FCC Docket No. 15-73; File No. EB-15-MD-002

Dear Mr. Huther:

On behalf of Florida Power & Light Company ("FPL"), I am writing to respond to your August 21, 2015 letter sent on behalf of Verizon Florida, L.L.C. ("Verizon"). As an initial matter, FPL categorically rejects your assertion that "nearly every response-if not every response-fails to satisfy FPL's obligation to produce information and documents that are relevant to the material facts in dispute in this proceeding." FPL invested a great deal of time and effort to meet its discovery obligations and to provide Verizon with any requested discoverable information. Such hyperbole and unjustified rhetoric unfairly denigrates FPL's considerable efforts. FPL is more than willing to cooperate with Verizon to the extent that it has a reasonable request for additional clarification or information. However, the type of overheated language embodied in your letter is not indicative of a good-faith effort to seek a reasonable resolution to discovery concerns. With respect to your specific requests, FPL responds as follows.

FPL's Pole Attachment Agreements: Request No. 1

With respect to your request for copies of additional pole attachment agreements, FPL has already provided you with a representative sample of the agreements available to attaching cable providers and competitive local exchange carriers. The substance of these agreements is fairly uniform because FPL does not engage in the same type of extensive negotiations intended to meet the particularized needs of these attaching entities as it does with Verizon. Thus, the agreements provided should be more than sufficient for the Commission to evaluate whether Verizon is similarly situated to CLECs, cable companies or other attaching entities. It is simply unnecessary and unreasonable to demand that FPL produce every one of more than two dozen substantially similar agreements when FPL has produced a representative cross section. The FCC's rule does not require such an unreasonable production of every single agreement.

Moreover, as clearly indicated in FPL's response to Verizon Interrogatory No. 1, there are only four additional attaching entities within the FPL/Verizon shared territory. The other twenty attaching entities referenced in your letter are not located within the FPL/Verizon shared territory. Thus, any pole attachment agreements with these entities are not necessarily relevant to this proceeding. Nonetheless, to the extent that you have a specific request for a specific agreement based on a legitimate and articulable argument that such agreement is necessarily relevant to this case, please make such a request and the bases for it and FPL will consider producing the agreement.

With respect to your request for unredacted copies of FPL's pole attachment agreements, you have failed to articulate any prejudice that Verizon has experienced as a result of the minimal redactions contained in the produced agreements. Moreover, you have failed to provide one example of a redacted portion of an agreement that you assert would provide "highly relevant information about whether and to what extent the parties' Joint Use Agreement provides Verizon a net material advantage over its competitor." Given the nominal amount of redaction involved, it is hard to imagine how such information would be at all relevant to Verizon's case. If there is a specific redaction or set of redactions with which you are concerned, please provide additional information identifying the problem, and I would be more than willing to discuss the matter further with you.

FPL's Value Quantifications: Interrogatory No. 3 and Request Nos. 4, 6, 8, 9, 10, 11, 18, 20

In response to your requests regarding Interrogatory No. 3 and Request Nos. 4, 6, 8, 9, 10, 11, & 20, FPL reiterates its previous objections and responses to the extent that it is not in possession of the requested information or documentation in a form that is responsive to Verizon's requests. In addition, FPL has no obligation to create documents in order to respond to Verizon's requests.

Nonetheless, FPL has reexamined its files and is providing reasonably available additional information and documentation with this correspondence. This includes the enclosed spreadsheet, which is responsive to Interrogatory Number 3. Between FPL's original responses and its current supplementation, FPL has provided Verizon with documentation that is more than sufficient to respond to Verizon's requests and support FPL's position in this proceeding.

With respect to Request No. 18, FPL will be withdrawing the arguments in its Response regarding bonding costs (*See* Response pp. 21–22). Therefore, this request is no longer relevant to this proceeding, and FPL will not be providing any additional supplementation.

Verizon should keep in mind, as it reviews the additional documentation and information that FPL has worked to provide, that FPL has had no reason to collect information in the normal course of business in a manner that would be responsive to many of Verizon's discovery requests. For example, with respect to Verizon's request for "all documents concerning the estimated figures for 'the bare cost of installing a pole today'" (Request No. 4). FPL has not yet

produced such documentation because FPL almost always installs both bare poles and equipment supporting its own infrastructure at the same time. FPL has had no business reason to contemporaneously document the installation cost of just a bare pole for each pole it installs. As a pole owner itself, Verizon should be well aware of this fact—which begs the question of why it is repeatedly demanding the production of documentation that it either knows—or at very least should know—is not readily available. You have not provided any justification whatsoever for your attempt to require FPL to create new documentation responsive to these requests—an obligation that goes far beyond that which is required of FPL. Nevertheless, FPL is working to provide appropriate documentation in response to Request No. 4 so that the bases for its cost figures are abundantly clear.

Please also note that FPL timely provided objections on July 16th to Verizon's discovery requests, identifying the problems with the language and scope of each of these requests. However, Verizon made no attempt to reach out to FPL, as FPL did with Verizon's discovery objections, to revise and focus its requests to limit them to a reasonable universe of relevant information prior to FPL's production of its substantive responses. FPL produced discovery on July 28, 2015 but did not hear anything from Verizon until August 21, 2015— five weeks after FPL served objections and nearly one month after FPL served responses. During that delay, Verizon did not even bother to notify FPL of its alleged concerns. Thus, any suggestion that the parties' mediation could be "adversely" affected is patently unreasonable and would likely be viewed by the Commission as nothing more than the gamesmanship which it is.

FPL is continuing to review its files and may be able to produce additional supplementation in the next few days in response to your September 2, 2015 correspondence. However, FPL notes that Verizon has made no attempt as of this date to limit or revise its requests to address FPL's valid objections. Your most recent correspondence simply reiterates the exact same flawed discovery requests to which FPL already objected and utterly fails to address any of the issues raised by FPL. As demonstrated by the enclosed supplementation, FPL remains willing to cooperate with Verizon to address any additional reasonable concerns that it may have and expects Verizon to do the same. Please feel free to contact me to discuss this matter further at your earliest convenience.

Sincerely,

/s/

Charles A. Zdebski

cc: Maria J. Moncada., Esq.
Alvin B. Davis, Esq.
Robert J. Gastner, Esq.

Enclosures

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Reply Exhibit 9

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INVOICE

BILL TO

[redacted]

PAID

INVOICE # 11963
DATE 06/08/2006
DUE DATE 06/08/2006
TERMS Due on receipt

SHIP DATE
06/08/2006

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee #[redacted]06-010	30	7.95	238.50

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 238.50
BALANCE DUE $0.00

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INVOICE

BILL TO

[redacted]

PAID

INVOICE # 12944
DATE 09/25/2007
DUE DATE 09/25/2007
TERMS Due on receipt

SHIP DATE
09/25/2007

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee #[redacted]07-006	10	7.95	79.50

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 79.50
BALANCE DUE $0.00

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INVOICE

BILL TO

[redacted]

PAID

INVOICE # 13245
DATE 12/07/2007
DUE DATE 12/07/2007
TERMS Due on receipt

SHIP DATE
12/07/2007

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee #[redacted]07-016	23	7.95	182.85

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 182.85
BALANCE DUE $0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO

[redacted]

PAID

INVOICE # 13247
DATE 12/07/2007
DUE DATE 12/07/2007
TERMS Due on receipt

SHIP DATE
12/07/2007

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee [redacted] 07-003	8	7.95	63.60

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT	63.60
BALANCE DUE	$0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO
[redacted]

PAID

INVOICE # 13266
DATE 12/10/2007
DUE DATE 12/10/2007
TERMS Due on receipt

SHIP DATE
12/10/2007

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee # [redacted]07-041	750	7.95	5,962.50

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 5,962.50
BALANCE DUE $0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO
[redacted]

PAID

INVOICE # 13354
DATE 01/15/2008
DUE DATE 01/15/2008
TERMS Due on receipt

SHIP DATE
01/15/2008

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee # [redacted]08-001	216	7.95	1,717.20

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 1,717.20
BALANCE DUE $0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO

[redacted]

PAID

INVOICE # 13616
DATE 03/04/2008
DUE DATE 03/04/2008
TERMS Due on receipt

SHIP DATE
03/04/2008

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee #[redacted]08-003	9	7.95	71.55

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT	71.55
BALANCE DUE	$0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO
[redacted]

PAID

INVOICE # 13629
DATE 03/06/2008
DUE DATE 03/06/2008
TERMS Due on receipt

SHIP DATE
03/06/2008

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee # [redacted]08-019	7	7.95	55.65

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT	55.65
BALANCE DUE	$0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO

[redacted]

PAID

INVOICE # 13631
DATE 03/06/2008
DUE DATE 03/06/2008
TERMS Due on receipt

SHIP DATE
03/06/2008

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee #[redacted]08-020	3	7.95	23.85

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 23.85
BALANCE DUE $0.00

FPL-R8-0016

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO

[redacted]

PAID

INVOICE # 13633
DATE 03/06/2008
DUE DATE 03/06/2008
TERMS Due on receipt

SHIP DATE
03/06/2008

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee # [redacted] 08-021	3	7.95	23.85

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 23.85
BALANCE DUE $0.00

FPL-R8-0017

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO
[redacted]

PAID

INVOICE # 14966
DATE 03/31/2009
DUE DATE 03/31/2009
TERMS Due on receipt

SHIP DATE
03/31/2009

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee #[redacted]09-002	21	7.95	166.95

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 166.95
BALANCE DUE $0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO
[redacted]

PAID

INVOICE # 15523
DATE 07/27/2009
DUE DATE 07/27/2009
TERMS Due on receipt

SHIP DATE
07/27/2009

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee #[redacted]09-224	4	7.95	31.80
5000 Permit Administrative Fee #[redacted]09-324	2	7.95	15.90
5001 Permit Make Ready Engineering Fee [redacted]09-324	2	108.00	216.00

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 263.70
BALANCE DUE $0.00

PUBLIC VERSION

Alpine Communication Corp
595 N Nova Rd Ste 208
Ormond Beach, FL 32174

(386)615-3316

Invoice

DATE	INVOICE #
09/23/2010	16750
TERMS	DUE DATE
Due on receipt	09/23/2010

BILL TO

[redacted]

Work Order #	Project
10M015648	[redacted]10-009

Description	Quantity	Rate	Amount
• Permit Administrative Fee #[redacted]10-009	18	7.95	143.10
		TOTAL	$143.10

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PUBLIC VERSION

Alpine Communication Corp
595 N Nova Rd Ste 208
Ormond Beach, FL 32174

(386)615-3316

Invoice

DATE	INVOICE #
08/11/2010	16772
TERMS	DUE DATE
Due on receipt	08/11/2010

BILL TO

[redacted]

P.O. Number

[redacted]10 012

Description	Quantity	Rate	Amount
• Permit Administrative Fee #[redacted]10-012	15	7.95	119.25
		TOTAL	$119.25

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PUBLIC VERSION

Alpine Communication Corp
595 N Nova Rd Ste 208
Ormond Beach, FL 32174

(386)615-3316

Invoice

DATE	INVOICE #
06/14/2011	17679
TERMS	DUE DATE
Due on receipt	06/14/2011

BILL TO

[redacted]

Work Order #	Project
11M023905	[redacted]11-005

Description	Quantity	Rate	Amount
• Permit Administrative Fee #[redacted]11-005	17	7.95	135.15
• CONST CARL ID - 162611			
• JOB CODE - 0A028			

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

TOTAL $135.15

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO

[redacted]

PAID

INVOICE # 17692
DATE 06/17/2011
DUE DATE 06/17/2011
TERMS Due on receipt

PROJECT
[redacted]11-502

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee #[redacted]11-502 515 AZALEA RD	2	7.95	15.90

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 15.90
BALANCE DUE $0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO

[redacted]

PAID

INVOICE # 17694
DATE 06/17/2011
DUE DATE 06/17/2011
TERMS Due on receipt

PROJECT
[redacted]11-503

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee #[redacted]11-503 HILLSBORO AVE	13	7.95	103.35

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 103.35
BALANCE DUE $0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO

[redacted]

PAID

INVOICE # 17698
DATE 06/17/2011
DUE DATE 06/17/2011
TERMS Due on receipt

PROJECT
[redacted]11-511

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee #[redacted]11-511 3483 HABERT ST	6	7.95	47.70

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 47.70
BALANCE DUE $0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO

[redacted]

PAID

INVOICE # 17702
DATE 06/17/2011
DUE DATE 06/17/2011
TERMS Due on receipt

PROJECT
[redacted]11-521

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee [redacted]11-521 INDIANA AVE & NORTON AVE	16	7.95	127.20

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 127.20
BALANCE DUE $0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO

[redacted]

PAID

INVOICE # 17736
DATE 06/30/2011
DUE DATE 07/30/2011
TERMS Net 30

PROJECT
[redacted]11-501

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee #[redacted]11-501	2	7.95	15.90

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 15.90
BALANCE DUE $0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

[redacted]

PAID

INVOICE # 17737
DATE 06/30/2011
DUE DATE 06/30/2011
TERMS Due on receipt

PROJECT
[redacted]11-601

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee [redacted]11-601	1	7.95	7.95
5001 Permit Make Ready Engineering Fee #[redacted]11-601 5881 FERN RD	1	108.00	108.00

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 115.95
BALANCE DUE $0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO
[redacted]

PAID

INVOICE # 17747
DATE 07/01/2011
DUE DATE 07/01/2011
TERMS Due on receipt

PROJECT
[redacted]11-619

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee #[redacted]11-619	2	7.95	15.90
5001 Permit Make Ready Engineering Fee #[redacted]11-619 1791 LOGSDON ST	2	108.00	216.00

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 231.90
BALANCE DUE $0.00

PUBLIC VERSION

Alpine Communication Corp

PO Box 1209
Winter Park, FL 32790
(386)615-3316
mitch@alpinecc.us

INVOICE

BILL TO

[redacted]

PAID

INVOICE # 18453
DATE 12/28/2011
DUE DATE 12/28/2011
TERMS Due on receipt

PROJECT
[redacted]11-017

DESCRIPTION	QTY	RATE	AMOUNT
5000 Permit Administrative Fee [redacted]11-017 21 S INDIANA AVE	3	7.95	23.85

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PAYMENT 23.85
BALANCE DUE $0.00

FPL-R8-0030

PUBLIC VERSION

Alpine Communication Corp
595 N Nova Rd Ste 208
Ormond Beach, FL 32174

(386)615-3316

Invoice

Date	Invoice #
03/21/2012	18817
Terms	Due Date
Due on receipt	03/21/2012

Bill To

[redacted]

Work Order #	Project
12M030209	[redacted]12-002/102

Description	Quantity	Rate	Amount
• Permit Administrative Fee # [redacted]12-002	5	7.95	39.75
• Permit Administrative Fee # [redacted]12-102	1	7.95	7.95
• Permit Make Ready Engineering Fee # [redacted] 12-102	1	108.00	108.00
• BAYSHORE RD - MANATEE COUNTY			
• CARL # - 178055			
• CARL ID # - 177372			

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

Total $155.70

PUBLIC VERSION

Alpine Communication Corp
595 N Nova Rd Ste 208
Ormond Beach, FL 32174

(386)615-3316

Invoice

Date	Invoice #
03/29/2012	18866
Terms	**Due Date**
Due on receipt	03/29/2012

Bill To

[redacted]

Work Order #	Project
12M031472	[redacted]12-004/104

Description	Quantity	Rate	Amount
• Permit Administrative Fee # [redacted]12-004	11	7.95	87.45
• Permit Administrative Fee # [redacted]12-104	3	7.95	23.85
• Permit Make Ready Engineering Fee [redacted]12-004	3	108.00	324.00
• CORTEZ RD - BRADENTON			
• CARL ID # - 190415			

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

Total $435.30

FPL-R8-0032

PUBLIC VERSION

Alpine Communication Corp
595 N Nova Rd Ste 208
Ormond Beach, FL 32174

(386)615-3316

Invoice

Date	Invoice #
08/20/2012	19013
Terms	**Due Date**
Due on receipt	08/20/2012

Bill To

[redacted]

Work Order #	Project
12M031813	[redacted]2-005/105

Description	Quantity	Rate	Amount
• Permit Administrative Fee # [redacted]12-005	5	7.95	39.75
• Permit Administrative Fee # [redacted]12-105	1	7.95	7.95
• Permit Make Ready Engineering Fee # [redacted]12-105	1	108.00	108.00
• 302 MANATEE AVE E			
• CARL ID # 190415			
		Total	$155.70

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PUBLIC VERSION

Alpine Communication Corp
595 N Nova Rd Ste 208
Ormond Beach, FL 32174

(386)615-3316

Invoice

Date	Invoice #
11/19/2012	19579
Terms	**Due Date**
Due on receipt	11/19/2012

Bill To

[redacted]

Project	P.O. Number
[redacted]12-073/173	4500416806

Description	Quantity	Rate	Amount
• Permit Administrative Fee # [redacted]12-073	7	7.95	55.65
• Permit Administrative Fee # [redacted]12-173	1	7.95	7.95
• Permit Make Ready Engineering Fee # [redacted]12-173	1	108.00	108.00
• 1035 ALBEE FARM RD			
• SITE TA03XC153 - AT&T-7609			
• EDDY LOPEZ			

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

Total $171.60

FPL-R8-0034

PUBLIC VERSION

Alpine Communication Corp
595 N Nova Rd Ste 208
Ormond Beach, FL 32174

(386)615-3316

Invoice

Date	Invoice #
05/07/2013	20002
Terms	**Due Date**
Due on receipt	05/07/2013

Bill To

[redacted]

Project	P.O. Number
[redacted]13-012	2000095733

Description	Quantity	Rate	Amount
• Permit Administrative Fee #[redacted]13-012	20	7.95	159.00
• 1960 LANDING BLVD			
• SARASOTA COUNTY SCHOOL BOARD			
• EDDY LOPEZ			
		Total	$159.00

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PUBLIC VERSION

Alpine Communication Corp
PO Box 1209
Winter Park, FL 32790

(386)615-3316

Invoice

Date	Invoice No.
12/09/2013	20417
Terms	**Due Date**
Due on receipt	12/09/2013

Bill To

[redacted]

Project

[redacted]13-007

Description	Quantity	Rate	Amount
• Permit Administrative Fee #[redacted]13-007 • 4110 MANATEE AVE W • CARL # - 228514	13	7.95	103.35

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

Total $103.35

FPL-R8-0036

PUBLIC VERSION

Alpine Communication Corp
PO Box 1209
Winter Park, FL 32790

(386)615-3316

Invoice

Date	Invoice No.
12/11/2013	20420
Terms	**Due Date**
Due on receipt	12/11/2013

Bill To

[redacted]

Project

[redacted]14-001/101

Description	Quantity	Rate	Amount
• Permit Administrative Fee #[redacted]14-001	10	7.95	79.50
• Permit Administrative Fee #[redacted]14-101	2	7.95	15.90
• Permit Make Ready Engineering Fee #[redacted]14-101	2	108.00	216.00
• 6033 26TH ST W			
• CARL # - 228515			
		Total	$311.40

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PUBLIC VERSION

Alpine Communication Corp
PO Box 1209
Winter Park, FL 32790

(386)615-3316

Invoice

Date	Invoice No.
12/17/2013	20432
Terms	**Due Date**
Due on receipt	12/17/2013

Bill To

[redacted]

Project

[redacted]14-003

Description	Quantity	Rate	Amount
• Permit Administrative Fee [redacted]14-003 • 716 6TH ST W • CARL # - 260203	7	7.95	55.65
		Total	$55.65

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PUBLIC VERSION

Alpine Communication Corp
PO Box 1209
Winter Park, FL 32790

(386)615-3316

Invoice

Date	Invoice No.
12/26/2013	20482
Terms	**Due Date**
Due on receipt	12/26/2013

Bill To

[redacted]

Project	P.O. Number
[redacted]14-008/108	2000095733

Description	Quantity	Rate	Amount
• Permit Administrative/Post Inspection Fee #[redacted]14-008	16	20.95	335.20
• Permit Administrative/Post Inspection Fee #[redacted]14-108	4	20.95	83.80
• Permit Make Ready Engineering Fee [redacted]14-108	4	115.00	460.00
• 5875 BAHIA VISTA ST			
• SINGLE FOC LATERAL			
• EDDY LOPEZ			

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

Total $879.00

PUBLIC VERSION

Alpine Communication Corp
595 N Nova Rd Ste 208
Ormond Beach, FL 32174

(386)615-3316

Invoice

Date	Invoice No.
09/08/2014	20868
Terms	**Due Date**
Due on receipt	09/08/2014

Bill To

FPL Fibernet
Attn: Kathy Ochipa
P.O. Box 029950
Miami, FL 33102

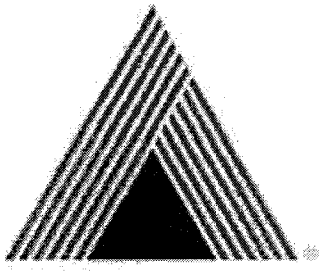
Project	P.O. Number
85-14-321/421	2000095733

Description	Quantity	Rate	Amount
• Non-Make Ready Permit Fee #85-14-321	9	20.95	188.55
• Make Ready Permit Fee #85-14-421	1	135.95	135.95
• 1123 N TAMIAMI TR			
• BZ97-FTTS			
• NOEL REESE			
		Total	$324.50

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT

PUBLIC VERSION

Reply Exhibit 10



Alpine Communication Corp.
595 N. Nova Rd Ste 208, Ormond Beach, Fl 32174 - Ph 386-615-3316 Fax 386-615-3317

APPLICATION PROCESSING FEES

(All Application Fees are non-refundable)
(60 day life applies to all approved applications)

Non-Make Ready Application - **$20.95 per pole**
(New and Existing Attachments)

Includes:
$7.95 per pole - administrative fee
$13.00 per pole - post inspection fee

Make Ready Application - **$135.95 per pole**
(New and Existing Attachments)
(For those poles requiring FPL Make Ready)

Includes:
$7.95 per pole - administrative fee
$115.00 per pole - engineering fee
$13.00 per pole - post inspection fee

Re-Inspection Fee - **$13.00 per pole**
(For re-inspection of non-standard attachment locations or other required field visits.)

Returned Application Fee - **$7.95 per pole**
(Application does not meet minimum standards for processing)
($50.00 min)

Administrative Hourly Rate - **$45.00 per hr**
Office administrative work requested that falls outside the basic permit processing

Field Engineer Hourly Rate - **$65.00 per hr**
Field visits requested that are not part of the post inspection process

PUBLIC VERSION

Reply Exhibit 11

PUBLIC VERSION

Confidential Exhibit

PUBLIC VERSION

Reply Exhibit 12

PUBLIC VERSION

Florida Power and Light Company

Document Production No. 14

FPL-R14-0001

Pole Line Design

Lesson Objectives

At the end of this lesson, the student will be able to:

- Plan a pole line
- Select a pole, by class and height
- Specify the proper anchor and guy for a given pole
- Explain the importance of clearances and space allocation on the pole line

NOTICE
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or any of its subsidiaries except under written agreement

Carrying Plant

1. Aerial Pole Lines
2. Underground Conduit Systems
3. Buried Trenches
4. Submarine Conduit Systems
5. Submarine Buried Trenches

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Pole Line Planning

"Out of Sight" Plant is most preferable:

- Better Protected from weather and the "Hazards of the World"
- Aesthetics

Pole Locations

Considerations:

- The possibility of a future road widening project
- The need for expansion by other utilities
- Specific situations such as road, rail and power line crossings
- The safety and convenience of the craft person and the public
- The necessity and feasibility of tree trimming to meet Pole and Cabling needs

Permit Requirements:

- Placing and maintaining poles on both public and private property
- Crossing Railroad Tracks
- Crossing over or under certain waterways

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Coordinate with the area's Power Company, for the consideration of joint ownership and the needs of each company.

- Space to house necessary plant
- Clearances
- Bonding and grounding
- Storm loading requirements

The Anatomy of a Pole

Properties:

Class

The class of a pole indicates its strength. The strongest is a "1" and the least strong is a "10." The higher the number, the thinner (diameter) the pole.

Characteristics of Poles by Class

Pole Class	Breaking Load (Lbs.) 2' from top	Longest Available Pole (Ft.)	Weight of Longest Pole (Lbs.) (see note below)
1	4500	125*	10850
2	3700	125*	9510
3	3000	110*	6610
4	2400	80*	3430
5	1900	70*	2400
6	1500	60	1620
7	1200	50	1040
8	(Not a standard Class)	(Not a standard Class)	(Not a standard Class)
9	740	30	340
10	370	25	210

Note: Weight is for the heaviest species (SP); the lightest species (WC) is 30-40% lighter.

* The longest JP, LP or NP pole is 60 feet.

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Height

The length of the entire pole (not its height from the ground after placement).

Timber Species

The type of tree the pole is made from:

WC	Western Red Cedar
WP	Ponderosa Pine
JP	Jack Pine
LP	Lodgepole Pine
NP	Red Pine
DF	Douglas Fir
SP	Southern Pine
WL	Western Larch

Preservative treatment

Chemical used to preserve the wood of the pole:

Code	Preservative Treatment	Species Used on
A	Creosote Pentachlorophenol	SP
C	Creosote*	SP
G	Pentachlorophenol in LP Gas (Cellon Process)	WP, LP, DF, SP
P	Pentachlorophenol in Petroleum	All
S	CHEMONITE® or Green salt	(Discontinued Code)
SB	Ammoniacal Copper Arsenite (ACA-CHEMONITE)	All
SC	Chromated Copper Arsenate (CCA) Type A	All
SK	CCA Type C	All

* Furnished only on specific authorization of operating company.

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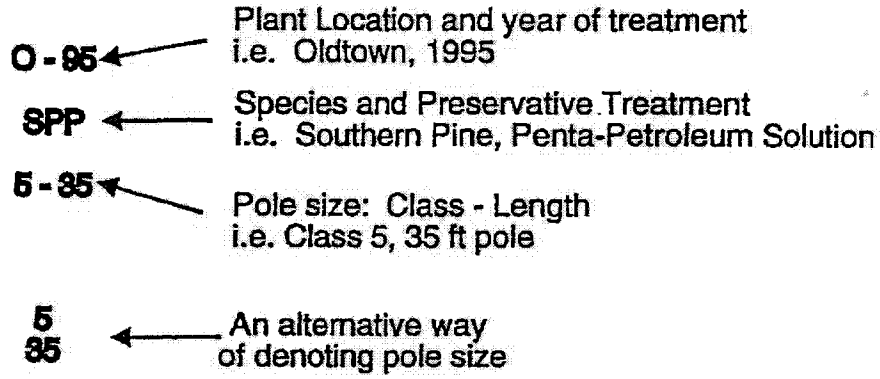
or any of its subsidiaries except under written agreement

Pole Markings



Stencil Location:

10 feet from the pole butt

Exceptions:

- 10' stub, located 9 1/2" from butt
- 55' and longer (since 1964), located 14' from butt
- 80' and longer (1955 - 1964), located 15' from butt
- Poles purchased and placed by other companies

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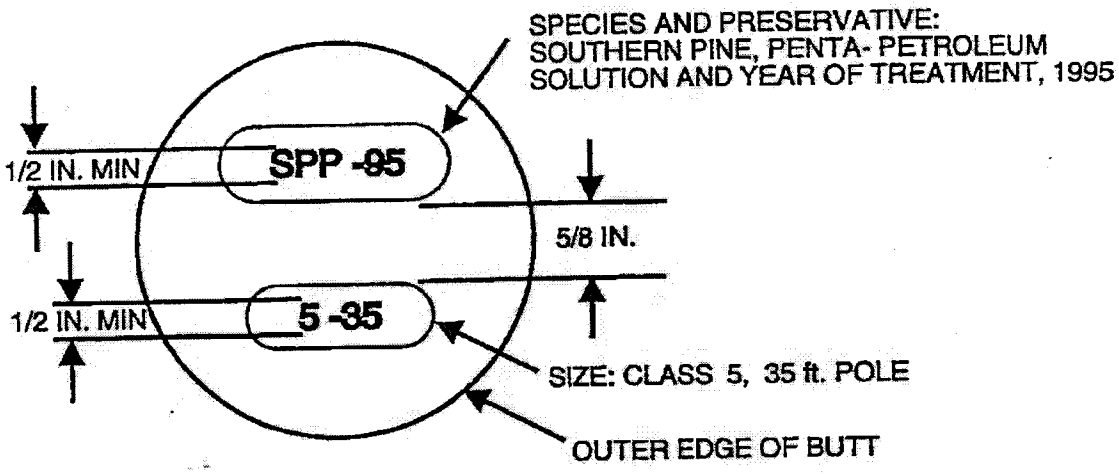
FPL-R14-0007

The following is the marking found on the end of the pole butt. This marking should be located, as shown (approximately), with respect to outer edge of butt



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Pole Line Design Considerations

Pole Line Classification

Class of Line	Description	Design Stress For Transverse Storm Loading (% of Max. Strength)	
		At Installation	At Replacement
AA	Analog or digital carrier and any broadband technology	25	37.5
JB	Both communication circuits and power circuits of NESC Grade B construction	25	37.5
A	100-180 toll circuits or 1000-1800 exchange pairs. Priority II defense circuits	40	60
JC	Both communication circuits and power circuits of NESC Grade C construction	50**	75
B	Fewer than 100 toll circuits or 400-1000 exchange pairs. Priority III defense circuits	60	90
C	25-400 exchange pairs only	70	105
R	Fewer than 25 exchange pairs, one 6M or lesser stand, two multiple line wires, or one crossarm of open wire	80	120

Notes: *One toll circuit is equivalent to ten exchange pairs. For broadband circuits, 4 kHz is equivalent to one toll circuit, e.g., one 50-kHz circuit equals 12-1/2 toll circuits.

**37.5 at railroad crossings.

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FPL-R14-0009

Three Types Of Loading

Loading, as it refers to pole line design, is the weight, or load, that the pole can support. Poles are subject to three types of loading:

1. **Transverse storm loading** due to wind pressure on the attachments and on the above ground portion of the pole itself. (In heavy and medium storm loading areas, loading includes the wind force on the ice-coated attachments but not the ice-coating of the pole itself.)

2. **Vertical loading** due to the weights of the attachments and, on guyed poles, the vertical component of the tensions in the guys. (In heavy and medium storm loading areas, loading includes the weight of the ice coating on the attachments.)

3. **Bending moments** due to eccentric loads or to unbalanced tensions at unguyed corners and dead ends.

For most poles:

- Transverse storm loading determines the required pole class
- Vertical loads may be controlling factors for poles carrying large cables or transformers
- Bending moments are usually controlling at unguyed corners and dead ends.

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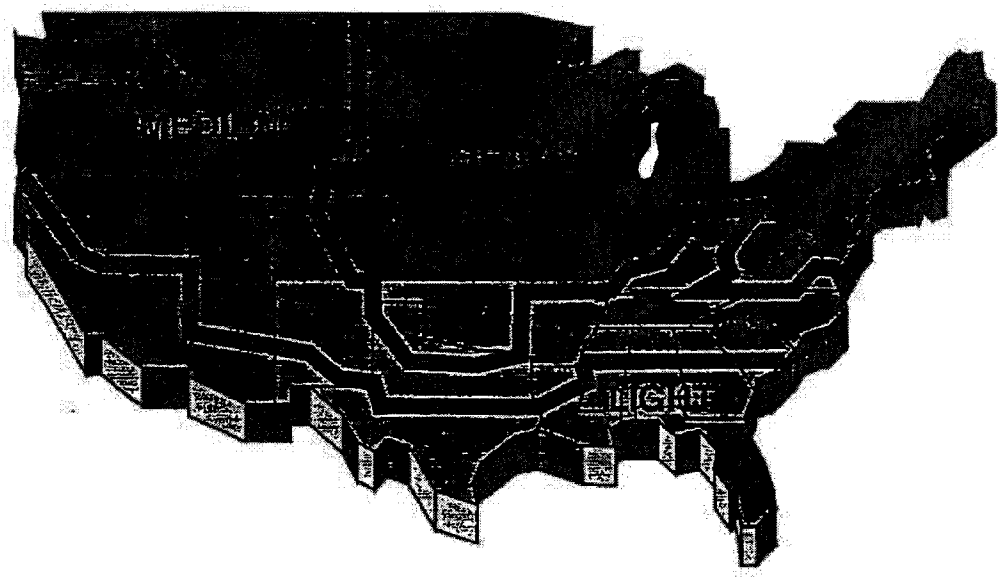
Storm Loading

This map indicates the storm loading expected across the contiguous United States, as determined by the National Electric Safety Code (NESC). The division of the map under the labels of light, medium and heavy is determined with regard to the frequency, severity and damaging effects of ice and wind storms.



Pole Line Design Loads

Storm Loading Area	Radial Thickness* of Ice Coating on Conductors and Messengers (In.)	Transverse Wind Pressure (Lb./Ft.*) of Projected Area	Minimum Temperature (F)
Heavy	1/2	4	0
Medium	1/4	4	15
Light	None	9	30

* When computing transverse wind loading, ignore ice coating on poles and towers.

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Transverse Storm Loading

To determine transverse loading on the pole:

- Find the storm load of each pole attachment.
- Translate that load to an equivalent load 2 feet from the top of the pole.

Equivalent Transverse Storm Load of Attachments

$$\text{Equivalent Load (lb/ft)} = \frac{\text{Actual Load (lb/ft) X Height Of Attachment (ft)}}{\text{Height To 2 ft from Top Of Pole}}$$

Transverse Storm Loads for Various Telephone Cables

Lashed Cable: Add diameter of cable to diameter of strand. Use this diameter in the Transverse Storm Load Chart.(Diameters of cables are covered in Document 14 under "Customer Services Engineering" in the Outside Plant Engineering Database in Lotus Notes.)

Self-supporting cable: Add 0.46 inch to cable diameter.

Cable in rings: Determine loads for strand and cable separately.

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TRANSVERSE STORM LOADS FOR POWER ATTACHMENTS

Practice 919-120-200

Power Company Attachment	Diameter Without Ice (In.)	Storm Loading Area		
		Heavy	Medium	Light
		Transverse Storm Load (Lb/Ft)		
Covered Wire:				
#8 AWG or smaller	0.26	0.42	0.25	0.20
#6 AWG	0.32	0.44	0.27	0.24
#4 AWG	0.38	0.46	0.29	0.29
#0000 AWG	0.65	0.55	0.38	0.49
500,000 circular mils	1.11	0.70	0.54	0.83
1,000,000 circular mils	1.53	0.84	0.68	1.15
2,000,000 circular mils	2.15	1.05	0.88	1.61
Power Cable on Strand	2.56	1.19	1.01	1.92
Spacer Cables: Consider each conductor separately				
Suspension wire extending transversely between 2 poles and supporting trolley wires:				
One contact wire		2.21	2.01	1.95
Two contact wires		4.42	4.02	3.90
Four contact wires		6.62	6.03	5.85
Bracket and one trolley contact wire on one side of pole line		0.74	0.40	0.62
Brackets and two trolley contact wires, one on each side of pole line		1.10	0.60	0.70
Bracket and two trolley contact wires , over tracks on same side of pole line		1.84	1.21	1.48
Transformers, 37.5 kVA or less		0.37	0.20	0.47
Transformers, over 37.5kVA		0.37	0.40	0.70
Transverse clearance attachment for service drop above telephone attachments, per wire		0.37	0.40	0.31
Service drops, per unbalanced drop wire		0.37	0.20	0.23
Street lamp supported by mast arm (not bracket)		0.37	0.20	0.23

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TRANSVERSE STORM LOADS FOR TELEPHONE ATTACHMENTS

Practice 919-120-200

Telephone Plant Attachment	Approx. Diameter Without Ice (In.)	Storm Loading Area		
		Heavy	Medium	Light
		Transverse Storm Load (Lb/Ft)		
Bare Open Wire: 80, 83	0.08	0.36	0.20	0.06
104, 109	0.10	0.37	0.20	0.08
128, 134	0.13	0.38	0.21	0.10
165	0.16	0.39	0.22	0.12
C Drop Wire	0.33	0.44	0.28	0.25
F Drop Wire	0.30	0.43	0.27	0.23
C, E, or F Multiple Drop Wire	0.56	0.52	0.35	0.42
C Rural Wire	0.28	0.43	0.26	0.21
Strand: 2.2M	0.17	0.39	0.22	0.13
6M	0.31	0.44	0.27	0.23
6.6M	0.25	0.42	0.25	0.19
10M	0.37	0.46	0.28	0.28
16M	0.44	0.48	0.31	0.32
25M	0.50	0.50	0.33	0.38
Cables (see explanation on next page)				
Cable Terminal - 202 pair or less		0.37	0.20	0.31
Cable Terminal - More than 202 pair		0.37	0.20	0.47
Loading Coil Case		0.37	0.20	0.09
Unbalanced Service Drops - Per drop		0.37	0.20	0.16

In heavy and medium storm loading areas, the larger diameter of ice-covered wires shields adjacent wires. Where there are more than ten wires on a crossarm, at a pin spacing not greater than 15 inches, calculate transverse storm loading using two-thirds the actual number of wires (but not less than ten) to compensate for this shielding effect. This reduction in effective number of wires does not apply at railroad crossings.

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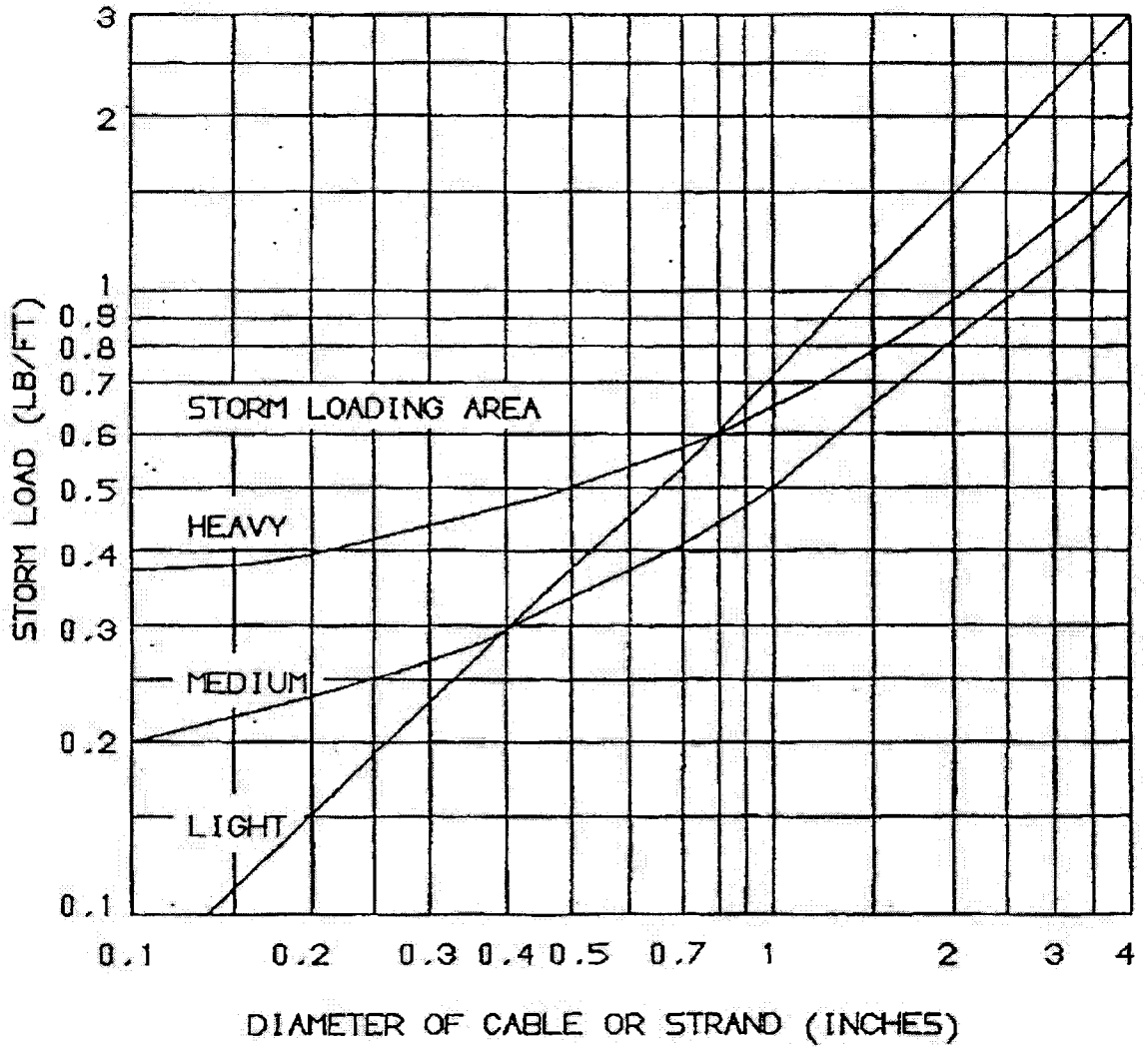
Transverse Storm Load for Cable



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Pole Class Based On Transverse Storm Loading

To determine pole class:

1. Find the combined equivalent storm load per foot of span length at a point 2 feet from the top of the pole for all attachments.

2. Multiply by the average length of the two adjacent spans to get the total load of attachments.

3. Using this load, tentatively determine the pole class from the "Maximum Allowable Transverse Storm Load" table (note that the load used does not include the load of the pole itself).

4. Determine the wind load on this class of pole from table "Wind Moment on Poles" and add to the result of (2) to determine the total storm load.

5. Using the result of (4), return to the "Maximum Allowable Transverse Storm Load" table and redetermine the pole class.

6. If (5) results in a different pole class, repeat (4) and (5), using the pole class determined in (5).

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MAXIMUM ALLOWABLE TRANSVERSE STORM LOAD									
Class of Line	Class of Pole								
	1	2	3	4	5	6	7	9	10
	Transverse storm load (lb) two feet below top of pole								
AA or JB	1125	925	750	600	475	375	300	185	93
A	1800	1480	1200	960	760	600	480	296	148
JC	2250	1850	1500	1200	950	750	600	370	185
B	2700	2220	1800	1440	1140	900	720	444	222
C	3150	2590	2100	1680	1330	1050	840	518	259
R	3600	2960	2400	1920	1520	1200	960	592	296

Note: 8 is not a standard Class of Pole

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WIND MOMENT ON POLES
[Maximum Equivalent Load 2 Feet From Top (Lb)]

Practice 919-120-700

Timber Species	Length of Pole (Ft)	Class of Pole 1	2	3	4	5	6	7	9	10
		Heavy and Medium Storm Loading Access								
WC, WP, JP, NP, or LP	20	31	29	27	25	23	21	19	17	16
	25	38	36	33	31	28	26	24	21	20
	30	47	44	41	38	35	32	29	27	
	35	56	53	50	46	42	39	35		
	40	67	63	59	55	50	46	42		
	45	79	74	69	64	59	54	49		
	50	87	82	77	71	65	60	54		
SP, DF, or WL	20	30	28	26	24	22	20	18	16	155
	25	37	34	32	30	27	25	23	20	19
	30	46	43	40	37	34	31	28	25	
	35	55	51	48	44	40	37	34		
	40	65	61	57	52	48	44	40		
	45	75	71	66	61	56	52	47		
	50	84	79	73	68	64	57	52		

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Determine Pole Class Based on Transverse Storm Loading

Example:

- Class AA line in the heavy storm loading area
- 35-foot southern pine pole
- 180- and 220-foot adjacent spans
- BKTA-900 cable on poles

The process:

1. Find the storm load using the diameter of the cable and the Traverse Storm Load Graph to be 1.25 lb./ft.
2. Total load of attachments: $1.25 \quad \frac{(180+220)}{2} = 250$ lb.
3. Table "Maximum Allowable Transverse Storm Load" above indicates class 7 pole.
4. Wind Load for a 35 foot SP, class 7 pole is 34 lbs. per the table Table "Wind Moment on Poles."
   The Total Storm Load = 34 + 250 = 284 lb.
5. For a 284-lb load, AA class of line, table "Maximum Allowable Transverse Storm Load" indicates a class 7 pole.

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Vertical Loading

- When the class of pole is being determined, the vertical load on an unguyed pole due to the weight of its attachments and ice is usually not significant compared to the transverse storm loading.

- Vertical loading is usually the controlling factor in determining the class of guyed poles.

- The total vertical load depends on the number and size of guys and their lead-to-height ratios.

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CLASS OF GUYED POLES OR STUBS FOR VERTICAL LOADING

Practice 919-120-700

Lead/ Height Ratio	Length of Pole (Ft)	Maximum Sum of Guys						
		6.6M	12M	18M	25M	30M	40M	50M
		Class of Pole						
Less Than 1	20	10	9	9	7	6	6	5
	25	9	9	7	6	6	5	5
	30	9	7	7	6	5	5	4
	35	7	7	6	5	5	4	3
	40	7	7	6	5	4	4	3
	45	7	6	5	4	4	3	3
	50	7	6	5	4	4	3	2
	55	6	6	5	4	3	3	2
	60	6	5	4	4	3	2	2
	65	5	5	4	3	3	2	1
	70	5	5	4	3	2	2	1
1 or Greater	20	10	9	9	7	7	6	6
	25	9	9	9	7	6	5	5
	30	9	9	7	7	6	5	5
	35	7	7	7	6	5	5	4
	40	7	7	6	5	5	4	4
	45	7	7	6	5	5	4	3
	50	7	7	6	5	4	3	3
	55	6	6	5	4	4	3	3
	60	6	6	5	4	4	3	2
	65	5	5	5	4	3	2	2
	70	5	5	4	4	3	2	2

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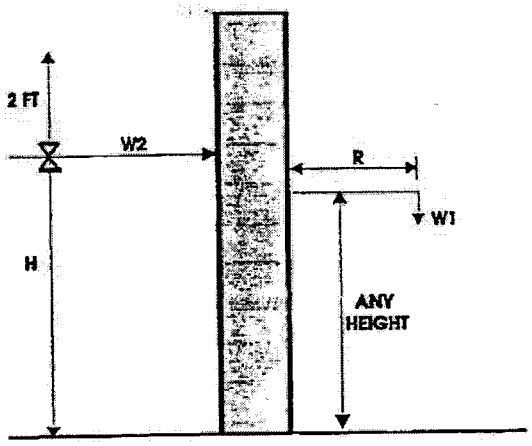
Bending Due To Eccentric Loads

A bending moment is caused by eccentric loads, such as a cable on an extension arm or a transformer mounted at right angles to the direction of the line.

Conversion from eccentric load to equivalent transverse load 2 feet below pole top is computed as follows:

$$\frac{\text{Distance from pole to the Eccentric Load (ft.)} \times \text{Eccentric Load}}{\text{Distance from the ground to 2' below pole top (ft.)}} = \text{Equivalent Transverse Load}$$



W_1 = Eccentric Load
R = Distance from Pole
H = Distance from Ground to 2 Feet Below Top of Pole
W_2 = Equivalent Transverse Load 2 Feet from Top

$$W_2 = \frac{RW_1}{H}$$

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Recommendations:

- When eccentric loads are present, use one class larger pole than the minimum required.
- Guy the poles that have unusually heavy eccentric loads.

Depth Of Setting A Pole

Length of Pole (Ft.)	Depth of Set (Ft.)	
	Firm Earth	Solid Rock
20	4	3
25	5	3
30	5-1/2	3-1/2
35-40	6	4
45	6-1/2	4-1/2
50	7	4-1/2
55	7-1/2	5
60	8	5
65	8-1/2	6
70	9	6
75	9-1/2	6
80	10	7
85	10-1/2	7
90-100	11	7
105-125	12	8

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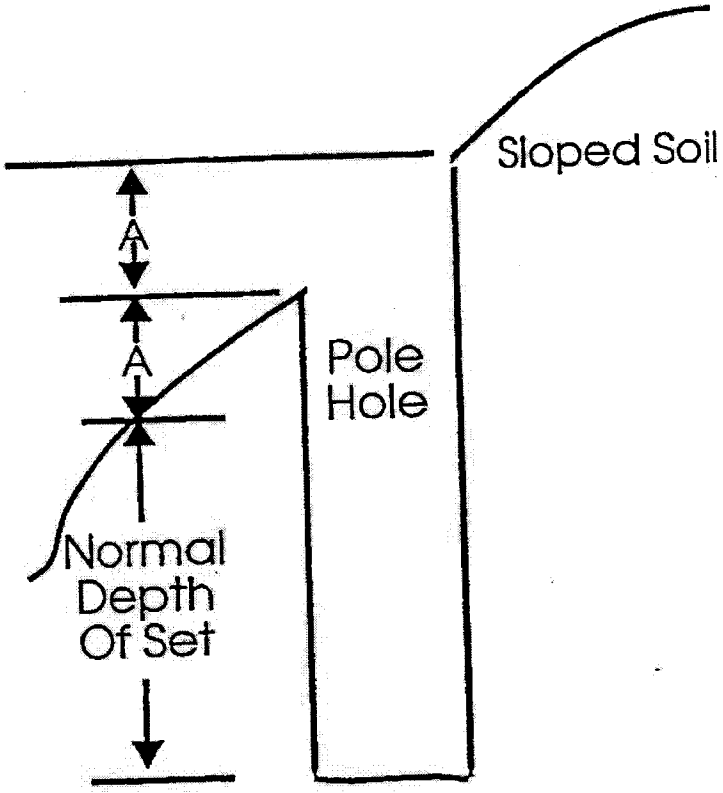
In sloping ground, the depth of set should be increased by an amount equal to the difference in the slope from one side of the pole to the other.



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Determining Pole Class And Depth For Unguyed Corner And Dead-End Poles

Whenever possible, corner and dead-end poles should be guyed or braced. Where this is not practical, determine the pole class based on (1) storm loading, and (2) everyday unbalanced tensions, and use the larger class. Storm loading has two components:

- Transverse loading on the pole and its attachments
- Unbalanced storm-loaded tensions in the wires or strands resulting from the change in direction of pull.

These two components have different design safety factors which must be applied to each component separately before they are combined.

Design Safety Factors

Pole Line Classification	Safety Factor Transverse Loading	Safety Factor Unbalance Tensions
AA or JB	4.0	2.0
A	2.5	1.33
JC	2.0	1.33
B	1.67	1.33
C	1.43	1.0
R	1.25	1.0

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FPL-R14-0025

Determining Transverse Loading

Transverse storm loading is expressed in equivalent load (in pounds) 2 feet from the top of the pole, or at ground line:

$$\text{Equivalent Load (lb)} = \frac{\text{(Unbalanced Tension) X (Height Of Attachment)}}{\text{(Distance From Ground To 2 Feet From Top)}}$$

Unbalanced Tension

Now we can look at the conversion. Convert each unbalanced tension to equivalent load 2 feet from the top of the pole by:

$$\text{Unbalanced Tension (lb)} = \frac{\text{[Pull (ft)]} \times \text{[Line Tension (lb)]}}{50}$$

To determine the pole class based on storm loading:

1. Compute total equivalent load 2 feet from top of pole due to transverse load of all attachments and multiply by the appropriate safety factor from the preceding safety factor table.

2. Compute total equivalent load 2 feet from top of pole due to unbalanced tensions of all wires and cables and multiply by appropriate safety factor from the preceding safety factor table.

3. Add the results of (1) and (2) and determine the pole class from the earlier Characteristics Of Poles table.

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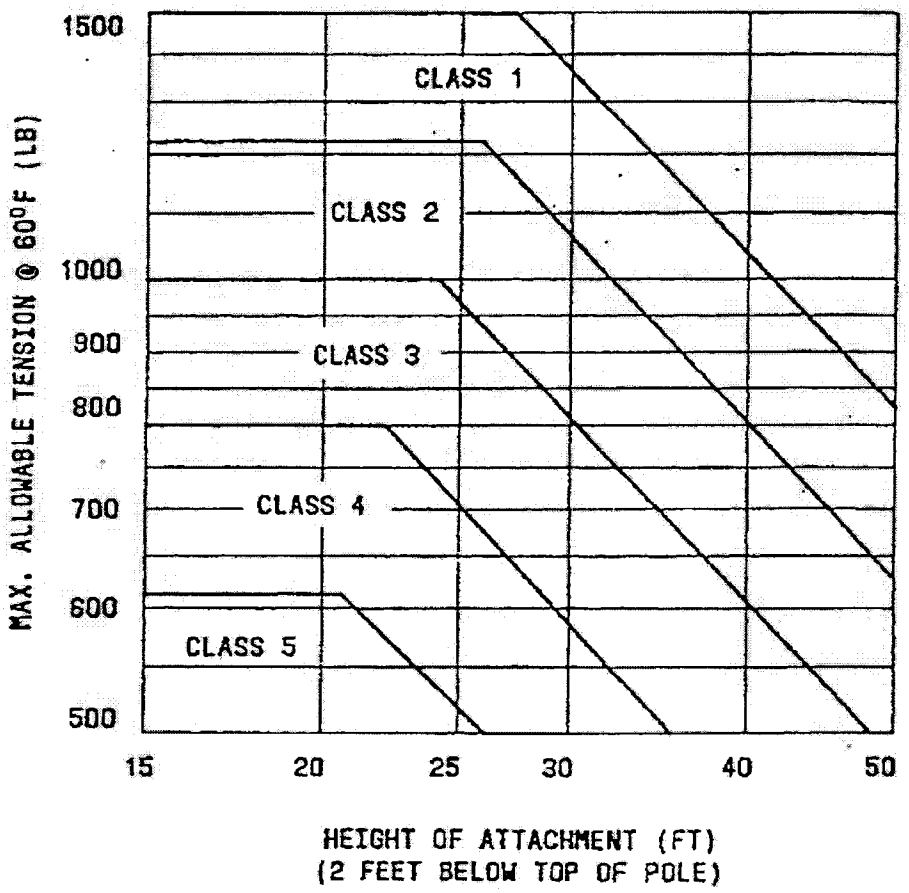
To determine the pole class based on everyday unbalanced tensions:

1. Using stringing tension of wire or tension of strand with cable in place, compute unbalanced tension for each wire and cable by the method outlined above for storm-loaded tensions.

2. Convert to equivalent load 2 feet from top of pole.

3. Combine equivalent loads for all attachments and find pole class from the chart below. The pole class thus determined will have a safety factor of three and a deflection of not more than 1/2 inch per foot of pole height.



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Depth Of Setting Unguyed Corner And Dead-End Poles

Unguyed corner and dead-end poles should be set at a greater-than-normal depth to limit tilting. The depth of set depends on the maximum ground-line moment under storm-loading conditions.

To determine ground-line moment, add the equivalent loads determined in steps (1) and (2) under storm loading above before applying safety factors. Multiply this sum by the distance from ground line to 2 feet below top of pole. The result is the ground-line moment in pound-feet.

Frost Depth (Ft)	Corner Pull (Ft)	Maximum Ground-Line Moment (1000 Lb-Ft)								
		20	40	50	70	90	110	130	160	200
		Depth of Pole Set (Ft)								
0 to 1	0-2½	5	5	5½	6	6½	7	7½	8	8½
	2½-5	6½	6½	7	7½	8	8½	9	9½	9½1
	5-15	6½	7	7	8	8½	9	9	9½	0
	>15	7	7½	8	8½	9	9½	9½	10	10½
1 to 2	0-2½	5½	5½	6	6½	7	7½	8	8½	9
	2½-5	7	7	7½	8	8	8½	9	9½	9½
	5-15	7	7½	8	8½	9	9½	9½	10	10
	>15	7½	8	8½	9	9	9½	9½	10	10½
2 to 3	0-2½	6	6	6½	7	7½	7½	8	8½	9
	2½-5	7	7½	8	8½	8½	9	9	9½	9½
	5-15	7½	8	8½	8½	9	9½	9½	10	10½
	>15	8	8½	8½	9	9	9½	9½	10	10½

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Slack Span Design

With normal stringing tensions, the unbalanced load on an unguyed dead-end pole may exceed the strength of the largest available pole. This limitation may be overcome by using less-than-normal stringing tension in the dead-end span. Obtain line tension from the following table entitled "Tension with Cable in Place at 60°F"; then determine pole class from the earlier chart.

		Tension with Cable in Place at 60 °F (Lb)						
			Cable Weight (Lb/Ft)					
Size of Strand	Stringing Tension (Lb)	Span Length (Ft)	0.5	1	2	3	4	5
6M	300	50	510	675	960	1200	1425	
		75	580	800	1160			
		100	645	940	1390			
	500	50	645	800	1080	1320		
		75	720	925	1290			
		100	840	1090				
	800	50	900	1000	1220	1460		
		75	925	1075	1420			
		100	1030	1265				
6.6M	300	50	460	590	845	1065	1265	1430
		75	510	710	1030	1300		
		100	610	875	1255			
	500	50	605	710	935	1150	1345	
		75	660	815	1120	1380		
		100	715	955	1340			
10M	300	50	520	700	1040	1300	1500	
		75	580	850	1250	1400		
		100	670	1025	1450			
	500	50	670	825	1125	1380		
		75	750	970	1350			
		100	840	1150				
	800	50	910	1035	1280			
		75	975	1150	1500			
		100	1050	1310				
16M 25M	Do not use slack span design							

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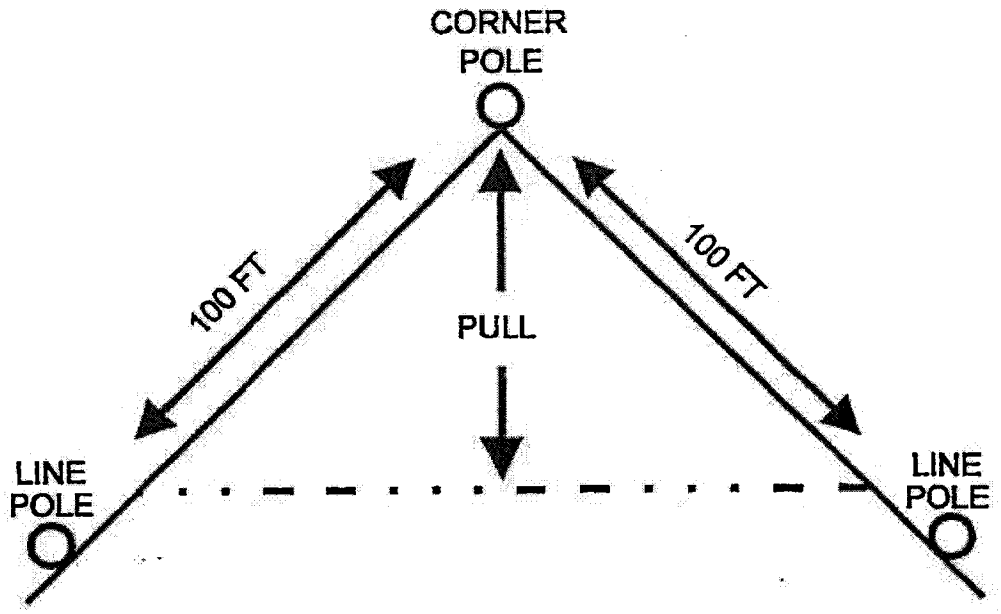
FPL-R14-0029

Defining "PULL"

The pull on a pole is the tension exerted by the attachments to poles on either side of the pole in question.

100' Method



Pull is measured in feet. It is used to convert Line Tension to Unbalanced Tension.

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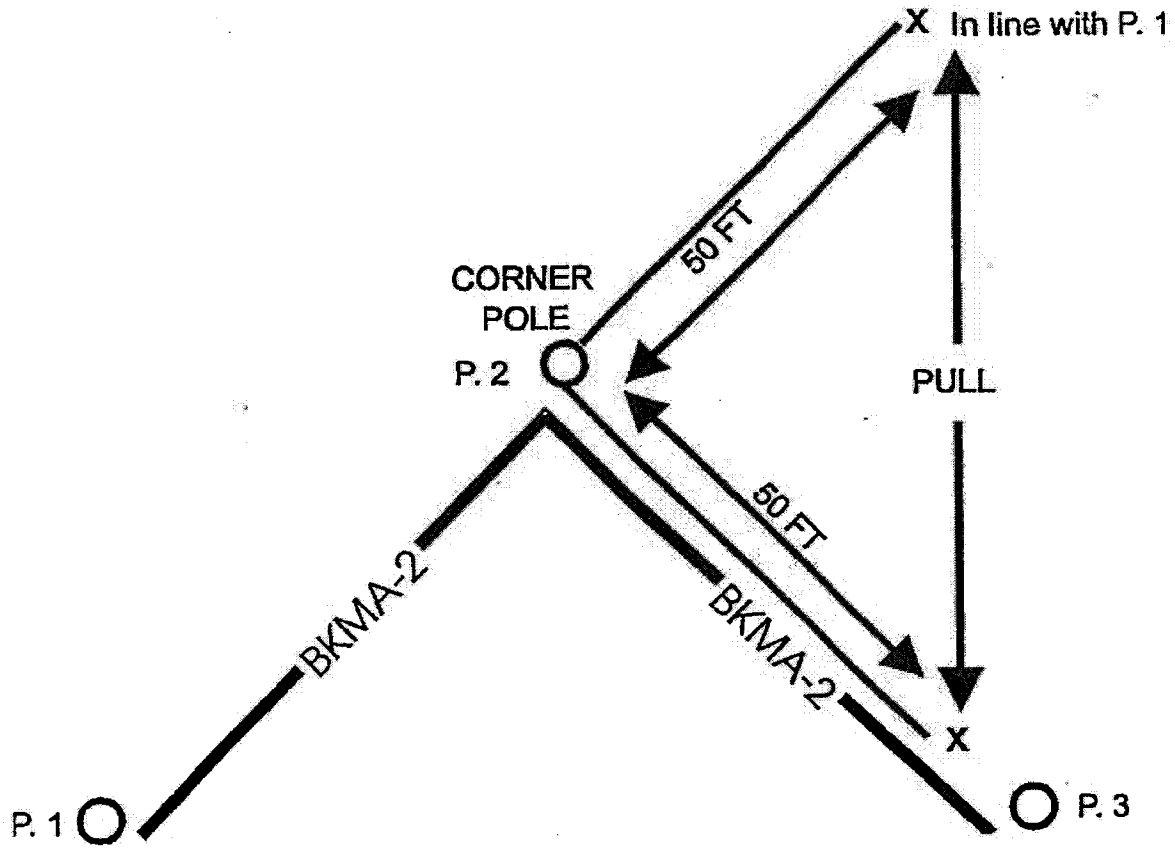
The 50' Method

- Measure and mark 50' from the pole to an adjacent pole.
- Measure and mark 50' from the pole in the direction opposite, but still in line with the other adjacent pole.
- The distance between these two marks is the pull on the pole in question.



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FPL-R14-0031

Pole Line Guying

- Guying is done to support the cable or wire facilities
- Poles are guyed whenever there is a "pull' on them
- Pull is measured in feet
- Pull can also be referred to as the "corner" of the pole.

Types of Guys

- Side Guy / Corner Guy
- Dead End Guy
- Head Guy
- Pole to Pole Guy
- Tree Guy
- Storm Guy
- Push Brace
- Sidewalk Guy

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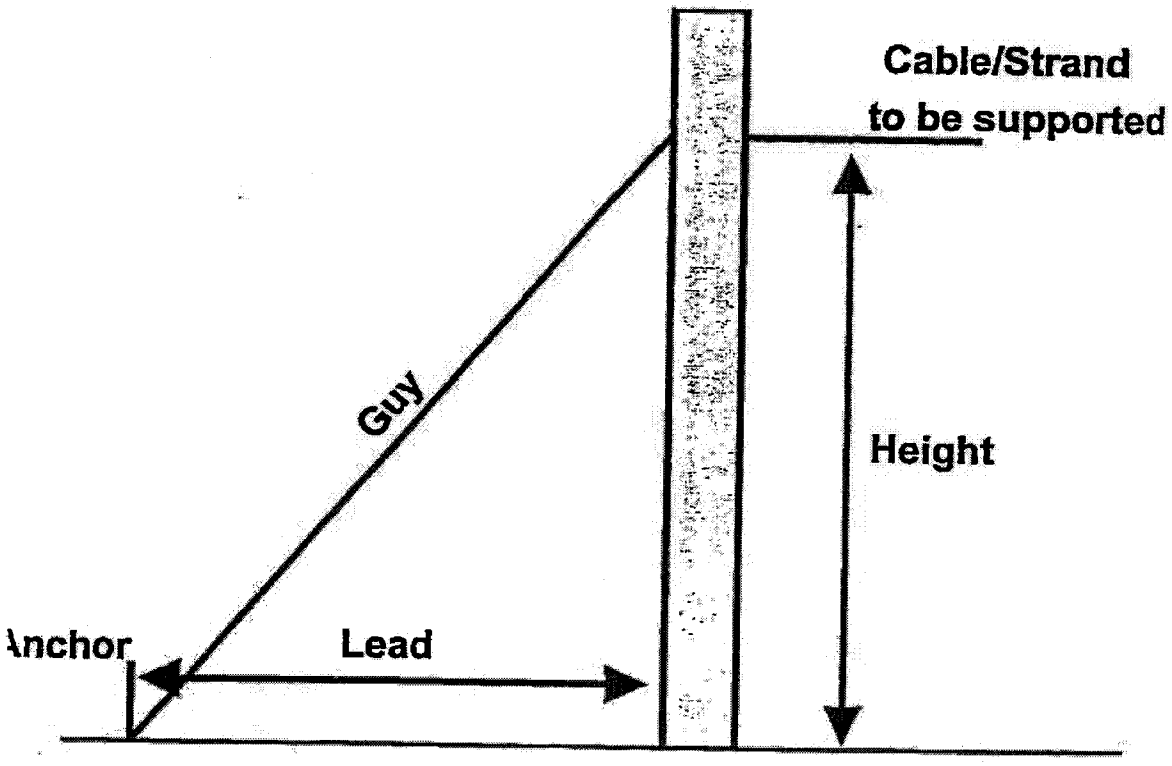
Sizing the Guy

The size of the guy is based on:

- The size of the facilities being supported
- The corner, or pull, on the pole
- The lead and height of the guy.

The lead of a guy is the horizontal distance from the pole to the anchor that the guy attaches to.

The height is the distance from the ground to the attachment being guyed.



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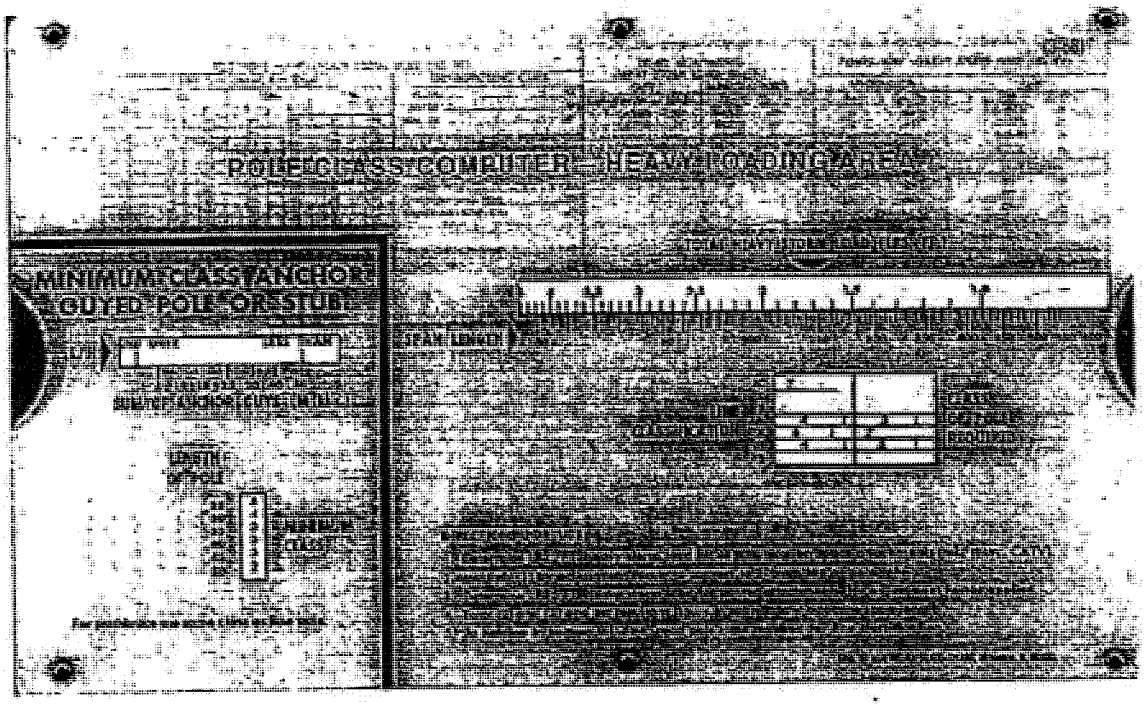
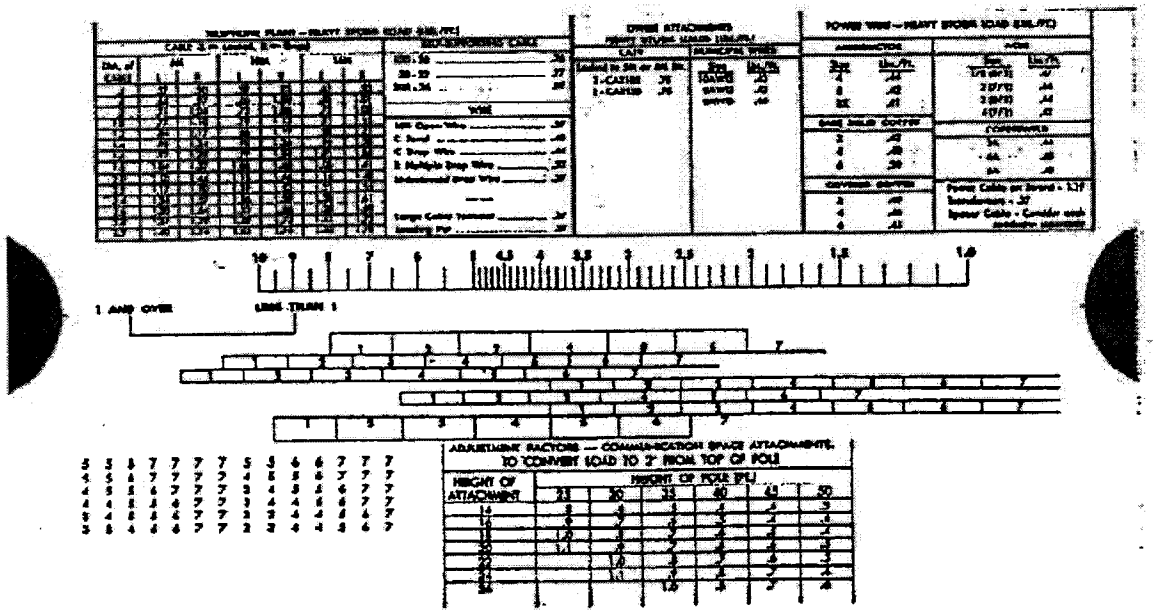
FPL-R14-0033

The Pole Class and Anchor Guy Computer

Pole Class Computer exterior



Pole Class Computer Interior



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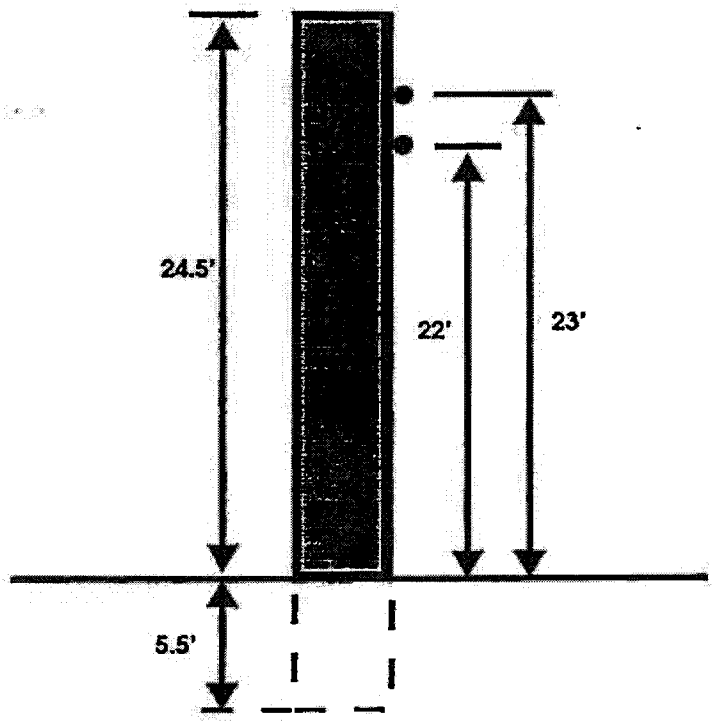
EXAMPLE #P1

Determine the class of a solely used telephone pole with the given conditions:

- Attachments at maximum load.
  - One cable, 1.2" in diameter, lashed to a 6M strand, attached at 23'.
  - One cable, 2.2" in diameter, lashed to a 10M strand, attached at 22'.
- Length of pole is 30'
- Average span length is 250'
- Line classification is A



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EXAMPLE #P1 SOLUTION:

Step 1 Determine heavy Storm Load (Lbs./Ft.) for the cables attached.

a) cable lashed to 6M strand = .84(lbs./ft.)
b) cable lashed to 10M strand = 1.19 (lbs./ft.)
c) Total storm load, .84+1.19 = 2.03(lbs./ft.)

Step 2 Multiply by Adjustment Factor shown on the bottom table of the interior slide. This is to convert the load to 2' from the top of the pole. In this example it is approx. 1 (30' pole, cable attached at 22' and 23')

Step 3 Determine Lbs./Ft. heavy storm load for Power Attachments. In this case, not applicable since the pole is not jointly owned.

Step 4 Total steps 2 and 3 and set the result in the top window opposite the span length (given as 250').
2.03 + 0 = 2.03 set this opposite 250ft.

Step 5 Read hairline in the bottom window. Given line classification as A, the hairline falls through the Class 6 block.

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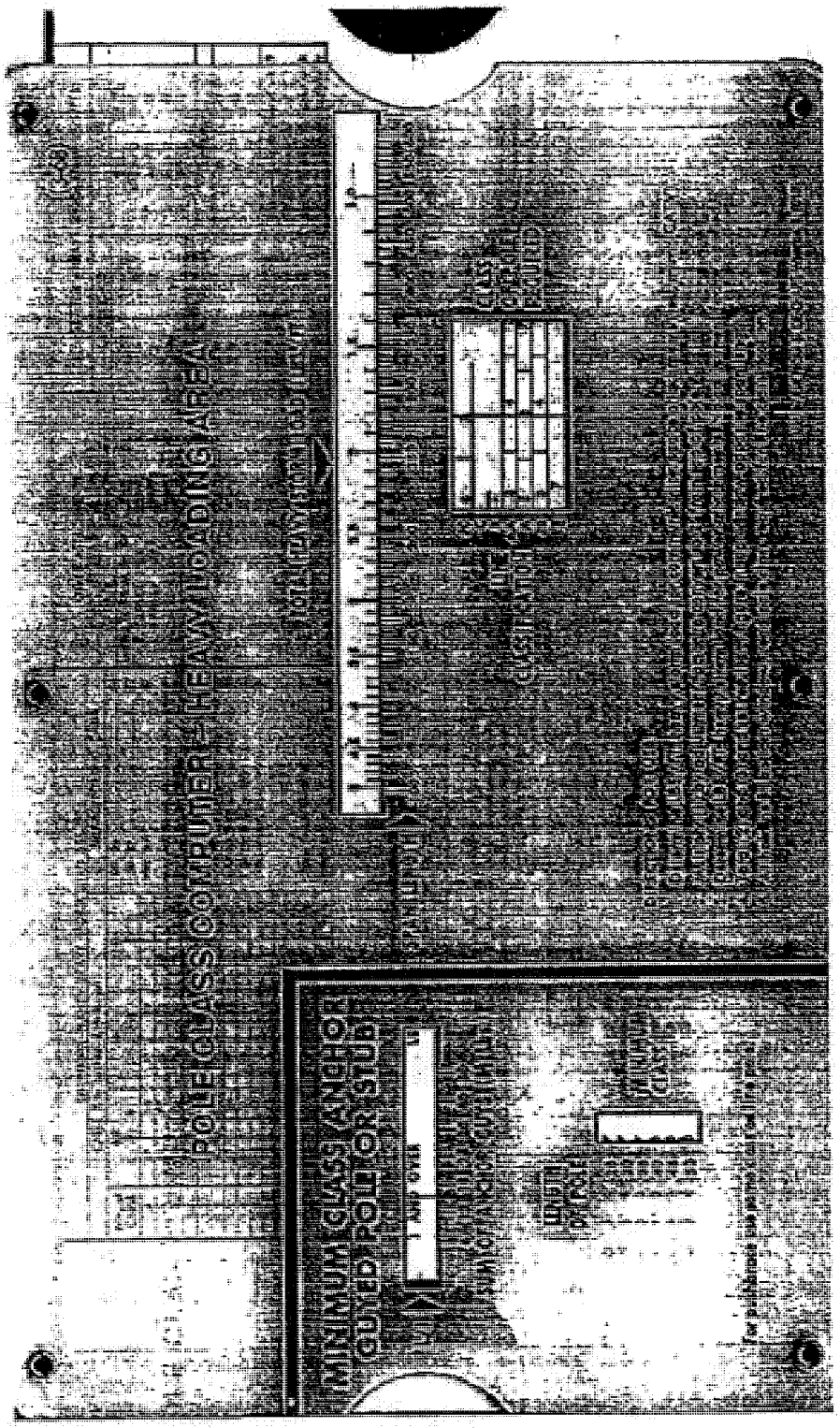

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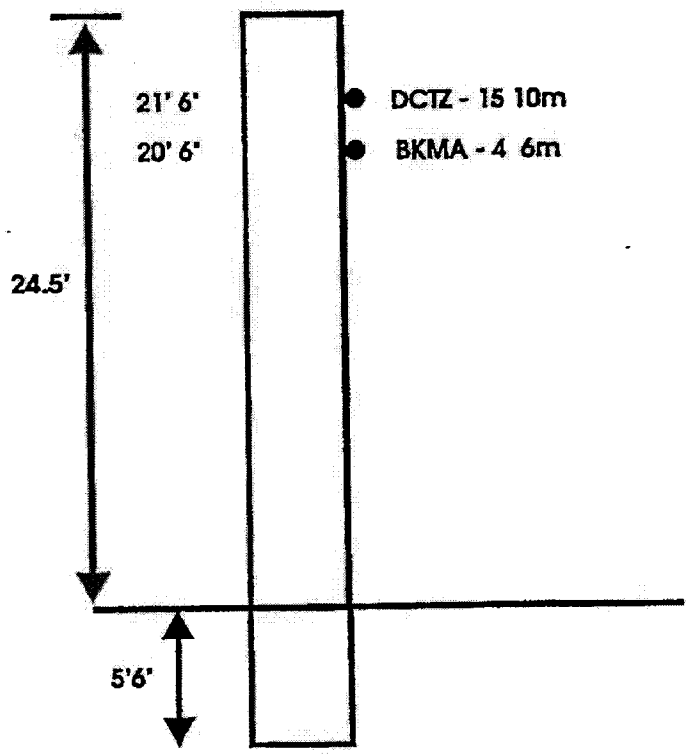
FPL-R14-0037

EXAMPLE #P2

Determine the class of a solely used telephone pole with the given conditions:

- Attachments at maximum load.
  - One BKMA-4 cable, 1.61" in diameter, lashed to a 6M strand, attached at 20'6".
  - One DCTZ-15 cable, 2.10" in diameter, lashed to a 10M strand, attached at 21'6".
- Length of pole is 30'
- Average span length is 150'
- Line classification is AA



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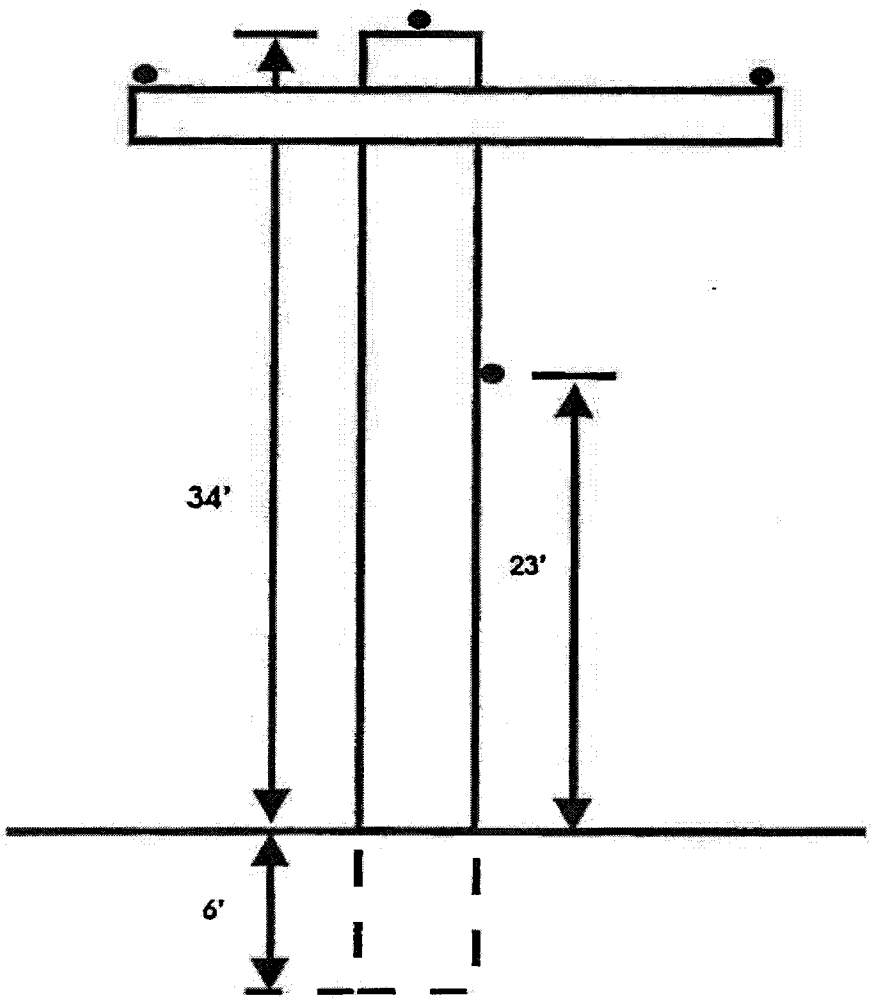
EXAMPLE #P3

Determine the class of a jointly owned telephone pole with the given conditions:

- Attachments at maximum load.
  - One cable, BKMA-2, lashed to a 10M strand, attached at 23'.
  - Three #4 ACSR (7/1) power wires.
- Length of pole is 40'
- Average span length is 325'
- Line classification is JC



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FPL-R14-0039

EXAMPLE #P3 SOLUTION:

Step 1 Determine heavy Storm Load (Lbs./Ft.) for the cables attached.

- One cable lashed to 10M strand = .86(lbs./ft.)

Step 2 Figuring the Adjustment Factor, each attachment separately:

BKMA-2 @ 23': .86 x .75 = .64

Step 3 Determine Lbs./Ft. heavy storm load for Power Attachments.
#4 ACSR (7/1) @ .42 lbs./ft.
3 x .42 = 1.26

Step 4 Total steps 2 and 3 and set the result in the top window opposite the span length (given as 325').
.64 + 1.26 = 1.90 set this opposite 325ft.

Step 5 Read hairline in the bottom window. Given line classification as JC, the hairline falls through the Class 6 block.

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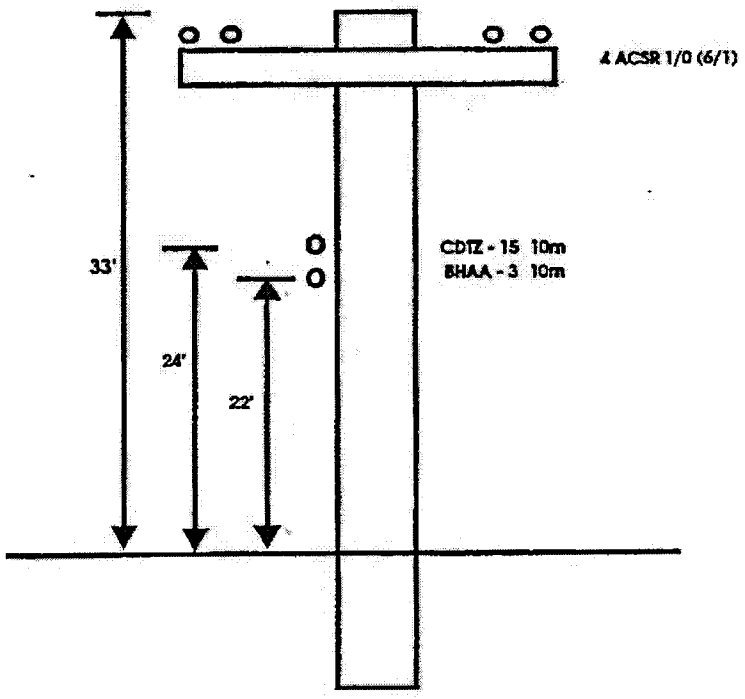
IPLE #P4

ne the class of a jointly owned telephone pole with the given conditions:

- Attachments at maximum load.
  - One CDTZ-15 cable, 2.21" in diameter, lashed to a 10M strand, attached at 24'.
  - One BHAA-3 cable, 1.76" in diameter, lashed to a 10M strand, attached at 22'.
  - Four ACSR 1/0 (6/1) power wires attached at 33'
- Length of pole is 40'
- Average span length is 175'
- Line classification is JC



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Guy Rods And Anchors

M = 1000 lbs.

GUY RODS					
Dia. (in.)	1/2	5/8	3/4	1	1-1/4
Length (ft.)	7	8	9	10	10
Marking*	6M	12M	18M	26M	32M
Type(s) avail.** THIMBLE	SINGLE	DBL	D, T	D, T	D, T
EXPANDING ANCHOR					
Dia. (in.)	6	8	10	12	12
B GUY ANCHOR (Screw Type)					
Size No. and Nominal Dia. (in.)	9	11	13 or 15	-	-
PLATE ANCHOR					
Type	617	622	827	1040S	-
Dimensions (in.)	6 x 17	6 x 22	8 x 27	10 x 40	-
PLANK ANCHOR					
Size	20 or 24	20 or 24	20 or 24	24	-

* Indicates maximum size guy or combination of guys. For example, an 18M rod can take three 6M guys or one 10M and one 6M or one 16M. (Consider the 6.6M guy to be the same as 6M.

** S = Single thimble eye. D = Double thimble eye. T = Triple thimble eye.

Guy Anchors

Power Installed Screw Anchor

Soil Grade	Anchor Size and Type	Rod Size Marking	Eye Nut	Buying Load
1	5-Twin 4	1" 32M	Triple	Up to 32M
2	3-Twin 8	1" 32M	Triple	Up to 32M
2	6-Single 8	3/4" 18M	Double	Up to 18M
5	1-Twin 10	1" 32M	Triple	Up to 32M
5	4-Twin 8	3/4" 18M	Double	Up to 18M
5	7-Single 8	5/8" 12M	Double	Up to 12M
7	2-Twin 10	3/4" 18M	Double	Up to 18M

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Guying Rules (From BSP 621-410-206)

1. Each cable suspension strand should be guyed separately.

2. Exceptions:

   a) When the separation between suspension strands is less than or equal to 2 feet, a single guy may be used

   b) A single guy may be used for 3 16M or smaller suspension strands for a pole with a corner less than or equal to 6 feet

   c) When the corner is greater than 6 feet and 3 16M (or less) strands are attached, a single guy may be used for the 2 upper strands, but the third is to be guyed separately.

   d) In cases of 4 16M or smaller strands, single guys can be used for each pair of strands.

3. Poles should be guyed as follows:

Maximum Allowable Pull for Unguyed Corners

Size of Suspension Strand	Maximum Allowable Pull (Ft.)
6M or 6.6M	3
10M	2
16M or larger	Any detectable amount

4. Where the pull is 50' or less, a side guy should bisect the corner angle.

5. Where the pull is greater than 50', place two head guys.

6. Where there is a right angle (70' pull) two head guys should be placed each in line with the suspension strand that it supports.

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FPL-R14-0043

If the lead/height ratio is greater than or equal to 3/4, head guys for cables may be the same size as the strand they are supporting.

For a lead/height ratio between 1/2 and 3/4 involving 2 or 3 strands, the head guy should be one size greater than the strand it supports.

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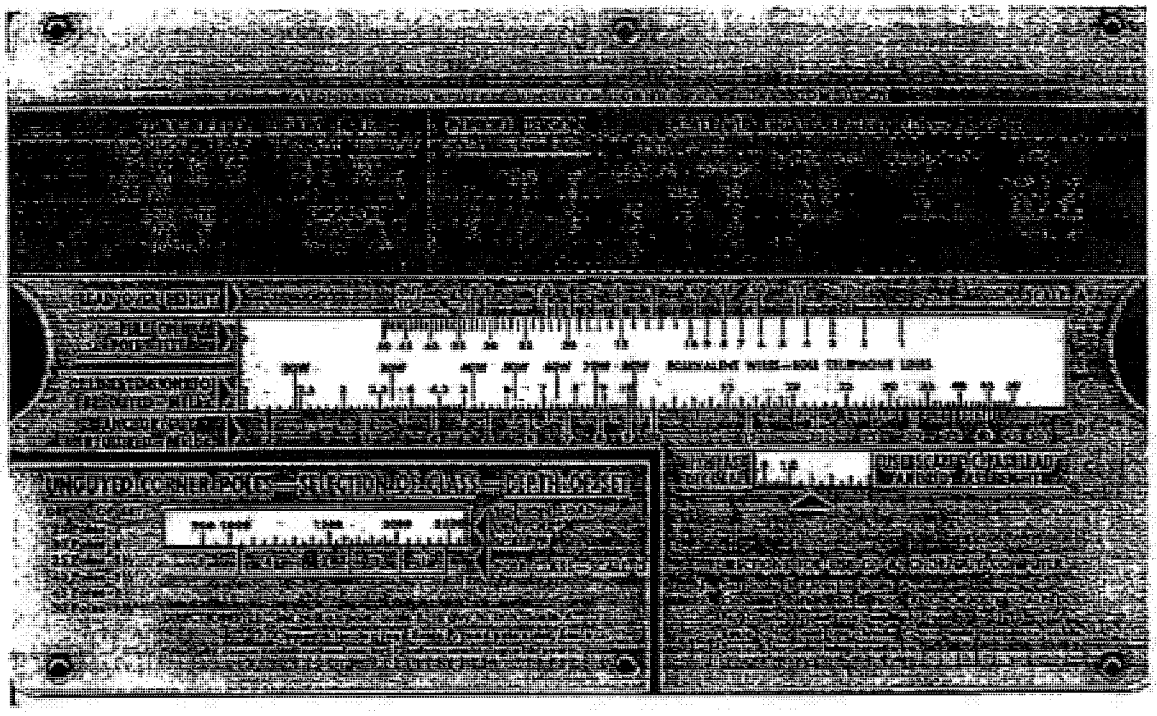
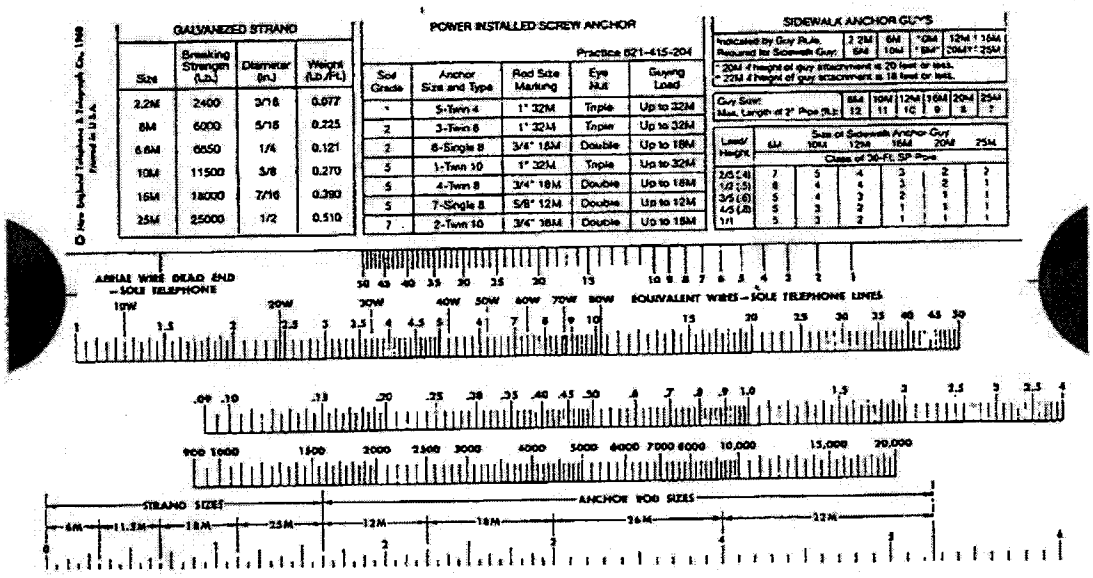
Using the Anchor/Guy Computer





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Necessary pieces of information:

- The Pull on the pole
- What strands are being guyed
- The Lead and Height for the anchor and guy

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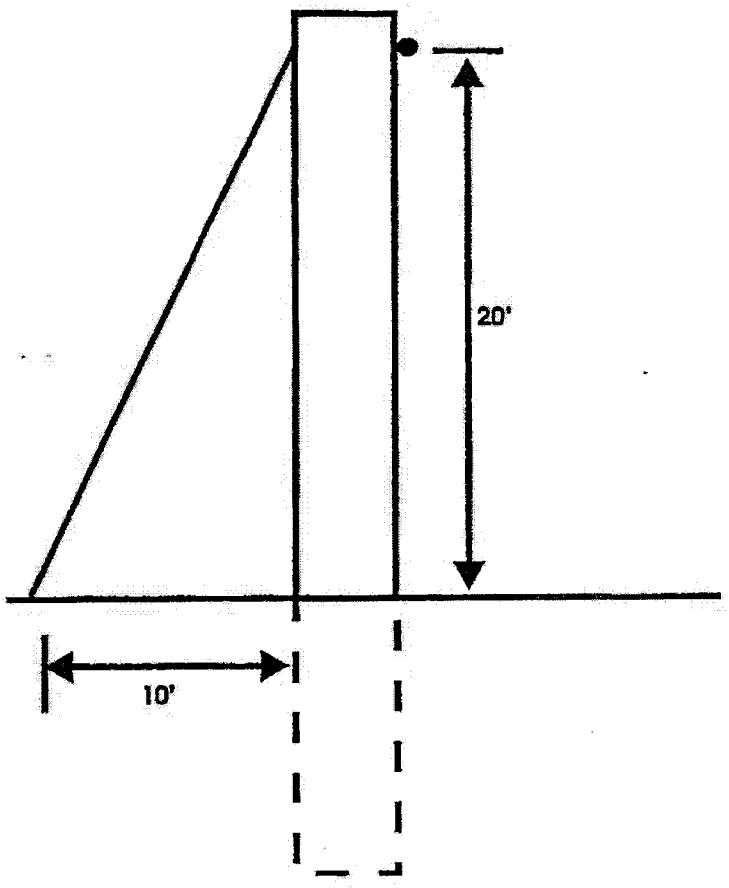
EXAMPLE #A1

Determine the size of anchor and guy for a solely used telephone pole with the given conditions:

- Attachments at maximum load.
  - One cable on 6M suspension strand.
- Lead over height is 10'/20'
- Pull on pole is 30'



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FPL-R14-0047

EXAMPLE #A1 SOLUTION:

Step 1 Determine Lead over Height as a decimal. This may be done with a calculator or by setting 10' (SCALE C) opposite 20' (SCALE D) and reading the result of .50 in the L/H window..

Step 2 Pull on the pole (30') should be set beneath the lead over height decimal (.50).

30' (SCALE B) opposite .50 (SCALE A)

Step 3 We know that we are guying one 6M strand (given), by using the Tables in the shaded gray portion of the scale, we see that the tension is 3.6M for a 6M suspension strand.

Step 4 Leaving the computer set as it is we find 3.6M (Line Tension - SCALE C) and see that it is above 6.5 in SCALE D (Anchor/Guy required). This is the strength required of the anchor/guy, 6500lbs.

Step 5 Now looking at the tables inside the computer:

Under screw anchor we see that 5/8" anchor can withstand up to 12M load, which 6.5M is well within.

Under Galvanized Strand, 10M can withstand up to 11500 lbs., which 6500lbs. is well within (6.6M is not a standard guy strand size).

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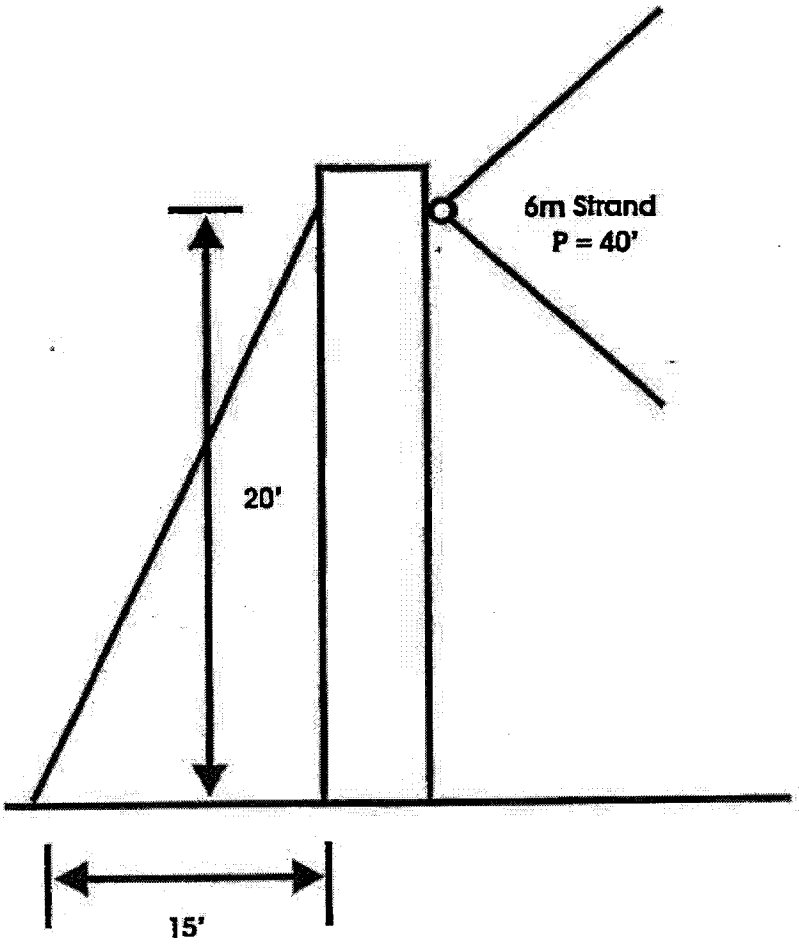
EXAMPLE #A2

Determine the size of anchor and guy for a solely used telephone pole with the given conditions:

- Attachments at maximum load.
  - One cable on 6M suspension strand.
- Lead over height is 15'/20'
- Pull on pole is 40'



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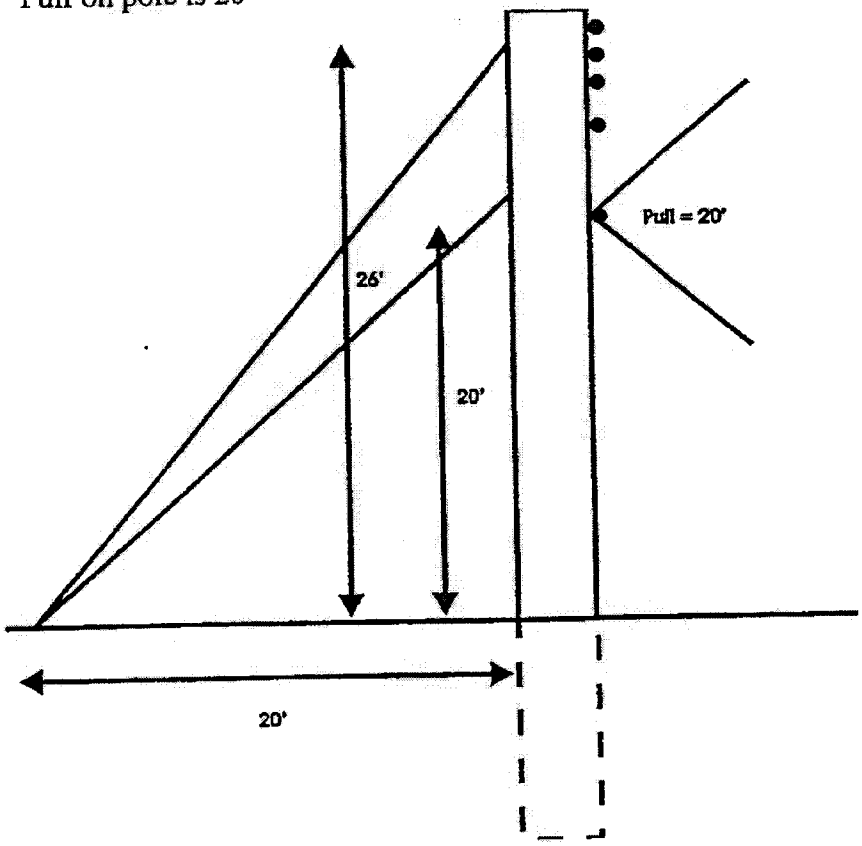
EXAMPLE #A3

Determine the size of anchor and guy for a jointly owned telephone pole with the given conditions:

- Two guy strands, one power, one telephone
  - Telephone guy is attached at 20'
  - Power guy is attached at 26'
- Attachments at maximum load.
  - One telephone cable on 10M suspension strand
  - 3 #4 ACSR (7/1) power wires
- Lead on anchor rod is 20'
- Pull on pole is 20'



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EXAMPLE #A3 SOLUTION:

For anchor rod size:

Step 1 Determine power company requirement.

- Determine Lead over Height as a decimal.
  Set 20' (SCALE C) opposite 26' (SCALE D) resulting in .77 in the L/H window.
- Pull on the pole (20') should be set beneath the lead over height decimal (.77).
  20' (SCALE B) opposite .77 (SCALE A)
- Line tension to be guyed:
  3 - #4ACSR (7/1) has a tension of 3 x 1.4 = 4.2M
- Locate 4.2 line tension (SCALE C), find opposing anchor/guy requirement 4M (SCALE D)

Step 2 Determine Telephone requirement.

- Determine Lead over Height as a decimal.
  Set 20' (SCALE C) opposite 20' (SCALE D) resulting in 1.0 in the L/H window.
- Pull on the pole (20') should be set beneath the lead over height decimal (1.0).
  20' (SCALE B) opposite 1.0 (SCALE A)
- Line tension to be guyed:
  One 10M strand has a tension of 6.9M
- Locate 6.9 line tension (SCALE C), find opposing anchor/guy requirement 5.7M (SCALE D)

Step 3 Add the power and telephone requirements
4.0 + 5.7 = 9.7M

Anchor - 5/8" anchor can withstand up to 12M load (Grade C classification). For Grade B joint use multiply by 1.33
9.7 x 1.33 = 12.9M . Use 3/4" anchor to withstand up to 18M.

For Strand size:

- Telephone -6M can withstand up to 6000 lbs.
- Power - requirement of 4M, guy to be placed and determined by power company.

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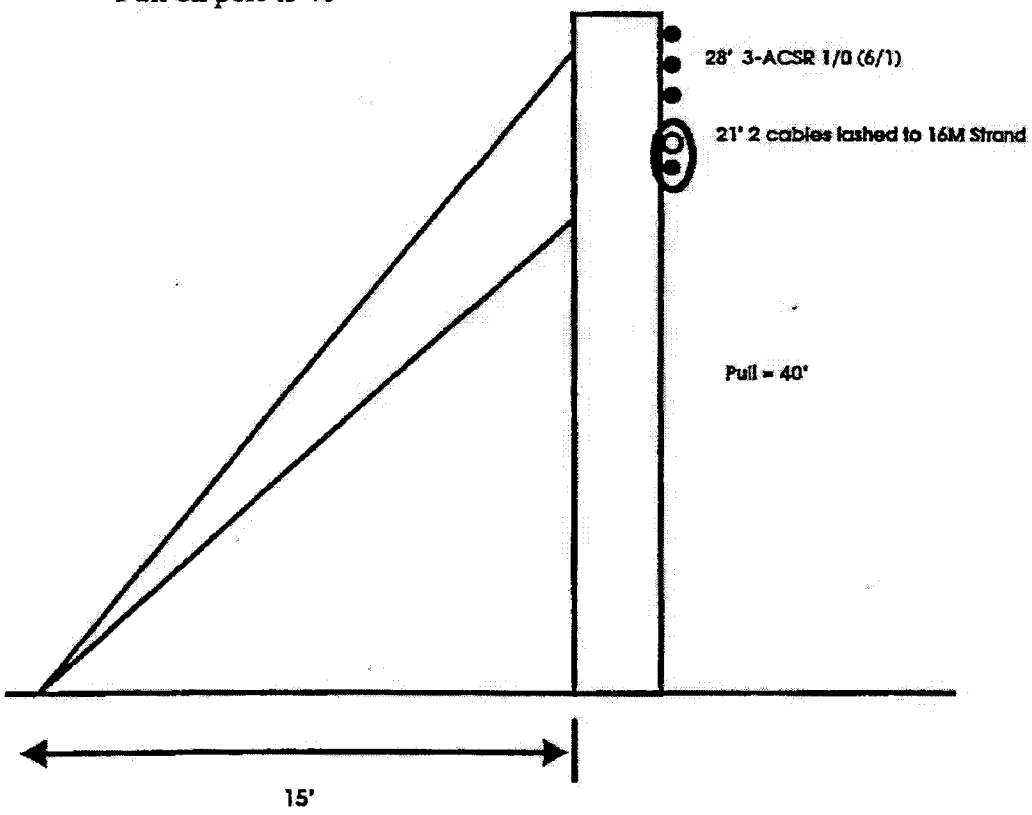
FPLR14-0051

EXAMPLE #A4

Determine the size of anchor and guy for a jointly owned telephone pole with the given conditions:

- Two guy strands, one power, one telephone
  - Telephone guy is attached at 21'
  - Power guy is attached at 28'
- Attachments at maximum load.
  - Two telephone cables lashed to 16M suspension strand
  - 3 #4 ACSR 1/0(6/1) power wires
- Lead on anchor rod is 15'
- Pull on pole is 40'



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FPL-R14-0052

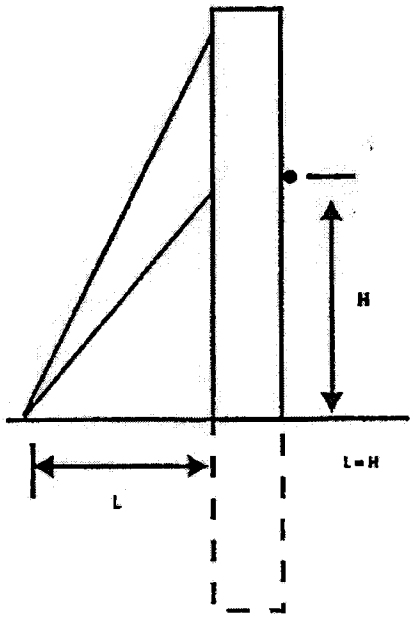
Other scales on this tool:

- Minimum Class Anchor Guyed Pole or Stub
- Unguyed Corner Poles - Selection of Class - Depth of Set
- Sidewalk Anchor Guys

Minimum Pole Class Example

Determine the minimum class of anchor guyed pole or stub given the following conditions:

- Attachments at maximum load.
  - One 6M (6000 lbs. power guy strand attached at the top of the pole
  - One 10M (11500 lbs.) telephone guy
- Length of pole is 35'
- Lead over height or anchor to top guy strand is 1.00



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FPL-R14-0053

Solution to Minimum Pole Class Example

On pole Class Computer side of the tool - lower left portion.

Step 1 In upper window set L/H (1.0) opposite the sum of the guy strands (6 + 11.5 = 17.5 M lbs).

Step 2 17.5 does not show on the scale, figure up to the 18M mark

Step 3 Read pole class for 35' pole as Class 7.

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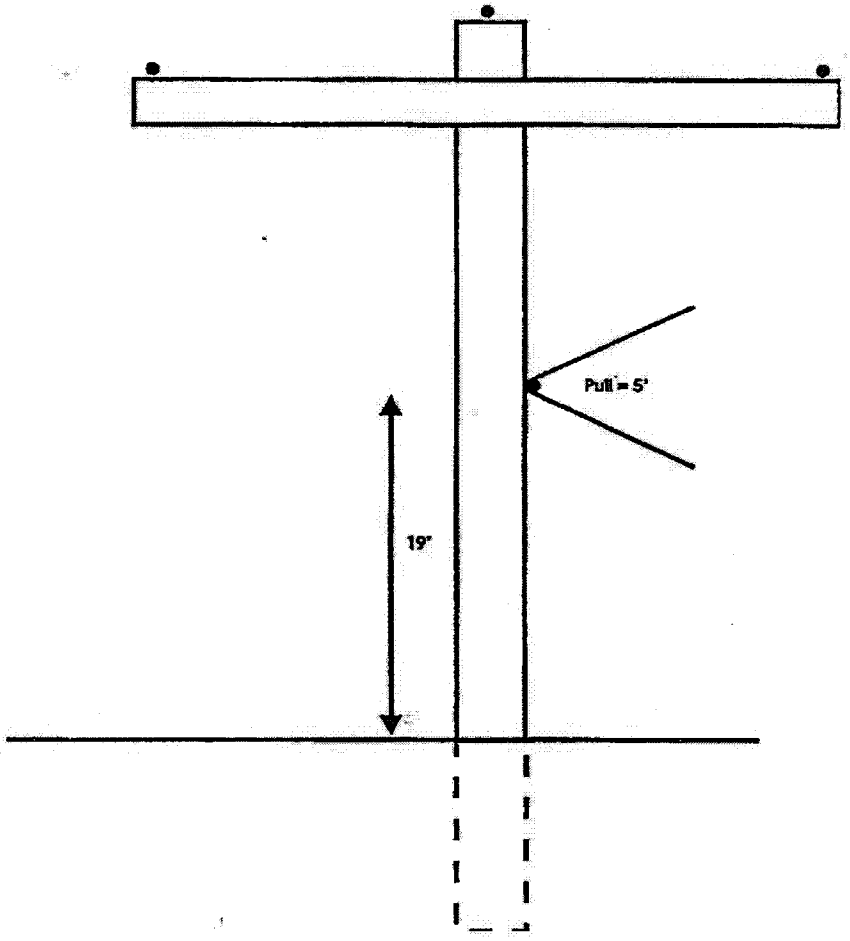
Unguyed Corner Example

Determine the class and depth of set for the unguyed corner pole given the following conditions:

- Attachments :
  - Three #2 (7-1)ACSR power wires attached at the top of the pole
  - One 6M strand with cable attached at 19'
- Pull on pole is 5'



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FPL-R14-0055

Solution to Unguyed Corner Example

On Anchor/Guy Computer side of the tool - lower left portion.

Step 1 Determine tensions of all attachments:

- Power - 3 x 2.1 = 6.3 Lbs.
- Telephone - 1 x 3.6 = 3.6 Lbs.
  3.6 x .7 = 2.5 Lbs. to convert to 2' from top of pole (as notated on computer directions)
- Total tension = 6.3 + 2.5 = 8.8M Lbs.

Step 2 Using the computer, set Pull on Pole (SCALE B) at 5', opposite the words "Guy To Stub" on SCALE A.

Step 3 Look at 8.8M (8800 lbs) on Tension Load on Pole (SCALE F) and read corresponding pole class of 1 (SCALE G).

Step 4 The depth of set for a 35' pole would be 8 1/2' according to the table at lower left corner of the tool.

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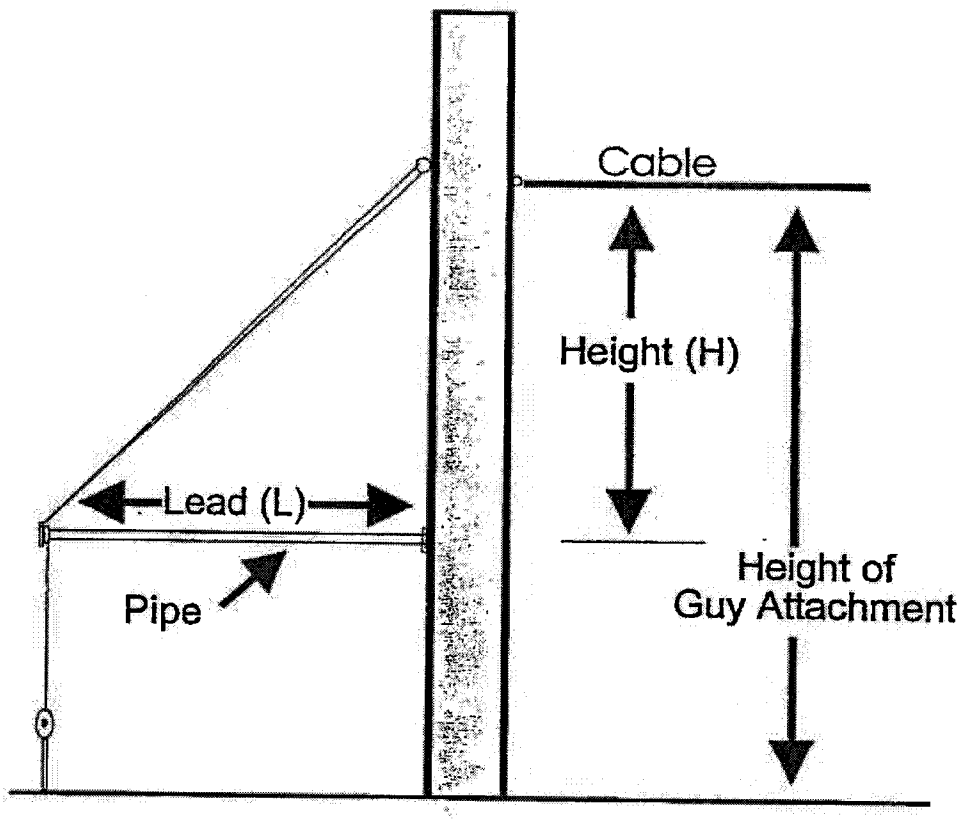
FPL-R14-0056

Sidewalk Anchor Guys

Sidewalk anchor guys are used in guying over sidewalks or other pathways where right-of-way is insufficient to permit placing a guy with required clearance above the sidewalk.



The size of strand required for a sidewalk guy is greater than that indicated by the Anchor/Guy Computer: *

Indicated by Guy Rule	2.2M	6M	10M	12M	16M
Required for Sidewalk Guy	6M	10M	16M*	20M**	25M

***20M if height of guy attachment is 20 feet or less.**

****22M if height of guy attachment is 18 feet or less.**

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FPL-R14-0057

Pipe sizes and lengths for sidewalk anchor guys are as follows:

Use 2-inch pipe for lengths up to those given below. For longer lengths, use 2 1/2 inch pipe.

Guy Size	6M	10M	12M	16M	20M	25M
Max. Length of 2-Inch Pipe (Ft.)	12	11	10	9	8	7

Pole size with sidewalk anchor guys are as follows:

Lead/ Height	Size of Sidewalk Anchor Guy					
	6M	10M	12M	16M	20M	25M
	Class of 30-Ft SP Pole					
2/5	7	5	4	3	2	2
1/2	6	4	3	3	2	1
3/5	5	4	3	2	1	1
4/5	5	3	2	1	1	1
1/1	5	3	2	1	1	1

Note: Poles of other lengths may also be used provide their circumferences 6 feet from the butt are not less than those of the classes of 30 foot southern pine poles indicated above. See Practice 621-020-011 for pole dimensions.

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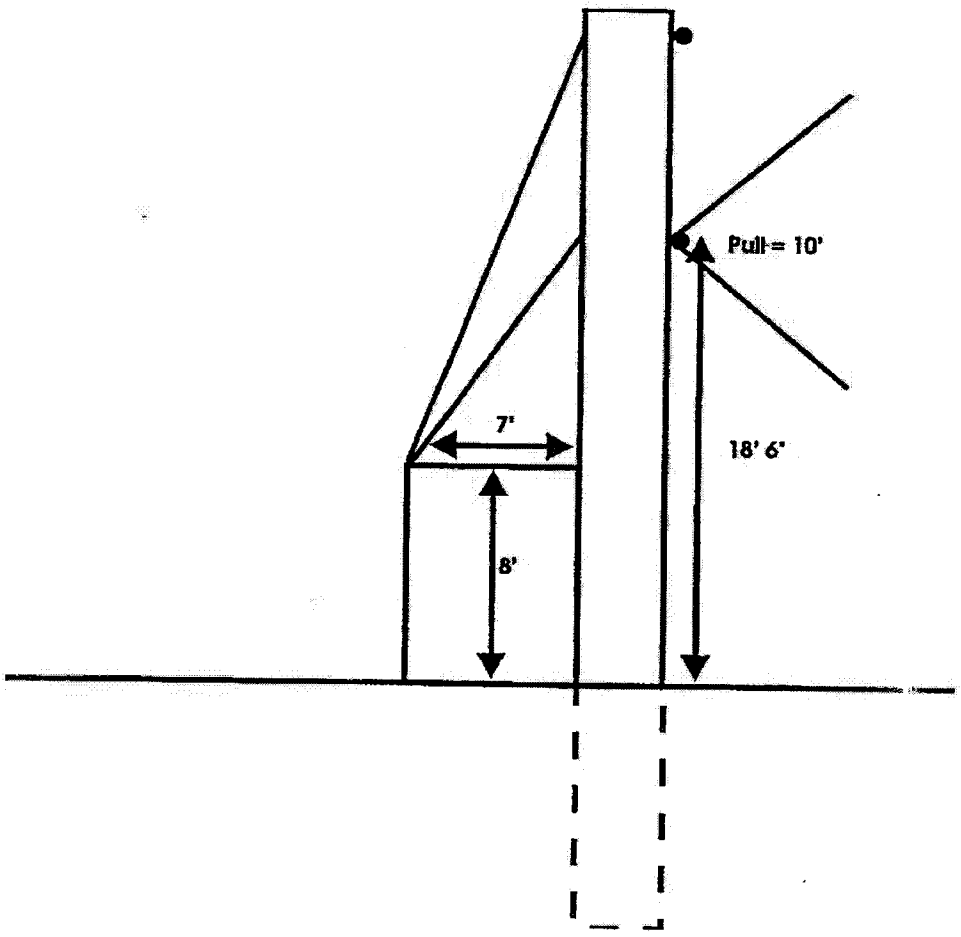
FPL-R14-0058

Sidewalk Anchor Guy Example

Determine the pole class and anchor strength for a sidewalk fixture, given the following conditions:

- Attachments at maximum load.
  - One 6M (6000 lbs).power guy strand attached at the top of the pole
  - One 10M (11500 lbs.) telephone strand attached at 18'6"
- Pull on pole is 10'
- Lead is 7'



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FPL-RR14-0059

Solution to Sidewalk Anchor Guy Example

For this example use the Anchor/Guy Computer.

Step 1 Figure Lead over Height as a decimal:

- Lead = 7'
- Height = 18'6", but we know by definition of a sidewalk fixture, that the pipe will be attached at 8', so we must adjust the height accordingly:
- 18'6" - 8' = 10'6"
- Therefore L/H = .66

Step 2 Determine the tension of the 10M strand using the Communication Tensions Table - 6.9M lbs.

Step 3 Set pull on pole, 10' (SCALE B), opposite lead over height, .66 (SCALE A). Find the guy requirement (SCALE D) opposite 6.9 on SCALE C. Guy requirement of 4.4M lbs - 6M strand.

Step 4 Refer to Sidewalk Anchor Guy Table inside the computer. 6M by guy rule denotes a 10M sidewalk guy requirement.

Step 5 Figure Anchor rod size:

- Total the strand tensions
- 10M Telephone strand + 6M Power strand = 16M
- Rod required is 3/4" which supports up to 18M

Step 6 Figure pole class required by matching L/H (.66 not listed, move up to .8 reference) with the guy tension of 16M on the Sidewalk Anchor/Guy table on the inner sleeve. Class 1 pole is required.

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Clearances for Aerial Plant

Appropriate horizontal and vertical clearance must exist between our plant and other objects (i.e. the wires for other utilities, permanent structures and traffic).

Practices on clearances are summarized in document 11 of the Customer Services Engineering portion of the Outside Plant Engineering Lotus Notes database.

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Customer Services Engineering

Main Heading:Document 011 Issue#:

Description: Clearances--Aerial

CLEARANCES FOR AERIAL PLANT

CONTENTS

11.01 General

11.02 Voltage--A Factor in Clearance

A. Three-Phase "Y" Connection

B. Common Multigrounded Neutral

C. Delta System

11.03 Spacer Cables

11.04 Horizontal Clearances--Poles And Stubs

11.05 Power Cables

11.06 Clearances--Telephone Wire And Cable

11.07 Clearances--Crossing Roads, Alleys, Walkways, Etc.

11.08 Clearances--Running Along Roads, Etc.

11.09 Clearances--Crossing Railroad Tracks

11.10 Reduced Ground Clearances When Point Of Crossing Is Not At Midspan

11.11 Ground Clearances For Electric Facilities

11.12 Clearances And Movement Envelopes--Conductor Crossing

11.13 Clearances On Jointly Occupied Poles

11.14 Cable Extension Arms

11.15 Clearances From Licensee Attachments

11.16 Bibliography

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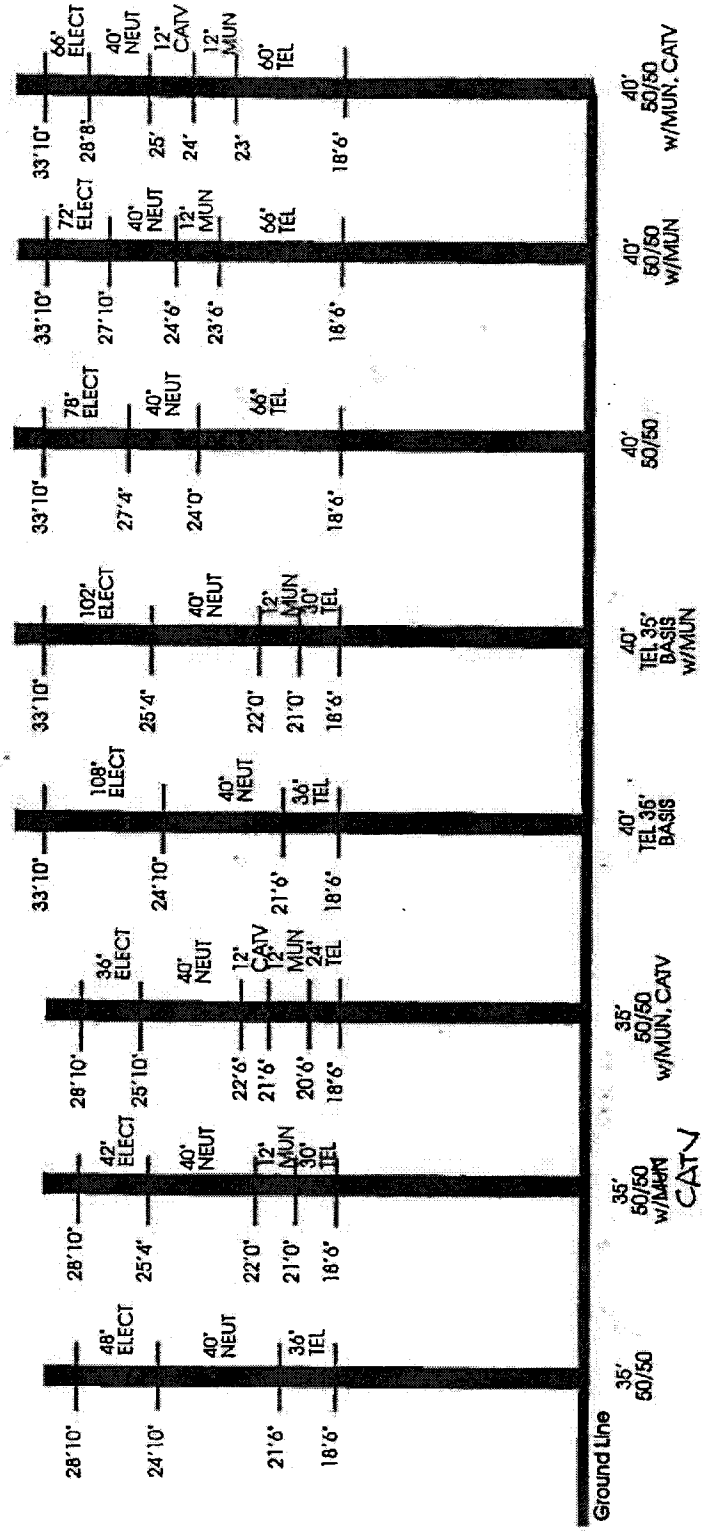
Space Allocation



28' + HOA FOR PWR

(35' pole -
PWR CO HOA WILL ALWAYS BE 28'
40' pole = 33' HOA
45' pole = 38' HOA

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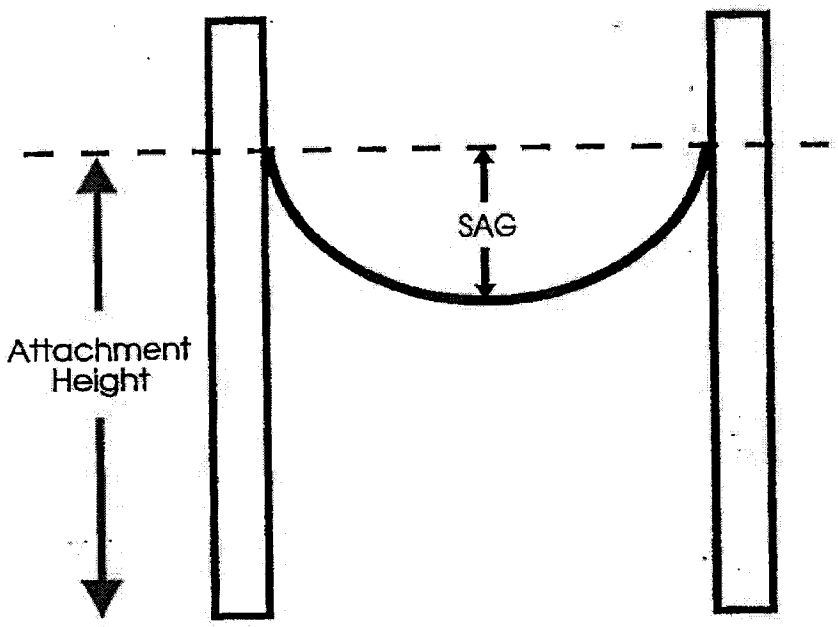
Cable Sag

Each cable has a sag which is dependent on the cable's weight and diameter. In a heavy storm load area, the weight of ice must also be factored in to the amount of sag.



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Charts are available for the use in determining sags under various storm loading conditions:

BR 627-210-018	Suspension Strand Tension and Sags, Copper Conductor Cables
BR 627-700-011	Self Supporting Cable Stringing Sags and Tensions
BR 697-210-020	Optic Fiber Cable - Stringing Sags and Tensions

Clearances For Communications Facilities Crossing Over Roads, Alleys, Driveways, Walkways and Waterways

Situation	Clearance (Ft.)*
Public streets, roads, areas subject to traffic	15.5
Alleys, parking lots, non-residential driveways	15
Residential driveways	15**
Land traversed by vehicles (cultivated, grazing, orchard, forest)	15.5
Spaces or ways accessible to pedestrians only	9.5
Diving boards Clearance in any direction if horizontal can not be met	10 (horizontal) 14
Water of swimming pool	22
Water Areas: No Sailboating involved Sailboating on area of: a) Less than 20 acres b) 20-200 acres c) 200-2000 acres d) 2000 acres and over	14 17.5 25.5 31.5 37.5
Areas posted for rigging or launching sailboats: Clearance shall be 5 ft. greater than that required for size of water area served	

*All clearances are measured at maximum sag condition.
**11.5' clearance for service drops.

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Clearance for Communications Facilities Running Along Public Rights - of - Way but Not Overhanging the Traveled Way

Where Facilities Run	Clearance (max. sag)	Comments
Urban or rural roads and streets	15.5 ft.	May be reduced to 15 ft. if poles are in back of curb or other obstruction.
Alleys, driveways, parking lots	15 ft.	May also cross
Roads in rural areas where it is unlikely that vehicles will cross under the line	13 ft.	May be reduced to 9.5 ft. if ground beneath line is considered accessible to pedestrians only.

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Job Aid

Pole Class / Anchor / Guy Computer Directions

I. Pole Class - (Transverse, Part of Vertical, Part of Bending Moments - eccentric Loads)

STEP 1. Determine lbs./ft/ heavy storm load for communications space attachments (Tel., Munic., CATV)

HOW

1. To calculate the Tel. heavy storm load you need:

   a) Diameter of cable(s) being placed (Eng. Handbook /Notes database)
   b) Size of strand(s) (cable weight, span distance, clearances and sag)
   c) Cable lashed or on rings
   d) Any eccentric loads (terminals, interfaces, etc.)

2. Find out municipal and CATV (call them).

3. Refer to equivalent charts on the inside top left and middle of the slide guide.

   a) For Tel. read from left to right
      Diameter of Cable - Strand Size - Lashed or Rings

   b) Equivalent for CATV and municipal

STEP 2. Multiply (the answer to 1) by the adjustment factor to convert to 2' from top of pole

HOW:

1. To calculate you need:

   a) Height(s) of attachment
   b) Length of pole

2. Refer to adjustment factors chart on the inside bottom middle of the slide guide. You may have to interpolate (read between the lines).

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STEP 3. Determine lbs./ft. heavy storm load for power attachments. no adjustment factor applied.

HOW:

A) Call power company for requirements.

B) Refer to equivalent charts on the inside top right of the slide guide.

STEP 4. Total (2) and (3) and set resultant figure on top line (TOTAL HEAVY STORM LOAD) opposite the SPAN LENGTH.

STEP 5. At hairline in bottom window, read POLE CLASS required for LINE CLASSIFICATION.

II **Guying** - Strand and Anchor requirements

NEED TO:

- Determine Pull on pole.
- Determine LEAD and HEIGHT
- Determine STRAND(S) you are guying for.
- Remember RULES for the number needed.

STEP 1a. **PRELIMINARY** - Get LEAD/HEIGHT ratio (L/H = decimal). Use calculator, your head, or **Scale C** as **LEAD** over **Scale D** as **HEIGHT** and read the L/H as a decimal in the small window.

STEP 1. Locate the **L/H** as a decimal on **Scale A.**

STEP 2. Set the PULL on the pole **Scale B** under **L/H.** This sets the STAGE.

STEP 3. Find the total TENSION you are guying for on **Scale C** (to calculate the tension, you find the equivalent tension for the strand(s) you are placing, e.g., 6M = 3.6M lbs. at the top of the slide guide).

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STEP 4. Then read down to **Scale D** to find the anchor and guy required. (N.B. if you have a JB pole line classification, you must multiply the result by 1.33 before determining the anchor and guy equivalent.)

STEP 5. Relate the value from **Scale D** to a guy and anchor size from the Engineering handbook /Notes Database

III. Pole Class - Minimum Class Anchor Guyed Pole or Stub (Vertical Tension of Guys)

NEED TO:

- Determine **L/H** (Lead / Height) Ratio
- Determine total **Breaking Strength** of all guys.
- Determine length of pole required.

STEP 1. Set **L/H** over sum (Total) of anchor guys.

STEP 2. Read the minimum class for the specific pole length.

IV. Pole Class - Unguyed Corner Poles - (Part of Bending Moments)

NEED TO:

- Determine the Pull.
- Determine strand(s) you are guying for.
- Determine length of pole needed.

STEP 1. Set **Pull** on pole **(Scale B)** under **Guy to Stub (Scale A)**

STEP 2. Determine the tension equivalents for the strand(s) you are placing (charts on top of the guying side) and multiply the total tensions by .7 (adjusts to 2' from top of pole). Locate on **Scale F** - tension load. Read down to **Scale G** for the Pole class.

STEP 3. Check for the depth of set and note on plans.

PROPRIETARY
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PUBLIC VERSION

Reply Exhibit 13

Pole Top Evaluation Form

Attacher [redacted]

Address of pole: MIAMI GARDENS RD SW SIDE 1 P NW OF SW 56TH AVE

Geographic Coordinates of Pole: Lat 25.977925 N, Long -80.198455 W

Is wind tunnel testing complete and successful (Circle One): (Y) or N Include test results.

Wind Load Requirements at the antenna location (Circle One): (Grade B) EWL _____ mph

Is the pole wood or concrete? WOOD
Pole Height: 45 ft, Pole Class: 2, Setting Depth: 7 ft

Wind Load: Maximum allowable moment on the existing pole 30585 ft-lbs

Calculated wind load on the existing pole after installation of equipment 7342.871 ft-lbs
Include calculations on a separate sheet

Basic Impulse Insulation Level (BIL) with existing FPL hardware: Before attachment 400
After attachment 210 Include calculations on a separate sheet

Calculated lightning flash collection rate: Before attachment .00158 flash/yr After attachment .001823 flash/yr
Include calculations on a separate sheet (Based on Flash Density of 14flashes/sq km /yr)

Is proposed pole accessible by bucket truck (Circle One)? (Y) or N

Is proposed pole adjacent to a major highway (Circle One)? Y or (N)

Is proposed pole adjacent water crossing (Circle One)? Y or (N)

Is proposed pole adjacent to state or federal protected land (Circle One)? Y or (N)

Will proposed pole meet the approval of the FAA (Circle One)? (Y) or N

Will proposed pole location require a beacon light (Circle One)? Y or (N)

Will proposed pole be considered an antenna structure by any agency if the antenna is affixed? (Circle One)? Y or (N)

Will proposed location readily accommodate the installation of the electrical meter in accordance with FPL standards (See FPL's Electric Service Standards filed with the Florida Public Service Commission) (Circle One)? (Y) or N

Will proposed location have an impact on wildlife as defined in the Environmental Impact Evaluation sheet located in the Permit Application Manual (Circle One)? Y or (N)

Page 1 of 2

Continued from Page 1

Will outreach to the community be made for this location (Circle One)? (Y) or N

Will work above the communication space (as defined in the NESC) be conducted by FPL approved (verified within the last two months) electrical contract line workers (Circle One) (Y) or N

Has contractor been told the facilities they will be working in and above are hot, lethal and are not to be de-energized (Circle One) (Y) or N

Does the pole require modifications to accommodate the attachment (Circle One)? (Y) or N

Describe and Explain: EXISTING 40/3-J POLE TO BE REPLACED WITH 46/2-J
SINGLE PAHSE POST TOP PRIMARY INSULATOR TO BE REPLACED WITH SIDE POST INSULATOR (VERTICAL FRAMING)

I certify that all the entries placed on this two page Pole Top Evaluation Form and the calculations that support them were made by me and are in compliance with the latest revisions of the National Electrical Safety Code, FPL's requirements or any other code or enforcement associated with this activity.

Licensee: [redacted]

By: [redacted]

SIGNATURE

TITLE

WINDLOAD BIL 4 Flat Dat ONLY

LICENSE No [redacted]

STATE OF FLORIDA PROFESSIONAL ENGINEER

Engineer's Seal

FPL Use Only	
☐ Approved	☑ Denied
☐ Approved, reserving for FPL's future plans	Denied by: ANGELO RODRIGUEZ
Approved by: _____	Date Denied: 1/22/2013
Date Approved: _____	Reason for denial: (Lack of Capacity), (Safety), (Reliability), (Applicable Engineering Concerns)
Signature: _____	See "Feasibility Analysis" for specificity of denial
	Signature: _____

Page 2 of 2

WIND LOAD CALCULATIONS

Date: 11/14/12

Pole # 11 2
Pole Type (wood/concrete) WOOD
Pole Class 2
Grade B or C Const. Pole Length 45
B Setting Depth 7
Span length 1 90
Span length 2 100
AVG SPAN 95

WINDLOADING MOMENT
ALLOWABLE 30585
CALCULATED 7343

Wind Loading OK? PASS (YES/NO)

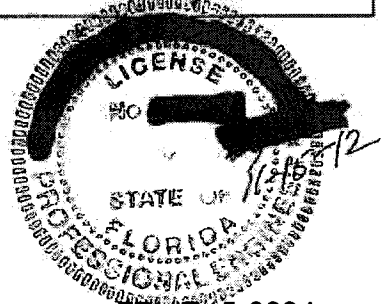
Permit No. 73-12-105

CONDUCTORS		Number of Conductors		Wind Load Per Ft. (Table I)		Avg. Span Length		Height Above Ground	+ Setting Depth 3	= MOMENT (ft.-lb.)
PRIMARY	SIZE									
PRI	2T	1	x	0.237	x	95	x	32.00	+ 2.33	= 773.02
PRI	0	0	x	0	x	95	x	37.00	+ 2.33	= 0.00
PRI	0	0	x	0	x	95	x	0.00	+ 2.33	= 0.00
0	0	0	x	0	x	95	x	0.00	+ 2.33	= 0.00
0	0	0	x	0	x	95	x	0.00	+ 2.33	= 0.00
0	0	0	x	0	x	95	x	0.00	+ 2.33	= 0.00
NEU.SEC	SIZE									
NEU	2T	1	x	0.237	x	95	x	24.33	+ 2.33	= 600.40
0	0	1	x	0	x	95	x	20.00	+ 2.33	= 0.00
0	0	1	x	0	x	95	x	0.00	+ 2.33	= 0.00
0	0	1	x	0	x	95	x	0.00	+ 2.33	= 0.00
0	0	1	x	0	x	95	x	0.00	+ 2.33	= 0.00
0	0	1	x	0	x	95	x	0.00	+ 2.33	= 0.00
FOREIGN UTILITIES		SIZE								
0		0	x	0	x	95	x	0.00	+ 2.33	= 0.00
CATV		0.75	x	0.5625	x	95	x	19.83	+ 2.33	= 1184.53
0		0	x	0	x	95	x	0.00	+ 2.33	= 0.00
0		0	x	0	x	95	x	0.00	+ 2.33	= 0.00
0		0	x	0	x	95	x	0.00	+ 2.33	= 0.00
0		0	x	0	x	95	x	0.00	+ 2.33	= 0.00
PROPOSED ATT		SIZE								
TELC		1	x	0.75	x	95	x	20.83	+ 2.33	= 1650.63
								TOTAL MOMENT DUE TO CONDUCTORS		= 4208.57

EQUIPMENT		Wind Load Force in lbs		Height Above Ground	+ Setting Depth 3	= MOMENT (ft.-lb.)
TRANSFORMERS	KVA					
1 Phase	37	41	x	40.5	+ 2.33	= 1756.17
2 Phase	0	0	x	0	+ 2.33	= 0.00
3 Phase	0	0	x	0	+ 2.33	= 0.00
CAPACITORS						
0	1	x 0	x	0	+ 2.33	= 0.00
REGULATORS						
0	1	x 0	x	0	+ 2.33	= 0.00
RECLOSERS						
0	1	x 0	x	0	+ 2.33	= 0.00
AUTOMATED SWITCH						
0	1	x 0	x	0	+ 2.33	= 0.00

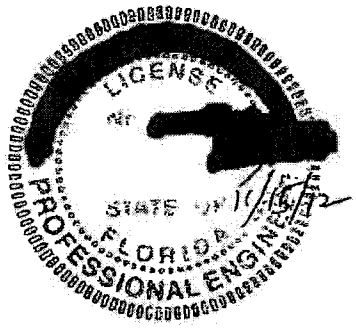
RISERS	SIZE	Riser Height above Grnd		Wind Load Force in lbs per ft.		Riser Height above Ground 2	+ Setting Depth 3	= MOMENT (ft.-lb.)
RISER CONDUIT	2	38.00	x	1.7	x	19.00	+ 2.33	= 1378.13
0	0	0.00	x	1.7	x	0.00	+ 2.33	= 0.00
						TOTAL MOMENT DUE TO EQUIPMENT		= 3134.30 ft.-lb.
						TOTAL ALL MOMENTS		= 7342.871 ft.-lb.

WINDLOAD2003 - 4 April 03

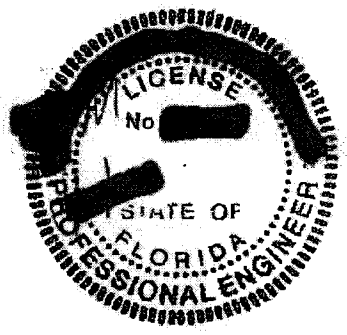


BIL
Permit# 73-12-105
Pole# p 11-2

	BIL KV	=	BIL insulator KV	+	BIL wood pole 55 KV/ft		
						insulator	P-N ft
Existing	400	=	180	+	220	35kv post top procelien	4
Proposed	210	=	210	+	0	45kv side post procelien	



permit# 73-12-105
pole# p 11-2
Address MIAMI GARDENS RD SW SIDE 1 P NW OF SW 56TH AVE



Lightning Flash Collection Rate

$N = N_g \times [28h^{0.6} - b] / 10$

N = Lightning Flash Collection Rate in Flashes/100 km/yr
N_g = Ground Flash density in flashes /km^2/yr
h = height of structure in meters
b = structure width in meters for pole line this is approx = 0

N_g for south Florida assumed value 14 flashes /km^2-year
from Electric Power Engineering Handbook by L.L.Grigsby
fig 6.3 data from VAISALA

$N = N_g \times 2.6\ h^{0.6}$

	Flashes/100km /yr					meters	feet
existing	158.0236	= N =	14 x	11.2874	existing height=	10.2108	33.5
proposed	182.2765	= N =	14 x	13.01968	proposed height=	12.954	42.5

NOTE the wire height will not change. Therefor the Lightning Flash collection rate for the line itself will not change.
The calculated change will apply only to the pole being replaced.

N_{pole} = Lightning flash collection Rate for the Antenna-Pole
size of antenna = .407meters diameter use effective length of 1 meter
N in Flashes/100km /yr

Existing N_{pole} = N x Distance = N/100km (1meter) (km/1000meters) = 0.00158 flashes /year

Proposed N_{pole} = N x Distance = N/100km (1meter) (km/1000meters) = 0.001523 flashes /year

Feasibility Analysis

After reviewing the pole top evaluation for the pole located at:

Address of pole: MIAMI GARDENS RD SW SIDE 1 P NW OF SW 56TH AVE, West Park, FL
Geographic Coordinates of Pole: Lat 25.977925 N, Long -80.198455 W
Described as Pole 11-2 on permit # 73-12-105

Florida Power and Light Co. (FPL) is **denying** pole top access to this pole (Pole 11-2).

As a potential alternative to Pole 11-2 on permit # 73-12-105, might we suggest you consider the FPL pole 115 ft northwest of your requested location at the location below?

Approximately: 139 Miami Gardens Rd, West Park, FL
Lat 25.978208, Long -80.198611

FPL's precise concerns of your proposed pole top antenna at this location (and how they relate to lack of capacity, safety, reliability, or engineering purposes):

- Pole change-out would be required, either because the pole is not tall enough or the pole is not strong enough to accommodate the antenna attachment – Insufficient Capacity.

[redacted] requests that FPL replace Pole 11-2 with a taller pole (expand capacity) in order to accommodate the installation of your pole top antenna attachment. Due to our concerns for safety, reliability and applicable engineering purposes at this location, as discussed below, FPL will not change-out Pole 11-2 to accommodate your proposed installation.

- Proposed installation requires grounded cable to pass through the power supply space in a location where a work crew would not expect cable to exist, and is therefore unsafe. This also would alter the normal FPL work methods necessary to accommodate the antenna. – Safety and Reliability.

FPL's normal distribution work method for work in the primary electric work zone of Pole 11-2 does not include work methods for grounded and foreign cable passing through the primary work space. FPL crews are not trained to work in this environment and do not expect to encounter this construction when restoring power or maintaining facilities. The unfamiliarity aspect provides concern for FPL line worker safety and any mistake will potentially be a cause for an outage. Additionally, the increased work load to meet the equipotential grounding requirements [OSHA 1910.269(n)] to bond all the metal and additional ground wires during restoration activities associated with your proposed pole will result in longer outages, thereby reducing reliability to electric customers.

- Proposed pole location is a radial line that would isolate customers when an outage occurs – Reliability, Applicable Engineering Concerns.

For engineering and reliability reasons, FPL requires a pole top antenna to be installed on a pole that can be isolated from the system if conductor voltages are equal to or greater than primary voltage. This isolation provides FPL assurance that, if the antenna were to cause a problem, the

Feasibility Analysis

electric customers on both sides of the antenna pole can continue to be served when the antenna pole is isolated. In this situation, if the antenna on this particular pole were to cause an outage, FPL has no way to readily isolate Pole 11-2; all the customers on this particular circuit will be without electric service until the problem is resolved.

- Non-FPL construction standards are required to accommodate the installation of the antenna and/or equipment. – Applicable Engineering Concerns and Insufficient Capacity

To meet the FPL construction standard requirements and improve the basic impulse insulation level for pole top antenna installations, the standard 35 kV insulator for this location must be replaced with a non-standard 45 kV insulator. Pole 11-2 is in a 13 kV area. In 13 kV areas, FPL's existing practice when replacing insulators for electric purposes is to replace those insulators with 35kV insulators. For engineering reasons, FPL builds its system in a manner such that the material used by area is common from one pole to the next. Thus FPL creates standards to meet that requirement. When an FPL crew encounters a construction build, they should be able to identify the circuit voltage and be comfortable they understand the facilities they are working on. Replacing insulators with 45 kV insulators on Pole 11-2 for the attacher results in methods not normally employed by FPL in its operations and therefore Pole 11-2 has insufficient capacity.

- Proposed installation will result in a decrease of the Basic Impulse Insulation Level (BIL) level when compared to the BIL level prior to installation. BIL level can only be returned to an acceptable level by using construction methods and materials different from those used in FPL's own operations. – Safety, Reliability and Applicable Engineering Concerns.

Your calculation (210 kV) of the BIL at this location, after the proposed antenna installation, demonstrates that the installation of your equipment will reduce the insulation level of FPL's flashover protection on Pole 11-2 by 48%. Additionally your proposed installation will decrease the BIL level below FPL's design standard BIL level of 350 kV for Pole 11-2 (engineering concerns). Decreasing insulation levels and increasing flashover potential will, in turn, increase the likelihood of outages, increase the safety risk of those working around these facilities and expose FPL's and customers' facilities to a greater chance of damage resulting from flashovers (safety, reliability and applicable engineering concerns).

- The location of the antenna installation significantly increases the probability of lightning strikes– Safety, Reliability and Applicable Engineering Concerns.

While the most recent research on lightning flash density of this requested location shows that it is greater than 14 flashes/km^2/year, your calculation using 14 flashes/km^2/year demonstrates that your request for an antenna on Pole 11-2 will increase the probability risk of lightning strikes on the pole structure by fifteen percent. A more accurate approach to calculating lightning strikes is to include shielding factors. Your calculation does not take into account the shielding of surrounding objects (For Pole 11-2, there are two houses and several trees) that would deflect some of the direct lightning strikes on the Pole 11-2.

Feasibility Analysis

The number of strikes to a pole structure is directly related to the pole's height, the flash density of the location and a variant of the sum of shielding factors associated with objects surrounding the pole. IEEE demonstrates in Std. 1410-2004 the impact of shielding factor on the number of lightning strikes on a distribution line by using the formula $N_s = N[1-(\sum SF)]$. When the surrounding objects are close and taller or similar in height to the pole, the direct lightning strike possibility (or risk of lightning) approaches zero, because the sum of the shielding factors approach one (1). However when the proposed structure (Pole 11-2) is nine feet taller than the existing structure, the shielding factors associated with the surrounding shielding objects (which do not change height) rapidly diminish. An example of this diminishing effect is displayed in IEEE Std. 1410-2004 Figure 4. The resultant probability of lightning strikes to Pole 11-2 would increase to a number significantly greater than fifteen percent of the existing pole.

Any increase to the probability of direct lightning strikes presents an unacceptable increase of risk to electric customer reliability, crew safety, FPL's facilities and the property of FPL's electric customers.

Regarding your note on the calculation work sheet stating, "the wire height will not change. Therefor [sic] the Lightning Flash collection rate for the line itself will not change. The calculated change will apply only to the pole being replaced." -- this note does not address the fact that the direct lightning strike, that would have otherwise been shielded by surrounding objects, on the attacher's equipment or the top of Pole 11-2 will flashover from the attacher's cable or other facilities to FPL's facilities from the top of the pole or as it passes by the primary facilities. This flashover will cause an outage (reliability). See the following notes from IEEE 1410-2004, IEEE Guide for Improving the Lightning Performance of Electric Power Overhead Distribution Lines:

- "Lightning may have a significant effect on a line's reliability, especially if the poles are higher than the surrounding terrain. *More flashes are collected by taller structures.*"
- "Unless distribution-line insulation is protected with a shield wire or arresters, all direct lightning strikes *will cause* flashovers regardless of insulation level, conductor spacings, or grounding."
- "It is assumed that all flashovers *will cause* faults on the distribution circuit..." [Emphases added])

Even if a direct strike to the proposed antenna could be completely isolated from FPL's equipment by using methods not normally employed by FPL in its operation of Pole 11-2, the induced voltage from the (increased probable) strike in close proximity would be enough to cause an electrical outage by flashover (See IEEE Std. 1410-2004).

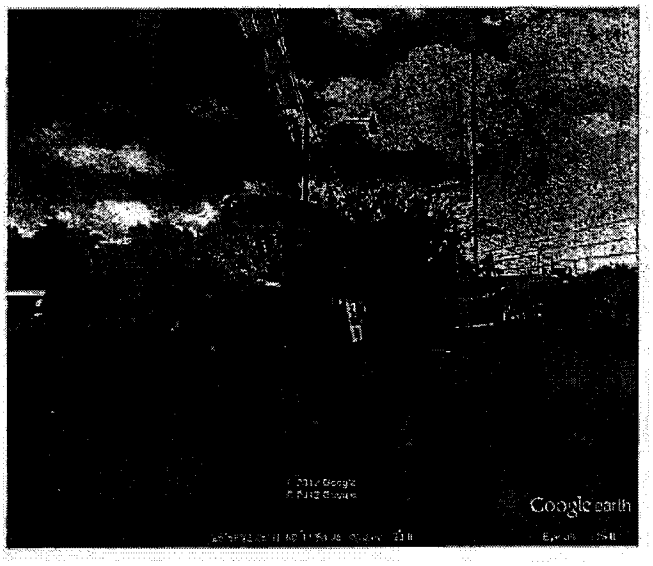
Potential Alternate Antenna Location:

As noted above, a potential alternative to Pole 11-2 on permit # 73-12-105, we suggest you consider the FPL pole 115 ft northwest of your requested location (see photo below).

Feasibility Analysis

Approximately:
139 Miami Gardens Rd, West Park, FL
Lat 25.978208, Long -80.198611

A pole top evaluation for this particular FPL pole would not be required. FPL will, of course, work with you on any pole you submit for evaluation.



Product Engineering Dept - FPL
5110 NW 159 Street Miami, FL. 33014
(305) 626-3003

January 22nd, 2013

Pole Top Evaluation Form

Attacher: [redacted]

Address of pole: 2107 3RD ST W , BRADENTON

Geographic Coordinates of Pole: Lat 27.480236 N, Long -82.565079 W

Is wind tunnel testing complete and successful (Circle One): (Y) or N Include test results.

Wind Load Requirements at the antenna location (Circle One): (Grade B) EWL _____ mph

Is the pole wood or concrete? WOOD
Pole Height: 45 ft, Pole Class: 2 , Setting Depth: 7 ft

Wind Load: Maximum allowable moment on the existing pole 30585 ft-lbs

Calculated wind load on the existing pole after installation of equipment 5870 ft-lbs
Include calculations on a separate sheet

Basic Impulse Insulation Level (BIL) with existing FPL hardware: Before attachment 372.5
After attachment 180 Include calculations on a separate sheet

Calculated lightning flash collection rate: Before attachment .00168 flash/yr After attachment .001836 flash/yr
Include calculations on a separate sheet (Based on Flash Density of 14 flashes/sq km /yr)

Is proposed pole accessible by bucket truck (Circle One)? (Y) or N

Is proposed pole adjacent to a major highway (Circle One)? Y or (N)

Is proposed pole adjacent water crossing (Circle One)? Y or (N)

Is proposed pole adjacent to state or federal protected land (Circle One)? Y or (N)

Will proposed pole meet the approval of the FAA (Circle One)? (Y) or N

Will proposed pole location require a beacon light (Circle One)? Y or (N)

Will proposed pole be considered an antenna structure by any agency if the antenna is affixed? (Circle One)? Y or (N)

Will proposed location readily accommodate the installation of the electrical meter in accordance with FPL standards (See FPL's Electric Service Standards filed with the Florida Public Service Commission) (Circle One)? (Y) or N

Will proposed location have an impact on wildlife as defined in the Environmental Impact Evaluation sheet located in the Permit Application Manual (Circle One)? Y or (N)

Page 1 of 2

Continued from Page 1

Will outreach to the community be made for this location (Circle One)? (Y) or N

Will work above the communication space (as defined in the NESC) be conducted by FPL approved (verified within the last two months) electrical contract line workers (Circle One) (Y) or N

Has contractor been told the facilities they will be working in and above are hot, lethal and are not to be de-energized (Circle One) (Y) or N

Does the pole require modifications to accommodate the attachment (Circle One)? (Y) or N

Describe and Explain: EXISTING 40/3-J POLE TO BE REPLACED WITH 45/2-J
SINGLE PAHSE POST TOP PRIMARY INSULATOR TO BE REPLACED WITH SIDE POST INSULATOR (VERTICAL FRAMING)

I certify that all the entries placed on this two page Pole Top Evaluation Form and the calculations that support them were made by me and are in compliance with the latest revisions of the National Electrical Safety Code, FPL's requirements or any other code or enforcement associated with this activity.

Licensee: [redacted]

By: [redacted]

NAME OF REGISTERED (State of [redacted] ENGINEER (Print)

SIGNATURE

TITLE

[redacted] Engineer's Seal

FPL Use Only	
☐ Approved	☑ Denied
☐ Approved, reserving for FPL's future plans	Denied by: Angelo Rodriguez
Approved by: _____	Date Denied: 1/22/2013
Date Approved: _____	Reason for denial: Lack of Capacity, Safety, Reliability, Applicable Engineering Concerns
Signature: _____	See "Feasibility Analysis" for specificity of denial
	Signature: [signature]

Feasibility Analysis

After reviewing the pole top evaluation for the pole located at:

Address of pole: 2107 3RD ST W, Bradenton, FL Geographic Coordinates of Pole: Lat 27.480236 N, Long -82.565079 W Described as Pole 335 on permit # 73-12-107

Florida Power and Light Co. (FPL) is **denying** pole top access to this pole (Pole 335).

As a potential alternative to Pole 335 on permit # 73-12-107, might we suggest you consider the telephone pole at the location below?

Approximately: 505 22nd Av West Bradenton, FL
Lat: 27.480012 Long: -82.567264

FPL's precise concerns of your proposed pole top antenna at this location (and how they relate to lack of capacity, safety, reliability, or engineering purposes):

- Pole change-out would be required, either because the pole is not tall enough or the pole is not strong enough to accommodate the antenna attachment – Insufficient Capacity.

[redacted] requests that FPL replace Pole 335 with a taller pole (expand capacity) in order to accommodate the installation of your pole top antenna attachment. Due to our concerns for safety, reliability and applicable engineering purposes at this location, as discussed below, FPL will not change-out Pole 335 to accommodate your proposed installation.

- Proposed installation requires grounded cable to pass through the power supply space in a location where a work crew would not expect cable to exist, and is therefore unsafe. This also would alter the normal FPL work methods necessary to accommodate the antenna. – Safety and Reliability.

FPL's normal distribution work method for work in the primary electric work zone of Pole 335 does not include work methods for grounded and foreign cable passing through the primary work space. FPL crews are not trained to work in this environment and do not expect to encounter this construction when restoring power or maintaining facilities. The unfamiliarity aspect provides concern for FPL line worker safety and any mistake will potentially be a cause for an outage. Additionally, the increased work load to meet the equipotential grounding requirements [OSHA 1910.269(n)] to bond all the metal and additional ground wires during restoration activities associated with your proposed pole will result in longer outages, thereby reducing reliability to electric customers.

- Proposed pole location is a radial line that would isolate customers when an outage occurs – Reliability, Applicable Engineering Concerns.

For engineering and reliability reasons, FPL requires a pole top antenna to be installed on a pole that can be isolated from the system if conductor voltages are equal to or greater than primary voltage. This isolation provides FPL assurance that, if the antenna were to cause a problem, the

electric customers on both sides of the antenna pole can continue to be served when the antenna pole is isolated. In this situation, if the antenna on this particular pole were to cause an outage, FPL has no way to readily isolate Pole 335; all the customers on this particular circuit will be without electric service until the problem is resolved.

- Proposed installation will result in a decrease of the Basic Impulse Insulation Level (BIL) level when compared to the BIL level prior to installation. BIL level can only be returned to an acceptable level by using construction methods and materials different from those used in FPL's own operations. – Safety, Reliability and Applicable Engineering Concerns.

Your calculation (180 kV) of the BIL at this location using a 35kV insulator, after the proposed antenna installation, demonstrates that the installation of your equipment will reduce the insulation level of FPL's flashover protection on Pole 335 by 52%. Additionally your proposed installation will decrease the BIL level below FPL's design standard BIL level of 350 kV for Pole 335 (engineering concerns). Decreasing insulation levels and increasing flashover potential will, in turn, increase the likelihood of outages, increase the safety risk of those working around these facilities and expose FPL's and customers' facilities to a greater chance of damage resulting from flashovers (safety, reliability and applicable engineering concerns).

- The location of the antenna installation significantly increases the probability of lightning strikes– Safety, Reliability and Applicable Engineering Concerns.

Your calculation using 14 flashes/km^2/year demonstrates that your request for an antenna on Pole 335 will increase the probability risk of lightning strikes on the pole structure by fifteen percent. A more accurate approach to calculating lightning strikes is to include shielding factors. Your calculation does not take into account the shielding of surrounding objects (For Pole 335, there are four houses, one very large tree and several smaller trees) that would deflect some of the direct lightning strikes on the Pole 335.

The number of strikes to a pole structure is directly related to the pole's height, the flash density of the location and a variant of the sum of shielding factors associated with objects surrounding the pole. IEEE demonstrates in Std. 1410-2004 the impact of shielding factor on the number of lightning strikes on a distribution line by using the formula $N_s = N[1-(\sum SF)]$. When the surrounding objects are close and taller or similar in height to the pole, the direct lightning strike possibility (or risk of lightning) approaches zero, because the sum of the shielding factors approach one (1). However when the proposed structure (Pole 335) is nine feet taller than the existing structure, the shielding factors associated with the surrounding shielding objects (which do not change height) rapidly diminish. An example of this diminishing effect is displayed in IEEE Std. 1410-2004 Figure 4. The resultant probability of lightning strikes to Pole 335 would increase to a number significantly greater than fifteen percent of the existing pole.

Any increase to the probability of direct lightning strikes presents an unacceptable increase of risk to electric customer reliability, crew safety, FPL's facilities and the property of FPL's electric customers.

Feasibility Analysis

Regarding your note on the calculation work sheet stating, "the wire height will not change. Therefor [sic] the Lightning Flash collection rate for the line itself will not change. The calculated change will apply only to the pole being replaced." -- this note does not address the fact that the direct lightning strike, that would have otherwise been shielded by surrounding objects, on the attacher's equipment or the top of Pole 335 will flashover from the attacher's cable or other facilities to FPL's facilities from the top of the pole or as it passes by the primary facilities. This flashover will cause an outage (reliability). See the following notes from IEEE 1410-2004, IEEE Guide for Improving the Lightning Performance of Electric Power Overhead Distribution Lines:

- "Lightning may have a significant effect on a line's reliability, especially if the poles are higher than the surrounding terrain. *More flashes are collected by taller structures.*"
- "Unless distribution-line insulation is protected with a shield wire or arresters, all direct lightning strikes *will cause* flashovers regardless of insulation level, conductor spacings, or grounding."
- "It is assumed that all flashovers *will cause* faults on the distribution circuit..." [Emphases added])

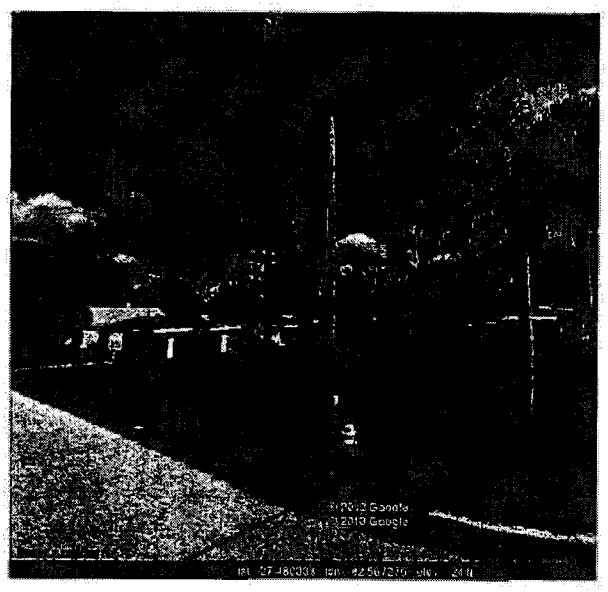
Even if a direct strike to the proposed antenna could be completely isolated from FPL's equipment by using methods not normally employed by FPL in its operation of Pole 335, the induced voltage from the (increased probable) strike in close proximity would be enough to cause an electrical outage by flashover (See IEEE Std. 1410-2004).

Potential Alternate Antenna Location:

As noted above, a potential alternative to Pole 335 on permit # 73-12-107, we suggest you consider the telephone pole at the location below. (see photo below).

Approximately:
505 22nd Av West Bradenton, FL
Lat: 27.480012 Long: -82.567264

A pole top evaluation for this particular pole would not be required. There are several other FPL and telephone poles along 5th Street West that wouldn't require a pole top evaluation. FPL will, of course, work with you on any pole you submit for evaluation.



Product Engineering Dept - FPL
5110 NW 159 Street Miami, FL. 33014
(305) 626-3003

January 22nd, 2013

POLE MIDSPAN MEASUREMENT WORKSHEET / WIND LOAD

CATV / TEL MR REQ'D			FPL MR REQ'D Y		FPL SIDE GUY			PERMIT#	73-12-107		
NUMBER OF LANES			R/W ACCESSIBLE		MS DIR (NEXT SPAN)	W		MS X-ING	RD		
POLE SPAN LENGTH					PRIMARY FRAMING	MV		SET DEPTH	6.5		
PREVIOUS	84		NEXT	40	# OF PHASES	1		WIND LOAD			
ATTACH	P-SIZE	N-SIZE	QTY	HEIGHT	MID SPAN	ATT'D SPAN	MR IN FEET			MOMENT	
PRI	1/0T		1	34.5						679.73	
NEU	1/0T			28.83	28.25					574.62	
SEC	1/0T			27.75	27					554.60	
SEC	1/0T			26.67	26					534.57	
CATV	1	1		22.58	21.58					1150.72	
TEL	1.25	1.25		19	19.33					1230.31	
PROPOSED ATTACHMENT											
TELC	1		P	39						1914.25	
OWNER	TEL		TYPE		W	HT-CL	40 / 3		CALC	6638.79	
POLE #	NODE 335		CATV MAP #		3RD	FPL MAP #	KT0595		ALLOW	32644.00	
ADDRESS	2107 3RD ST W								WIND LOAD	PASS	
TLN						JUNCTION POLE					
INSP BY	TM		DATE	9/20/2012		PIC 1	5754				
LAT			LONG			PIC 2	5755				
COMMENTS/MR REQ	FPL TO SET 45' POLE FOR POLE TOP ANTENNA LOCATION										

PUBLIC VERSION

WIND LOAD CALCULATIONS

Date: 11/17/12

Pole # Node 335
Pole Type (wood/concrete) WOOD
Pole Class 2
Grade B or C Const. Pole Length 45
B Setting Depth 7
Span length 1 84
Span length 2 40
AVG SPAN 62

WINDLOADING MOMENT
ALLOWABLE 30585
CALCULATED 5870

Wind Loading OK? PASS (YES/NO)

Permit No. 73-12-107

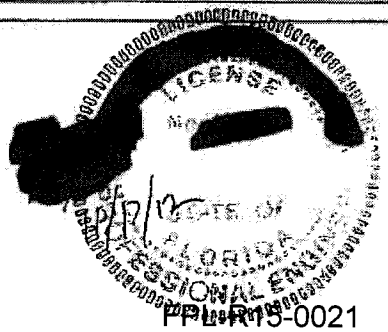
CONDUCTORS		Number of Conductors	x	Wind Load Per Ft. (Table I)	x	Avg. Span Length	x	(Height Above Ground	+	Setting Depth 3)	=	MOMENT (ft.-lb.)
PRIMARY	SIZE											
PRI	2T	1	x	0.237	x	62	x	(34.60	+	2.33)	=	541.23
0	0	0	x	0	x	62	x	(0.00	+	2.33)	=	0.00
0	0	0	x	0	x	62	x	(0.00	+	2.33)	=	0.00
0	0	0	x	0	x	62	x	(0.00	+	2.33)	=	0.00
0	0	0	x	0	x	62	x	(0.00	+	2.33)	=	0.00
0	0	0	x	0	x	62	x	(0.00	+	2.33)	=	0.00
NEU,SEC	SIZE											
NEU	1/0T	1	x	0.299	x	62	x	(28.83	+	2.33)	=	577.77
SEC	1/0T	1	x	0.299	x	62	x	(27.75	+	2.33)	=	557.68
SEC	1/0T	1	x	0.299	x	62	x	(26.67	+	2.33)	=	537.60
0	0	1	x	0	x	62	x	(0.00	+	2.33)	=	0.00
0	0	1	x	0	x	62	x	(0.00	+	2.33)	=	0.00
0	0	1	x	0	x	62	x	(0.00	+	2.33)	=	0.00
FOREIGN UTILITIES		SIZE										
0		0	x	0	x	62	x	(0.00	+	2.33)	=	0.00
CATV		1	x	0.75	x	62	x	(22.58	+	2.33)	=	1158.63
TEL		1.25	x	0.9375	x	62	x	(19.00	+	2.33)	=	1240.00
0		0	x	0	x	62	x	(0.00	+	2.33)	=	0.00
0		0	x	0	x	62	x	(0.00	+	2.33)	=	0.00
0		0	x	0	x	62	x	(0.00	+	2.33)	=	0.00
PROPOSED ATT		SIZE										
0		0	x	0	x	62	x	(0.00	+	2.33)	=	0.00
								TOTAL MOMENT DUE TO CONDUCTORS			=	4612.91

EQUIPMENT		Wind Load Force in lbs		Height Above Ground	+	Setting Depth 3	=	MOMENT (ft.-lb.)
ANTENNA	KVA							
8"X48" ANTENNA	10	29	x	(41	+	2.33)	=	1256.67
2 Phase	0	0	x	(0	+	2.33)	=	0.00
3 Phase	0	0	x	(0	+	2.33)	=	0.00
CAPACITORS								
0	1	x 0	x	(0	+	2.33)	=	0.00
REGULATORS								
0	1	x 0	x	(0	+	2.33)	=	0.00
RECLOSERS								
0	1	x 0	x	(0	+	2.33)	=	0.00
AUTOMATED SWITCH								
0	1	x 0	x	(0	+	2.33)	=	0.00

RISERS	SIZE	Riser Height above Gnd	Wind Load Force in lbs per ft.		Riser Height above Ground 2	+	Setting Depth 3	=	MOMENT (ft.-lb.)
0	0	0.00	x 0	x	(0.00	+	2.33)	=	0.00
0	0	0.00	x 0	x	(0.00	+	2.33)	=	0.00

TOTAL MOMENT DUE TO EQUIPMENT = 1256.67 ft.-lb.

TOTAL ALL MOMENTS = 5869.575 ft.-lb.

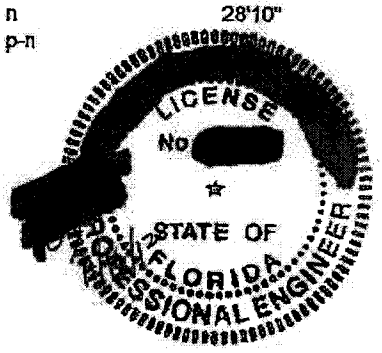


PPL-R13-0021

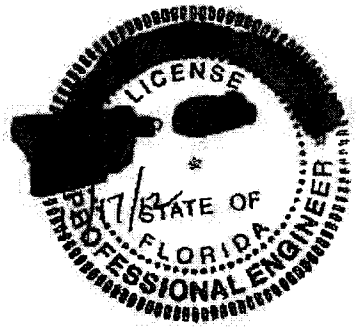
BIL
Permit# 73-12-107
Pole# NODE335
Address 2107 3rd ST W. Bradenton

	BIL KV	=	BIL insulator + KV	BIL wood pole 55 KV/ft		
					insulator	P-N ft
Existing	372.5	=	180 +	192.5	35kv porcelain post top tie	3.5
Proposed	180	=	180 +	0	35kv porcelain side post tie	0

pri	34'6"
bottom of bkt	32'4"
n	28'10"
p-n	



permit# 73-12-107
pole# Node 335
Address 2107 3rd ST W. BRADENTON



Lightning Flash Collection Rate

$N = N_g \times [28h^{0.6} - b] / 10$

N = Lightning Flash Collection Rate in Flashes/100 km/yr
N_g = Ground Flash density in flashes /km(2)/yr
h = height of structure in meters
b = structure width in meters for pole line this is approx = 0

N_g for south Florida assumed value 14 flashes /km^2-year
from Electric Power Engineering Handbook by L.L.Grigsby
fig 6.3 data from VAISALA

$N = N_g \times 2.8\,h^{0.6}$

	flashes /100km/yr					meters	feet
existing	158.0236	= N =	14 x	11.2874	existing height=	10.2108	33.5
proposed	183.5592	= N =	14 x	13.11137	proposed height=	13.1064	43

NOTE the wire height will not change. Therefor the Lightning Flash collection rate for the line itself will not change. The calculated change will apply only to the pole being replaced.

N_{pole} = Lightning flash collection Rate for the Antenna-Pole
size of antenna = 8" diameter meters = 0.2032 1meter/39.37 inches 8 inch
N in flashes/100km/yr calculate using effective distance of 1 meter

Existing N_{pole} = N x Distance = N/100 (1meter)(1km/1000meters) = 0.00158 flashes /year

Proposed N_{pole} = N x Distance = N/100 (1meter)(1km/1000meters) = 0.001836 flashes /year

PUBLIC VERSION

Reply Exhibit 14

PUBLIC VERSION

Form 1730 5/60

EASEMENT

Section 34
Township 37S
Range 18

DWO No. _____
ER No. _____
Pole No. _____

February 13, 19 67

FLORIDA POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY.
~~MIAMI,~~ Florida

Gentlemen:

In consideration of the payment to me us by you of $ 1.00 and other good and valuable considerations which I we have received, I we and those holding through me us, grant and give to you and your successors the right to install and maintain wires, poles and anchors for electric transmission and distribution lines, and the necessary appurtenances for such lines; also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said lines, on my our property described as follows:

Lot 6, Block E, Forest Lakes Subdivision as recorded in Plat Book 7, Page 81-A, Public Reocrds of Sarasota County.

Said easement to be 10' in width running parallel with the south easterly lot line of Lot 6.

In the presence of:

Ralph E. Davenport

~~Ralph E. Davenport~~

Leo O. Reichert

_____

Robert H. Butterfield (SEAL)

Mrs Robert H Butterfield (SEAL)

_____ (SEAL)

_____ (SEAL)

FPL-R16-0004

Form 1730 5/60

PUBLIC VERSION

EASEMENT

Section 34
Township 37
Range 18

DWO No. _____
ER No. _____
Pole No. _____

February 13, 19 67

FLORIDA POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY.
~~MIAMI~~, Florida

Gentlemen:

In consideration of the payment to me us by you of $ 1.00 and other good and valuable considerations which I we have received, I we and those holding through me us, grant and give to you and your successors the right to install and maintain wires, poles and anchors for electric transmission and distribution lines, and the necessary appurtenances for such lines; also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said lines, on my our property described as follows:

Lot 6, Block E, Forest Lakes Subdivision as recorded in Plat Book 7, Page 81-A, Public Records of Sarasota County.

Said easement to be 10' in width running parallel with the south easterly lot line of Lot 6.

In the presence of:

Ralph E. Davenport
C. O. Rechlit

Robert N. Butterfield (SEAL)
Mrs Robert N Butterfield (SEAL)
_____ (SEAL)
_____ (SEAL)

FPL-R16-0005

PUBLIC VERSION

Form 1730 5/60

EASEMENT

Section _____

Township _____

Range _____

DWO No. _____

ER No. _____

Pole No. _____

February 13, 1 , 19 67

FLORIDA POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY
~~Miami~~, Florida

Gentlemen:

In consideration of the payment to ~~me~~ ~~us~~ by you of $ 1.00 and other good and valuable considerations which I we have received, I we and those holding through me us, grant and give to you and your successors the right to install and maintain wires, poles and anchors for electric transmission and distribution lines, and the necessary appurtenances for such lines; also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said lines, on my our property described as follows:

Lot 5, Block E, Forest Lakes Subdivision, as recorded in Plat Book 7, Page 81-A, Public REcords of Sarasota County.

Said easement to be 20' in width running parallel with the Northwesterly lot line of Lot 5.

In the presence ~~of~~:

C. O. Rucker

J R Bailey

Lucile C. Swanson (SEAL)

Leonard J Swanson (SEAL)

_____ (SEAL)

_____ (SEAL)

FPL-R16-0006

PUBLIC VERSION

Work Order No. NA

EASEMENT

This Instrument Prepared By

Name: ANNA PURSER

Co. Name: FPL

Address: 5657 S. MCINTOSH RD

SARASOTA, FL 34233

Sec.25, Twp 36 S, Rge 18 E

Parcel I.D. #
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1999124691 2 PGS
1999 SEP 13 04:38 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#137105

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

1999124691

Reserved for Circuit Court

FIVE (5)FEET IN WIDITH ONEITHER SIDE OF UTILITY LINNES AS INSTALLED BY GRANTEE FROM TIME TO TOME ON THE PROPERTY AS DESCRIBED BELOW:

COMMENCE AT THE NORTHEAST CORNER OF LOT 291, CRESTLINE SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 71, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N. 89°55'50" E. ALONG THE SOUTH R/W OF PALMER BOULEVARD (PLATTED AS RINGLING BLVD., 100' WIDE), 172.50 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N. 89°55'50" E. ALONG SAID R/W, 127.50 FEET TO THE NORTHEAST CORNER OF LOT 390 OF AFORESAID SUBDIVISION; THENCE S. 00°26'16" W. ALONG THE WEST R/W OF GANTT AVENUE (PLATTED AS WEST AVE., 50' WIDE), 330.51 FEET TO THE NORTHERLY R/W OF AN ABANDONED 130 FOOT RAILROAD R/W (ALSO PLATTED AS PALMER BLVD.); THENCE N. 80°25'35" W. ALONG SAID LINE, 171.17 FEET; THENCE N. 00°26'16" E., 151.84 FEET; THENCE N. 89°55'50" E., 41.50 FEET; THENCE N. 00°26'16" E., 150.00 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA., AND CONTAINING 1.08 ACRES, MORE OR LESS.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 8-17-, 1999.

Signed, sealed and delivered in the presence of:

Marsha Blackwell
(Witness' Signature)

Print Name MARTHA BLACKWELL
(Witness)

Wanda Hall
(Witness' Signature)

Print Name WANDA HALL
(Witness)

FRIENDSHIP BAPTIST CHURCH.
(Corporate's name)

By: George R. Earnest Jr.
(President's signature)

Print Name: George R. Earnest Jr

Print Address: 4822 Fruitville Rd
Sarasota, Fl 34232

Attest: LaVerne McEwan
(Secretary's signature)

Print Name: LAVERNE MCEWAN

Print Address: 7955 N. LERWYNN DR.
SARASOTA, FL. 34240

(Corporate Seal)

FPL-R16-0007

PUBLIC VERSION

OFFICIAL RECORDS INSTRUMENT # 1999124691 2 PGS

STATE OF FLORIDA AND COUNTY OF SARASOTA. The foregoing instrument was acknowledged before me this 10TH day of SEPTEMBER, 1999, by GEORGE R. EARNEST, JR., and LAVERNE McEWAN respectively the _____ President and _____ Secretary of FRIENDSHIP BAPTIST CHURCH, a FLORIDA corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath.

My Commission Expires: (Type of Identification)

Elsie M. McDonald
Notary Public, Signature

Print Name ELSIE M. McDONALD

Elsie M. McDonald
MY COMMISSION # CC852593 EXPIRES
August 3, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

FPL-R16-0008

PUBLIC VERSION

EASEMENT

Form 3722 (Stocked) Rev. 2/80.

Date Nov 8 19 82

ER No. 8196-1-560

Pole No.

Sec. 26&27 Twp. 36S Rge. 18E

245121

THIS INSTRUMENT PREPARED BY: Leland Lacewell, FLORIDA POWER & LIGHT CO., P.O. BOX 1119, SARASOTA, FL. 33578

O.R. 1556 PG 1558

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

DESCRIPTION: (10' UTILITY EASEMENT)

A 10 ft. easement lying And being in Sections 26 & 27, Twp. 36 S., Rge. 18 E., Sarasota County, Florida, described as follows:

Commence at the SW corner of said Section 26 (Sarasota County Reference Sheet No. 228); thence N 0° 15' 06" E, 52.00' for a P.O.B. (said P.O.B. being on the N'ly line of a 52' Sarasota County Drainage R/W - Phillippi Creek Lateral "A-A"), recorded in C.O. Bk. 3, Pg. 211 and 212; thence S 89° 39' 30" W, into Section 27 for a distance of 0.54' to a P.I.; thence S 89° 39' 55" W, along said N'ly line of 52' Drainage Easement, 373.51' to the E'ly R/W of McIntosh Road (existing 80' R/W); thence N 0° 20' 05" W, along said E'ly R/W, 0.89' to the P.C. of a curve concave to the West having a radius of 602.96'; thence NW'ly along said R/W and arc of said curve, through a central angle of 0° 51' 56", 9.11'; thence leaving said R/W, N 89° 39' 55" E, along a line 10' N'ly of and parallel with said N'ly line of 52' Drainage Easement, 373.57' to a P.I.; thence N 89° 39' 30" E, continuing along said parallel line, 380.92' to a P.I. (into Section 26 at 0.64'); thence N 40° 58' 02" E, continuing along a line parallel with and 10' NW'ly from NW'ly line of said 52' Sarasota County Drainage R/W, 1461.29'; thence S 73° 12' 51" E, along SW'ly boundary line of "lift station" parcel, 10.96'; thence S 40° 58' 02" W, along said NW'ly line of 52' Sarasota County Drainage R/W, 1470.31' to a P.I. in said R/W; thence S 89° 39' 30" W, along the N'ly line of said 52' Sarasota County Drainage R/W, 385.55' to the P.O.B.

Said Easement encompassing 0.5104 acres, more or less.

FILED AND RECORDED IN SARASOTA COUNTY, FLA. R. H. HACKNEY, JR. CLERK
'83 JAN 11 07 AM

245121

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along and under the roads, streets or highways adjoining or through said property.

DS PAID .45 DATE 4/10/83
R. H. HACKNEY, JR.
Sarasota County
Clerk Circuit Court
By: H. Alex
Deputy Clerk

IN WITNESS WHEREOF, the undersigned have signed and sealed this agreement on November 8, 1982.

Signed, sealed and delivered in the presence of:

Oak Trails Joint Venture
By Dondi Housing Corporation

Wayne R. Thompson Pres. (SEAL)

By [illegible] SECRETARY (SEAL)

(SEAL)

(SEAL)

STATE OF ~~FLORIDA~~ TEXAS AND COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 8th day of November, 1982

by Wayne R Thompson, Pres. and John S Smith, Secretary

My commission expires 1-4-86 Reesie Ann Bandy

FPL-R16-0009

Prepared by: Dave Rhodes
Florida Power & Light Co.
P.O. Box 1119, Sarasota, Fl. 33578

PUBLIC VERSION

480209

EASEMENT

Form 3722 (Stocked) Rev. 6/80

ER No. RWO 2833-7-560
Pole No.

Date 3-11 19 85

Sec. 26 Twp. 36S Rge. 18E

O.R. 1764 PG 0740

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

A 10' easement, lying 5' either side of the following described centerline:

Commence at the intersection of the North R/W of Bahia Vista Street (50' from centerline) and the West R/W of Pleasant Estates Drive (Formerly Knoxville Avenue, as shown on Record Plat of "Replat of East Sarasota" recorded in Plat Book 3, Page 50, Public Records of Sarasota County, Florida) (80' wide); thence N 0°-09'-39" E along said West R/W, 660.00'; thence S 89°-38'-07" W, 175.00 for the Point of Beginning; thence S 0°-09'-39" W, 111.00' to the terminus of said easement.

Documentary Tax Pd. $ .45
Intangible Tax Pd. $
R. H. Hackney, Jr., Clerk, Sarasota County
By: S Daley
Deputy Clerk

FILED AND RECORDED
R.H. HACKNEY JR. CLERK
SARASOTA CO. FLA.
'85 MAR 28 9 16 AM

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on MAR. 14, 19 85.

Signed, sealed and delivered in the presence of:

Glenna Shuck
Ralph E. Plank

Stanford Sommers (SEAL)

(SEAL)

Alta M. Sommers (SEAL)

Alta M. Sommers

(SEAL)

STATE OF FLORIDA AND COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14TH day of MARCH, 1985,

by SANFORD SOMMERS and ALTA M. SOMMERS,

respectively the President and ~~Secretary~~ SECRETARY of SOMMERS INC

, a FLORIDA corporation, on behalf of the corporation.

Notary Public, State of Florida at Large
My Commission Expires Feb. 19, 1989

Robin Zederman
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF

The foregoing instrument was acknowledged before me this day of , 19 ,

by and .

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

EPL-R16-0010

PUBLIC VERSION

Prepared by: F. E. Rueger
Florida Power and Light Co.
P. O. Box 1119
Sarasota, FL 33578

RWO/SIO/TWO/ER 3478-7-560

Sec. 26, Twp 36 S, Rge 18 E

EASEMENT

631048

Form 3722 (Stocked) Rev. 2/86

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

See attached Exhibit "A" dated June 5, 1986.

O.R. 1866 PG 1357

Documentary Tax Pd. $ 50
Intangible Tax Pd. $ _____
R. H. Hackney, Jr., Clerk, Sarasota County
By: Tina Lowery
Deputy Clerk

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 6-6, 19 86

Signed, sealed and delivered
in the presence of:

Fred E Rueger — By: Ben E. Eberly
Chief Executive Officer

Betty Lou Martin — Attest: _____
Secretary
(Corp. Seal)

STATE OF FLORIDA AND COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of June, 1986,

by Ben E. Eberly and _____,

respectively the Chief Executive ~~President and~~ Officer _____ ~~Secretary~~ of _____

Sunnyside Properties of Sarasota, Inc., a _____ corporation, on behalf of said corporation.

Betty Lou Martin
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Feb. 8, 1990

FPL-R16-0011

PUBLIC VERSION

Prepared by: Laurence D. Duvall
Florida Power & Light Company
P. O. Box 1119 Sarasota, FL 33578

13.00
.50

RWO 3264-7-560
Tremont Subdivision

EASEMENT

Form 3722 (Stocked) Rev. 7/85

604744

Sec 26 Twp 36S Rge 17

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

See the sketches labeled Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

O.R. 1849 PG 2731

Documentary Tax Pd. $ .50
Intangible Tax Pd. $ _____
R. B. Hackney, Jr., Clerk, Sarasota County
By: R. Hackney
Deputy Clerk

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on April 17, 1986.

Signed, sealed and delivered
in the presence of:

Jerry A. Reed

By: _____
President

Attest: _____
Secretary
(Corp. Seal)

STATE OF Florida AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 17 day of April, 1986

by JERRY BLUMBERG and _____,

respectively the _____ President ~~and~~ _____ ~~Secretary of~~

ATHENS INVESTORS INC, a FLORIDA corporation, on behalf of said corporation.

_____
Notary Public, State of

My Commission Expires:
MAY 1, 1989

FPL-R16-0012

PUBLIC VERSION

Florida Power & Light Company
P. O. Box-1119 Sarasota, FL 34230
RWO/SIO/TWO/ER 786-4-560

Sec. 26, Twp 36 S, Rge 17 E

90023243

OR BOOK 002192 PAGE 000731

EASEMENT
Form 3722 (Stocked) Rev. 2/86

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company,* its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

* and Storer Cable TV of Florida, Inc.

Lots 1 thru 13, Block 2, Plat No. 1, St. Armands Division, The John Ringling Estates as recorded in Plat Book 2, Page 31, of the Public Records of Sarasota County, Florida.

Said easement 10 feet in width, which is more particularly described in and shown on Florida Power & Light Company drawing dated July 26, 1989, marked Exhibit "A", attached hereto and made a part hereof.

TRANS NUM:00012790
DOC STAMPS PD: $.55
INTANG. TAX PD: $.00
KAREN E RUSHING SARASOTA CO.
BY: N Storer D.C.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 28th day of February, 1990

Signed, sealed and delivered in the presence of:

for St. Armands Key Lutheran Church, Inc.

By: Vice - President

Attest: Secretary
(Corp. Seal)

STATE OF Florida AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 28 day of February, 1990

by Charles Lewis and Mildred Brooks,

respectively the Vice - President and _____ Secretary of St Armands Key Lutheran Church, a Florida corporation, on behalf of said corporation.

My Commission Expires:

Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: JUNE 22, 1992
BONDED THRU NOTARY PUBLIC UNDERWRITERS

FPL-R16-0013

PUBLIC VERSION

~~Work~~ Request No. 1714572

Sec. 25, Twp 36 S, Rge 18 E

Parcel I.D. 0048-11-0105
(Maintained by County Appraiser)

Form 3722-A (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By
Name: Shanon Wright
Co. Name: Florida Power & Light Company
Address: 5657 S McIntosh Rd
Sarasota, FL 34233

pg 1 of 3.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005252299 3 PGS
2005 NOV 10 01:21 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#711489
Doc Stamp-Deed: 0.70

2005252299

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described on Exhibit "A" pages 1 and 2, attached hereto and made a permanent part hereof.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on NOV 9, 2005

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: Alexa E. Kirk
(Witness)

(Witness' Signature)

Print Name: Karen Miller
(Witness)

By: Mario L Comparetto
(Grantor's signature)

Print Name: MARIO L COMPARETTO MGR.

Print Address: 5556 PALMER BLVD
SARASOTA FL 34232

By: _____
(Grantor's signature)

Print Name: _____

Print Address: _____

STATE OF FL AND COUNTY OF Sarasota. The foregoing instrument was acknowledged before me this 9 day of NOV, 2005 by Mario L Comparetto, and _____, who is(are) personally known to me or has(have) produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Andrea J Scotti
Notary Public, Signature

Print Name Andrea J Scotti

ANDREA J. SCOTTI
MY COMMISSION #DD350114
EXPIRES: AUG 25, 2008
Bonded through 1st State Insurance

FPL-R16-0014

PUBLIC VERSION

Work Order No. 1391-07-527

Sec. 26, Twp 35 S, Rge 16 E

Parcel I.D. #
(Maintained by County Appraiser)

Form 3722-A (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By
Name: Gerald D. Stroop
Co. Name: Bill Roberts & Assoc., Inc.
Address: P.O.Box 12
Bradenton, Fl. 34206

5811 Gulf of Mex

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

SEE ATTACHED EXHIBIT "A"

BK 1474 PG 7628 DKTN 867330 1 of 3

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on DECEMBER 4, 19 95.

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name MICHAEL MILES
(Witness)

(Witness' Signature)

Print Name W. LLOYD
(Witness)

By: (Grantor's signature)

Print Name: RANDY V. HEYSEK

Print Address: P. O. BOX 90758
Lakeland, Fl. 33804

By: (Grantor's signature)

Print Name: MARY L. HEYSEK

Print Address: SAME

STATE OF FLORIDA AND COUNTY OF SARASOTA. The foregoing instrument was acknowledged before me this 4 day of DEC., 19 95, by the above and _____, who is(are) personally known to me or ~~has(have) produced~~ _____ as ~~identification, and who did~~ (did not) take an oath.

(Type of Identification)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
SANDRA K. MULLINS
COMMISSION # CC 429847
EXPIRES DEC 27, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

Sandra K. Mullins
Notary Public, Signature

Print Name SANDRA K. MULLINS

FPL-R16-0015

PUBLIC VERSION

Work Order No. 1676-7-527

Sec. 25, Twp 37 S, Rge 18 E

Parcel I.D. # _____
(Maintained by County Appraiser)

Savannah at Turtle Rock

EASEMENT

This Instrument Prepared By
Name: Scott Shuck
Co. Name: Florida Power & Light Co.
Address: 5657 S. McIntosh Rd.
Sarasota, Fl. 34233

96075150

** OFFICIAL RECORDS **
BOOK 2857 PAGE 1038

Receipt #: 000000435632-01
Doc Stamp-Deed : 0.70
Karen E. Rushing, Sarasota Co.
By: _____ D.C.

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

The South 10 ft. of Tract 605 along with the Southwesterly 10 ft. of Tract 605, adjacent to and along the Northeasterly line of Lot 82, Savannah at Turtle Rock, a subdivision of Parcel "C", Turtle Rock, Unit 1, as recorded in the Public Records of Sarasota County, Fl.

Said Easement shown on Exhibit "A", attached hereto and made a permanent part hereof.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on JUNE 6, 1996.

Signed, sealed and delivered in the presence of:

Lillie Dawson-Lugen
(Witness' Signature)

Print Name Lillie Dawson-Lugen
(Witness)

Robin K. Kouth
(Witness' Signature)

Print Name ROBIN K KOUTH
(Witness)

SAVANNAH DEVELOPMENT CO.
(Corporate's name)

By: _____
(President's signature)

Print Name: JOHN F. DONOVAN

Print Address: 3082 MAHAN MISSION
SARASOTA FL.

Attest: _____
(Secretary's signature)

Print Name: N. DIETER GEORGI

Print Address: 1858 RINGLING BLVD
SARASOTA FL. 34236

(Corporate Seal)

STATE OF Florida AND COUNTY OF Sarasota. The foregoing instrument was acknowledged before me this 6th day of June, 1996, by John F. Donovan, and N. Dieter Georgi respectively the ✓ President and ✓ Secretary of Savannah Development Co., a ✓ corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

OFFICIAL NOTARY SEAL
BARBARA B GARDNER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC453867
MY COMMISSION EXP. APR. 19,1999

Barbara B. Gardner
Notary Public, Signature

Print Name BARBARA B. GARDNER

PUBLIC VERSION

105
9.00
1.50
1.5

Florida Power & Light Company
P. O. Box 1119 Sarasota, FL 34230

RWO/SIO/TWO/ER 2764-1-560

Sec. 25, Twp. 36 S, Rge 20 E

90121018

** OFFICIAL RECORDS **
BOOK 2258 PAGE 1051

EASEMENT

Form 3723A (Stocked) Rev. 2/86

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its lecensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width (the approximate location of which is shown in the sketch on Page 2 of this instrument) located within the following described property:

A parcel of land lying and being in the Southwest 1/4, Section 25, Township 36 South, Range 20 East, Sarasota County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of the Southwest 1/4 of said Section 25; thence Northerly along the West line of said Southwest 1/4, 208.71'; thence Easterly and parallel with the South line of said Southwest 1/4, 208.71'; thence Southerly and parallel with the West line of said Southwest 1/4, 208.71' to intersect the South line of said Southwest 1/4; thence Westerly along the South line of said Southwest 1/4, 208.71' to the Point of Beginning and containing 1.00 ± Acre. Subject to easement as recorded in Official Records Book 1010, at Page 2186.

Said easement more particularly described on Exhibit "A" (see back of this sheet).

TRANS NUM:00059228
DOC STAMPS PD: $.55
INTANG. TAX PD: $.00
KAREN E RUSHING SARASOTA CO.
BY: D.C.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communication purposes; the right of ingress and egress to said premises at all times: the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on August 18, 1989

Signed, sealed and delivered in the presence of:

_____ _____ (Seal)

_____ _____ (Seal)

STATE OF Florida AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 18th day of August, 1989, by Sarasota County Fire Dept and _____.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 24, 1992
Bonded Thru Troy Fain-Insurance Inc.

_____
Notary Public, State of

FPL-R16-0017

PUBLIC VERSION

Florida Power & Light Company
P. O. Box 1119 Sarasota, FL 34230

914799

RWO/SIO/TWO/ER 4338-7-560

Sec. 25, Twp. 36 S, Rge 20 E

EASEMENT
Form 3722A (Stocked) Rev. 2/86

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 15 feet in width described as follows:

A 15 foot wide electric utility easement within the N.W. 1/4 of the S.W. 1/4 of the S.W. 1/4 of said Section 25, Township 36S, Range 20E which is more particularly shown on Exhibits "A" and "B" attached hereto and made a part hereof.

O.R. 2050 PG 1626

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on July 6, 1988.

Signed, sealed and delivered in the presence of:

_____ _____ (Seal)

_____ _____ (Seal)

STATE OF _____ AND COUNTY OF _____

The foregoing instrument was acknowledged before me this 6th day of July, 1988 by _____ and _____.

My Commission Expires:

_____
Notary Public, State of

Notary Public, State of Florida
My Commission Expires Oct. 20, 1991

FPL-R16-0018

PUBLIC VERSION

Work Order No. 128219

Sec. 25 Twp 36, Rge 20E

Parcel I.D.
(Maintained by County Appraiser)

Form 3722-A (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By
Name: JOSEPH HART
Co. Name: FPL Co.
Address: 5657 S. MCINTOSH ROAD
SARASOTA, FL. 34233

pg 1of 1

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002117950 1 PG
2002 JUL 22 11:04 AM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#195356

Doc Stamp-Deed: 0.70

Reserved for Cl

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 36 feet in width described as follows:

The north 36 feet of the East 200 feet of the following described property:
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 36 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE WEST ALONG SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 25, A DISTANCE FO 655.77 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 25; THENCE N.00°59'49"W., ALONG SAID WEST LINE A DISTANCE OF 571.30 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.00°59'49"W., ALONG SAID WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ AND THE WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ A DISTANCE OF 420.04 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 25; THENCE N.89°48'11"E., ALONG SAID NORTH LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 25; THENCE S.00°45'18"E., ALONG SAID WEST LINE A DISTANCE OF 200.01 FEET; THENCE S.89°48'11"W., A DISTANCE OF 259.05 FEET; THENCE S.00°59'49"E., A DISTANCE OF 220.02FEET; THENCE S.89°48'11"W., A DISTANCE OF 400.04 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 25, TOWNSHIP 36S RANGE 20 EAST, SARASOTA COUNTY, FLORIDA.
CONTAINING 5.05 ACRES MORE OF LESS

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 7/22 2002

Signed, sealed and delivered
in the presence of:

Sandra L Moser
(Witness' Signature)

Print Name SANDRA L. MOSER
(Witness)

Tatiana Bialkovich
(Witness' Signature)

Print Name Tatiana Bialkovich
(Witness)

By: Katherine S. Crowley
(Grantor's signature)

Print Name: KATHERINE S. CROWLEY

Print Address: 1642 3 SOMAL Road
SARASOTA FL 34240

By: _____
(Grantor's signature)

Print Name: _____

Print Address: _____

STATE OF FLORIDA AND COUNTY OF SARASOTA. The foregoing instrument was acknowledged before me this 22 day of JULY, 2002 by KATHERINE CROWLEY, and _____, who is(are) personally known to me or has(have) produced FDL as identification, and who did (did not) take an oath.

(Type of Identification)

My Commission Expires:

OFFICIAL NOTARY SEAL
SANDRA L MOSER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC895317
MY COMMISSION EXP. JAN. 7,2004

Sandra L Moser
Notary Public, Signature

Print Name SANDRA L. MOSER

FPL-R16-0019

PUBLIC VERSION

Work Order No. 2442-7-527
Project: King Lighting Inc.
Sec. 25, Twp 36 S, Rge 18 E

Parcel I.D. #
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT
This Instrument Prepared By
Name: Edward A. Eddy
Co. Name: Florida Power & Light Co
Address: 1253 12th Ave E
Palmetto, FL 34221

1999148765

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1999148765 3 PGS
1999 NOV 05 09:44 AM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
KSCULLY Receipt#150595

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Easement and Legal Description: "See Attached Exhibit "A", attached hereto and made a part hereof;".

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 9-3, 1997

Signed, sealed and delivered in the presence of:

(Witness' Signature)
Print Name Wm. Horning Little
(Witness)

(Witness' Signature)
Print Name Kristin Mortenson
(Witness)

2031 Corp
(Corporate's name)
By: (President's signature)
Print Name: Kirk Goodless
Print Address: 1177 Cattlemen Rd
Sarasota, FL
Attest: (Secretary's signature)
Print Name: Annette M Goodless
Print Address: 1177 Cattlemen Rd
Sarasota, FL
(Corporate Seal)

5657 S. McIntosh Road
Sarasota, FL 34233

STATE OF Florida AND COUNTY OF Sarasota. The foregoing instrument was acknowledged before me this 3rd day of September, 1997, by Kirk Goodless, and Annette Goodless respectively the ___ President and ___ Secretary of 2031 Corp, a FL corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires: 10/1/99

JEAN H DURHAM
Notary Public - State of Florida
My Commission Expires Oct 1, 1999
Commission #CC496923

Jean H. Durham
Notary Public, Signature
Print Name Jean H. Durham

FPL-R16-0020

PUBLIC VERSION

Prepared by: Jason Flynt
Fla. Power & Light Co.
P.O. Box 1119
Sarasota, FL 34230

RWO/SIO/TWO/ER 3383-01-560

Sec. 25, Twp. 36 S, Rge 20 E

90090639

** OFFICIAL RECORDS **
BOOK 2237 PAGE 1479

EASEMENT

Form 3722A (Stocked) Rev. 2/86

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Point-of-beginning is described as the NW corner of a 10 acre parcel described as the NW ¼ of the NE ¼ of the SW ¼ of Section 25 Township 36 south Range 20 East. From said Point-of-beginning south 300 feet to beginning of easement. Easement will extend 60 feet east a width of 10 feet. As shown on attached Exhibit "A" dated 08/27/90.

TRANS NUM:00045353
DOC STAMPS PD: $.55
INTANG. TAX PD: $.00
KAREN E. RUSHING SARASOTA CO.
BY: B Chum D.C.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on Aug. 27, 1990

Signed, sealed and delivered in the presence of:

Kathleen T. Cassady

Lester Maness (Seal)

Witness

(Seal)

STATE OF Florida AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 27th day of August, 1990, by LESTER MANESS and _____.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
BY COMMISSION EXPIRES: JAN. 27, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Kathleen T. Cassady
Notary Public, State of

FPL-R16-0021

PUBLIC VERSION

Work Order No. 2524-1-527

Sec. 25, Twp 36 S, Rge 20 E

EASEMENT

This Instrument Prepared By
ATT: CHUCK CONNERS
FLORIDA POWER & LIGHT COMPANY
P.O. Address 5657 S. McIntosh
Sarasota, Fl 34238

94105644

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 25 feet in width described as follows:

The West 25 Feet of Tract 9, SARASOTA-MANATEE RANCHETES, as recorded in Official Record Book 2109, at Page 1538, in the Public Records of Sarasota County, Florida.

** OFFICIAL RECORDS **
BOOK 2664 PAGE 2679
RECORDED IN OFFICIAL RECORDS
RECORD VERIFIED
94 AUG 31 PM 1:55
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on August 30, 1994.

Signed, sealed and delivered in the presence of:

(Witness' Signature)
Print Name Lacey S. Tamburino (Witness)

Terry J Tamburino (Witness' Signature)
Print Name TERRY J. TAMBURINO (Witness)

By: Sam Blount (Grantor's signature)
Print Name: Sam Blount
Print Address: 16371 JoMar Rd.
Sarasota, Fl 34240

By: Debbie Blount (Grantor's signature)
Print Name: Debbie Blount
Print Address: 16371 JoMar Rd.
Sarasota, Fl 34240

STATE OF FLORIDA AND COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of AUGUST, 1994, by SAM BLOUNT, and DEBBIE BLOUNT, who are personally known to me.

My Commission Expires: 3/19/97

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
TERRY J TAMBURINO
COMMISSION NUMBER
CC272435
MY COMMISSION EXP.
MAR. 19,1997

Terry J Tamburino
Notary Public, Signature
Print Name TERRY J TAMBURINO

Prepared by: Cathy Badgett

FPL-R16-0022
Form 3722A (Stocked) Rev. 10/91

PUBLIC VERSION

Prepared by: Jason Flynt
FPL, P.O.Box 1119
Sarasota, FL 34230

RWO/SIO/TWO/ER 8345-3-561

Sec. 25, Twp. 36 S, Rge 20 E

91010411

EASEMENT

Form 3723A (Stocked) Rev. 2/86

** OFFICIAL RECORDS **
BOOK 2272 PAGE 2221

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its lecensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width (the approximate location of which is shown in the sketch on Page 2 of this instrument) located within the following described property:

Commence at the Northwest corner of Section 25, Township 36 South, Range 20 East; thence Southerly along the West line of said Section 25, a distance of 2613.46 feet to the West ¼ corner of said Section 25; thence S 1°57'05" E, 25.01 feet to the South right of way line of a County Road, for a Point of Beginning; thence N 89°31'53" E, along said right of way, 552.18 feet to the Point of Curve of a curve to the right, having a central angle of 90°03'07" and a radius of 160 feet; thence Southeasterly along the arc of said curve, 251.47 feet to the Point of Tangency of said curve; thence S 0°25' E, 338.74 feet; thence N 87°55'01" W, 700.5 feet to the West line of said Section 25; thence N 1°57'05" W, along said West line of Section 25, a distance of 467.86 feet to the Point of Beginning. Lying and being in Section 25, Township 36 South, Range 20 East, Sarasota County, Florida. Containing 7.697 acres more or less.

TRANS NUM:00069155
DOC STAMPS PD: $.55
INTANG. TAX PD: $.00
KAREN E RUSHING, SARASOTA CO.
BY: D.C.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communication purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on Jan. 30, 1991.

Signed, sealed and delivered in the presence of:

Jason Flynt

Kelvin Sims

Lawrence L. Dodson (Seal)
~~Larry~~ ~~Dodson~~ Lawerence L. Dodson

(Seal)

STATE OF FLORIDA AND COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of JANUARY, 1991, by LAWRENCE L. DODSON and

My Commission Expires:

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 09, 1992
BONDED THRU AGENT'S NOTARY BROKERAGE

Notary Public, State of

FPL-R16-0023

FLORIDA Power & Light Co/ P.O. Box 1179 PUBLIC VERSION
SARASOTA, FL. 33578 ✓

EASEMENT
Form 3722 (Stocked) Rev. 6/80

OK

Date _____ 19____

ER No. _____
Pole No. 3332-7-560
1013 Gantt Ave.

Sec. 25 Twp. 36 Rge. 18

5.50

541749

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

The West 8' of Lots 15 & 17. The South 5' of Lot 15 and the North 5' of Lot 17 of Subdivision Highland Crest, recorded in Plat Book 2, Page 39, Public Records of Sarasota County, Florida.

O.R. 1809 PG 2878

FILED AND RECORDED
R.H. HACKNEY JR. CLERK
SARASOTA CO. FLA.
OCT 9 2 25 PM '85

Documentary Tax Pd. $ .50
Intangible Tax Pd. $ _____
R. H. Hackney, Jr., Clerk, Sarasota County
By: _____
Deputy Clerk

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned ha signed and sealed this agreement on August 20, 1985.

Signed, sealed and delivered
in the presence of:

Janet L Kaudach
Michele McCarthy

Lina Celi (SEAL)
Lina Celi (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 20 day of August, 1985

by _____ and _____,

respectively the _____ President and _____ Secretary of _____

_____, a _____ corporation, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 20 day of August, 1985

by Kathryn Bassett Vanderbeek and _____.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 5 1986
BONDED THRU GENERAL INS. UND.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

FPL-R16-0024

PUBLIC VERSION

Work Order No. 3201-01-527

EASEMENT

This Instrument Prepared By

Name: MIKE KENNEDY

Co. Name: FPL

Address: 5657 S. McINTOSH RD

SARASOTA, FL. 34256

Sec. 25 Twp 36 S, Rge 20 E

ROBIN GENDREAU

Parcel I.D. #

(Maintained by County Appraiser)

Form 3722-A (Stocked) Rev. 7/94

96022785

** OFFICIAL RECORDS **
BOOK 2825 PAGE 258

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

FIVE (5) FEET IN WIDTH ON EITHER SIDE OF UTILITY LINES AS INSTALLED BY GRANTEE FROM TIME TO TIME ON THE PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.

STATE OF FLORIDA, COUNTY OF SARASOTA
I hereby certify that the foregoing is a true and correct copy of the instrument filed and recorded in this office.
Witness my hand and official seal this 29TH day of February, 1996.
Karen E. Rushing, Clerk of Circuit Court
By: _____, Deputy Clerk

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on February 27, 1996.

Signed, sealed and delivered in the presence of:

_____ (Witness' Signature)

Print Name SANDRA GRADOS (Witness)

_____ (Witness' Signature)

Print Name Linda Dorman (Witness)

By: _____ (Grantor's signature)

Print Name: Robin T. Gendreau

Print Address: 1539 Ingram Ave

Sarasota Fl. 34232

By: _____ (Grantor's signature)

Print Name: 1539 Ingram Ave SAR. FL 3423

Print Address: Shari A. Gendreau

STATE OF Florida AND COUNTY OF Sarasota. The foregoing instrument was acknowledged before me this 27 day of February, 1996, by Robert T Gendreau, and Shari A Gendreau, who is(are) personally known to me or has(have) produced 10-27-1998 as identification, and who did (did not) take an oath.

(Type of Identification)

My Commission Expires:

_____
Notary Public, Signature

Print Name Marilyn J Perrin

MARILYN J. PERRIN
MY COMMISSION # CC 417180
EXPIRES: October 27, 1998
Bonded Thru Notary Public Underwriters

FPL-R16-0025

PUBLIC VERSION

Work Request No. 2471604

Sec. 25, Twp 36 S, Rge 20 E

Parcel I.D. 0554-00-3120
(Maintained by County Appraiser)

Form 3722-A (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By
Name: Roland Trevino
Co. Name: Florida Power & Light Company
Address: 5657 S. McIntosh Rd.
Sarasota, Fl. 34233

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2007044458 3 PGS
2007 MAR 19 11:04 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
TFERNANDEZ Receipt#897480

Doc Stamp-Deed: 0.70

Reserved for Circuit 2007044458

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Said easement being more particularly described and shown on sketch marked Exhibit A sheets 1 & 2 of 2, prepared by Britt Surveying, Inc. attached hereto and made a permanent part hereof.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Celestina Bethel
(Witness' Signature)

Print Name: Celestina Bethel
(Witness)

Teresa Fernandez
(Witness' Signature)

Print Name: Teresa Fernandez
(Witness)

By: Walter E Havard
(Grantor's signature)

Print Name: Walter E Havard

Print Address: 285 New Darlington Rd
Media, Pa 19063

By: _____
(Grantor's signature)

Print Name: _____

Print Address: _____

STATE OF Florida AND COUNTY OF Sarasota. The foregoing instrument was acknowledged before me this 19 day of March 2007, by Walter E Havard, and _____, who is(are) personally known to me or has(have) produced Pennsylvania Drivers License as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

CIRCUIT COURT SEAL SARASOTA COUNTY, FLORIDA

Teresa Fernandez
Notary Public, Signature

Print Name Teresa Fernandez
Deputy Clerk

FPL-R16-0026

Prepared by: Ann Richelieu
Florida Power & Light Company
P.O. Box 1119, Sarasota, Fl. 33578

PUBLIC VERSION

EASEMENT
Form 3722 (Stocked) Rev. 6/80

548807

Date _____ 19____

ER No. SIO 461-4-560
Pole No. _____

Sec. 25 Twp. 36S Rge. 18E

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead ~~and underground~~ electric utility ~~facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) on, over, under and across the following described property~~ aerial wires; with the right to reconstruct, improve, ~~add to~~, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

OFF REC 1814 PG 1572

Said easement being the east ten (10) feet of the following described property: Section 25, Township 36S, Range 18 E, Palmer Blvd., Lots 4, 5, 6, Block D Highland Crest, Sarasota County, Florida.

This easement is for an aerial encroachment ONLY.

By its acceptance of the easement herein granted and the installation of the facilities provided for hereunder, Florida Power & Light Company agrees to relocate (at its own cost and expense), the facilities installed hereunder to conform to future development of said property.

Relocation if any, to conform to future development of said property shall be determined as to necessity at the sole discretion of grantor, her heirs, successors or assigns.

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on October 15, 1985.

Documentary Tax Pd. $ .50
Intangible Tax Pd. $ _____
R. H. Hackney, Jr., Clerk, Sarasota County
By: _____
Deputy Clerk

Signed, sealed and delivered in the presence of:

Margaret A. Potter

Hazel Campbell (SEAL)
Hazel Campbell (Unremarried widow)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF FLORIDA AND COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19___,

by _____ and _____,

respectively the _____ President and _____ Secretary of _____

_____, a _____ corporation, on behalf of the corporation.

FILED AND RECORDED
R.H. HACKNEY, JR. CLERK
SARASOTA CO. FLA.
Nov 1 11 24 AM '85

_____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of October, 1985,

by Hazel Campbell, an unremarried widow

Margaret A. Potter
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 25,1989
BONDED THRU GENERAL INS. UND.

FPL-R16-0027

Prepared by: D. L. Rhodes
Florida Power & Light Company
P. O. Box 1119, Sarasota, Fl. 33578

PUBLIC VERSION

382507

EASEMENT

Form 3722 (Stocked) Rev. 2/80

ER No. RWO 2763-7-560
Pole No.

Date January 30 19 84

Sec. 25 Twp. 36S Rge. 18E

O.R. 1677 PG 0486

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

The East 5 feet of Lots 8 & 10, Block "I", Highland Crest, recorded in Plat Book 2, Page 39, Public Records of Sarasota County, Florida.

Documentary Tax Pd. $ .45
Intangible Tax Pd. $
R. H. Hackney, Jr., Clerk, Sarasota County
By: M. Bell
Deputy Clerk

FILED AND RECORDED
R. H. HACKNEY JR. CLERK
SARASOTA CO. FLA
MAY 2 3 04 PM '84
382507

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along and under the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned ha v signed and sealed this 13th day of agreement on February, 1984.

Signed, sealed and delivered
in the presence of:

Ellie L. Mullis
David Rhodes

NISLEY HOMES, INC. (SEAL)
Nisley Homes
Andrew M. Nisley, President (SEAL)
Susan M. Nisley, Secretary (SEAL)
(SEAL)

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 13th day of February, 1984,

by Andrew M. Nisley and Susan M. Nisley,

respectively the President and Secretary of

NISLEY HOMES, INC., a Florida corporation, on behalf of the corporation.

Ellie L. Mullis
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: Notary Public, State of Florida at Large
My Commission Expires January 10, 1987

STATE OF FLORIDA AND COUNTY OF

The foregoing instrument was acknowledged before me this day of , 19 ,

by and .

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:

FPL-R16-0028

3

Work Request No. 1738301

Sec. 25, Twp 36 S, Rge 18 E

Parcel I.D. 0048-10-0009
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By
Name: Shanon I Wright
Co. Name: Florida Power & Light Company
Address: 5657 S McIntosh Rd
Sarasota, FL 34233

pg 1 of 2

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005205291 3 PGS
2005 SEP 13 11:16 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
GBURCH Receipt#684396

Doc Stamp-Deed: 0.70

2005205291

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

See attached Exhibit "A".

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on Sept 13, 2005

Signed, sealed and delivered in the presence of:

Teresa DC
(Witness' Signature)

Print Name: Teresa DC
(Witness)

Donna Yeager
(Witness' Signature)

Print Name: DONNA Yeager
(Witness)

MATTPAUL INC
(Corporate name)

By: John Luong
(President's signature)

Print Name: JOHN LUONG

Print Address: 7528 Palmer Glen Cir
Sarasota FL 34240

Attest: Lin Luong
(Secretary's signature)

Print Name: Lin Luong

Print Address: 7528 Palmer Glen
Sarasota, FL 34240

(Corporate Seal)

STATE OF Florida AND COUNTY OF Sarasota. The foregoing instrument was acknowledged before me this 13 day of Sept, 2005, by John Luong and Lin Luong respectively the ✓ President and ✓ Secretary of Matt Paul Inc, a Florida corporation, on behalf of said corporation, who are personally known to me or have produced FL DL as identification, and who did (did not) take an oath.

(Type of Identification)

My Commission Expires: 9/17/05 / 9/17/09

Margaret M Reeves
Notary Public/Signature

Print Name Margaret M Reeves

MARGARET M. REEVES
Notary Public - State of Florida
My Commission Expires Sep 17, 2009
Commission # DD 451899
Bonded By National Notary Assn.

RETURNED TO: FLORIDA POWER & LIGHT CO. P.O. BOX 119 SARASOTA, FL. 33578

PUBLIC VERSION

EASEMENT

Form 3722 (Stocked) Rev. 6/80

ER No. _____
Pole No. 3332-7-560
1013 Gantt Ave.

Date _____ 19____

Sec. 25 Twp. 36 Rge. 18

5.50

541749

O.R. 1809 PG 2878

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

The West 8' of Lots 15 & 17. The South 5' of Lot 15 and the North 5' of Lot 17 of Subdivision Highland Crest, recorded in Plat Book 2, Page 39, Public Records of Sarasota County, Florida.

FILED AND RECORDED
R.H. HACKNEY JR. CLERK
SARASOTA CO. FLA.
OCT 9 2 25 PM '85

Documentary Tax Pd. $ .50
Intangible Tax Pd. $ _____
R. H. Hackney, Jr., Clerk, Sarasota County
By: _____
Deputy Clerk

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned ha__ signed and sealed this agreement on August 20, 19 85.

Signed, sealed and delivered in the presence of:

Janet L Kavchak
Michele McCarthy

Lina Celi (SEAL)
Lina Celi (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 20 day of August, 19 85

by _____ and _____,

respectively the _____ President and _____ Secretary of _____

_____, a _____ corporation, on behalf of the corporation.

_____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 20 day of August, 19 85

by Kathy Bassett Vassilona and _____.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 5 1986
BONDED THRU G...

_____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

FPL-R16-0030

Prepared by: Ann Richelieu
Florida Power & Light Company
P.O. Box 1119, Sarasota, Fl. 33578

PUBLIC VERSION

EASEMENT

Form 3722 (Stocked) Rev. 6/80

548807

Date _____ 19___

ER No. SIO 461-4-560
Pole No. _____

Sec. 25 Twp. 36S Rge. 18E

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead ~~and underground~~ electric utility ~~facilities (including wires, poles, guys, cables, underground conduit and appurtenant equipment)~~ aerial wires; with the right to reconstruct, improve, ~~add to~~, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

OFF REC 1814 PG 1572

Said easement being the east ten (10) feet of the following described property: Section 25, Township 36S, Range 18 E, Palmer Blvd., Lots 4, 5, 6, Block D Highland Crest, Sarasota County, Florida.

This easement is for an aerial encroachment ONLY.

By its acceptance of the easement herein granted and the installation of the facilities provided for hereunder, Florida Power & Light Company agrees to relocate (at its own cost and expense), the facilities installed hereunder to conform to future development of said property.

Relocation if any, to conform to future development of said property shall be determined as to necessity at the sole discretion of grantor, her heirs, successors or assigns.

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on October 15, 1985.

Documentary Tax Pd. $ .35
Intangible Tax Pd. $ _____
R. H. Hackney, Jr., Clerk, Sarasota County
By: _____ Deputy Clerk

Signed, ~~sealed and delivered~~ in the presence of:

Margaret A. Potter

Hazel Campbell (SEAL)
Hazel Campbell (Unremarried widow)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF FLORIDA AND COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19___,

by _____ and _____,

respectively the _____ President and _____ Secretary of _____

_____, a _____ corporation, on behalf of the corporation.

FILED AND RECORDED
R.H. HACKNEY, CLERK
SARASOTA CO., FLA.
Nov 1 11 04 AM '85

_____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of October, 1985,

by Hazel Campbell, an unremarried widow ~~and~~ _____.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 25,1989
BONDED THRU GENERAL INS. UND.

Margaret A. Potter
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

FPL-R16-0031

Florida Power & Light
P.O. Box 1119. Sarasota, Fl. 33578

PUBLIC VERSION

EASEMENT
Form 3722 (Stocked) Rev. 6/80

315172

ER No. 2538-7-560
Pole No.

Date July 6th 1983

Sec. 25 Twp. 36S Rge. 18E

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

A parcel of land situated in Sec. 25, Twp. 36 S., Rge. 18 E., Sarasota County, Florida, being Lots 45 & 46 that part of Lots 39,40,41,42 & 44 and the North 25' of Lot 47, Resubdivision of Palmer Farms, Second Unit as recorded in Plat Book 3 at Page 52 of the Public Records of Sarasota County, Florida and also the West 30' of the Tampa Southern Railroad. Company lying E'ly of the above Platted lots, is more particularly described as follows:

Beginning at a found iron pipe at the intersection of the South line of the said North 25' of Lot 47 with the E'ly R/W line of Cattlemen Road; thence N 0°27'50" E along said E'ly R/W line 133.00'; thence S 80°32'30" E 322.81' to the center of said Tampa Southern Railroad Company; thence Southwesterly along a curve to the right having a radius of 634.5', central angle of 12°57'04" for an arc distance of 143.42'; thence N 80°32'30" W along the said South line of the North 25' 245.22' to the P.O.B.

Containing 0.8654 acres of land.

Said Easement consisting of the Westerly 80' of Northerly 10' of the above.

O.R. 1616 PG. 0639

FILED AND RECORDED
SEP 15 11 AM '83
R. H. HACKNEY, JR.
CLERK CIRCUIT COURT
SARASOTA CO., FLA.

315172

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned ha signed and sealed this agreement on July 6th, 1983.

Signed, sealed and delivered in the presence of:

David G. Hadden (SEAL)
Joan I. Hadden (SEAL)
(SEAL)
(SEAL)

STATE OF FLORIDA AND COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of July, 1983

by DAVID G. HADDEN AND JOAN I. HADDEN,

respectively the ____ President and SECRETARY Secretary of

DANAC ADIAC INVESTMENT GROUP, INC., a FLORIDA corporation, on behalf of the corporation.

Notary Public, State of Florida at Large
My Commission Expires April 28, 1984
Bonded Thru Troy Fain Insurance Inc.

Marie L. Baker
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF ____

The foregoing instrument was acknowledged before me this ____ day of ____, 19__,

by ____ and ____.

Documentary Tax Pd. $ NO
Intangible Tax Pd. $ ____
R. H. Hackney, Jr., Clerk, Sarasota County
By: M. Bell
Deputy Clerk

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

FPL-R16-0032

PM

6

7

Work Order No. 7293-4-527

Sec. 25, Twp 36 S, Rge 18 E

Parcel I.D. #
(Maintained by County Appraiser)

Form 3722-A (Stocked) Rev. 7/94

PUBLIC VERSION

EASEMENT

This Instrument Prepared By
Name: Roland Trevino
Co. Name: Florida Power & Light Co.
Address: P.O. Box 1119
Sarasota, Fl. 34230

94108587

** OFFICIAL RECORDS **
BOOK 2667 PAGE 693

Reserved for Clerk Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 12 feet in width described as follows:

TRANS NUM:00321985
DOC STAMPS PD: $.70
INTANG. TAX PD: $.00
KAREN E. RUSHING, CLERK OF SARASOTA CO.
BY:

SAID EASEMENT BEING THE SOUTH 10.0 FEET OF THE NORTH 70.5 FEET OF THE EAST 85.0 FEET AND ALSO THE WEST 12.0 FEET OF THE FOLLOWING DESCRIBED PROPERTY;

THE NORTH 200 FEET OF THE SOUTH 400 FEET OF THE NORTH 800 FEET OT OF THE WEST 588 FEET TO THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST LESS EAST 26 FEET FOR CANAL; LESS ROAD RIGHT OF WAY FOR CATTLEMAN ROAD.

SECTION 25-36-18

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premis all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement are trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which r interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fi extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, a under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on Sept. 6, 19 94.

Signed, sealed and delivered in the presence of:

Eileen A Ruvolo
(Witness' Signature)

Print Name Eileen A Ruvolo
(Witness)

Nadia Murphy
(Witness' Signature)

Print Name NADIA MURPHY
(Witness)

By: Rex Sutherland
(Grantor's signature)

Print Name: Rex Sutherland

Print Address: P.O. Box 25864
Sarasota, Fla 34277

By: LaVanna Sutherland
(Grantor's signature)

Print Name: LaVanna Sutherland

Print Address: P.O. Box 25864
Sarasota, Fl. 34277

CLERK OF CIRCUIT COURT SARASOTA COUNTY, FL

STATE OF FLORIDA AND COUNTY OF SARASOTA. The foregoing instrument was acknowledg
before me this 6 day of Sept 19 94, by REX SUTHERLAND & LAVANNA SUTHERLAND
and
Known to me. , who is(are) personally known to me or has(have) produce
(Type of Identification) as identification, and who did (did not) take an oath.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Dec. 16, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.
#063247

Eileen A Ruvolo
Notary Public, Signature

Print Name Eileen A Ruvolo

EPL-R16-0033

PUBLIC VERSION

Florida Power & Light Company
P. O. Box 1119 Sarasota, FL 34230

90121019

** OFFICIAL RECORDS **
BOOK 2258 PAGE 1063

RWO/SIO/TWO/ER 2676-1-560

Sec. 25, Twp. 36 S, Rge 18 E

TRANS NUM:00059228
DOC STAMPS PD: $.55
INTANG. TAX PD: $.00
KAREN E. RUSHING SARASOTA CO.
BY: D.C.

EASEMENT
Form 3722A (Stocked) Rev. 2/86

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement ____ feet in width described as follows:

THE SOUTHERLY 10' OF LOT 36 OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE S.E. CORNER OF THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA CO, FLORIDA; THENCE N. 00° 03' 00" E., 50.00' TO THE NORTH R/W OF BAHIA VISTA STREET; THENCE S. 89° 57' 00" W, ALONG SAID R/W, 270' FOR A POINT OF BEGINNING; THENCE CONTINUE S. 89° 57' 00" W. ALONG SAID R/W, 936.40'; THENCE N. 00° 06' 15" E., 194.0'; THENCE N. 57° 35' 53" E., 486.83'; THENCE N. 00° 01' 30" E., 850.10' TO THE NORTH LINE OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 25; THENCE S. 89° 43' 04" E. ALONG SAID LINE, 51.75'; THENCE S. 00° 19' 39" W., 33.00'; THENCE S. 89° 43' 04" E., 68.07'; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 5794.60', AN ARC DISTANCE OF 31.77' TO THE END OF SAID CURVE; THENCE S. 80° 33' 30" E. ALONG THE NORTHERLY LINE OF AN ABANDONED RAILROAD R/W (130' WIDE), 654.01'; THENCE S. 00° 06' 10" E., 271.84'; THENCE S. 89° 44' 09" E. ALONG THE SOUTH LINE OF THE NORTH 10' OF LOT 30, RESTLINE SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 71, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, 124.10' TO

(EASEMENT CONTINUED ON REVERSE SIDE)

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 8/17, 1989

Signed, sealed and delivered in the presence of:

Lowell A Brubaker _____ (Seal)

Helen L Brubaker - witness _____ (Seal)

Susan E. Barclay - witness

STATE OF Florida AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 18th (a) day of August, 1989, by Bill Carberry Lowell Brubaker and _____.

My Commission Expires: 9/1/91

Notary Public, State of

FPL-R16-0034

PUBLIC VERSION

Prepared by: Bill Erdesky
Florida Power & Light Co.
P.O. Box 1119
Sarasota, Fl. 33578

Date 5-5-87

Sec. 25, Twp. 36S, Rge. 18E

EASEMENT

Form 3723A (Stocked) Rev. 7/85

768154

O.R. 1954 PG 2195

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its lecensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 5 feet in width (the approximate location of which is shown in the sketch on Page 2 of this instrument) located within the following described property:

The S. 5 ft. of the West 300 ft. of the N. 100 ft. of the W. 566.94 ft. of the SE¼ of the SE¼ of Section 25, Township 36 South, Range 18 East, Sarasota County, Florida, less 30 ft. for R/W of Cattlemen Rd. and 26 ft. for R/W of existing canal.

Documentary Tax Pd. $ 50
Intangible Tax Pd. $
R. H. Hatchney, Jr., Clerk, Sarasota County
By: _____
Deputy Clerk

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communication purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on MAY 6, 1987.

Signed, sealed and delivered in the presence of:

William Erdesky

Marietta Hutchinson

Kurt F. Lewis (Seal)

Gail E Lewis (Seal)

STATE OF Florida AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 5 day of May, 1987, by Kurt F. Lewis and Gail E Lewis

My Commission Expires: 10/24/88

Marietta Hutchinson
Notary Public, State of Florida

FPL-R16-0035

PUBLIC VERSION

Work Request No. 2294169

Sec. 25, Twp 36 S, Rge 18 E

Parcel I.D. 00 -11-0095
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By
Name: Shanon I Wright
Co. Name: Florida Power & Light Company
Address: 5657 S. McIntosh Rd.
Sarasota, FL 34233

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006163518 2 PGS
2006 SEP 13 10:34 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
GBURCH Receipt#827818

Doc Stamp-Deed: 0.70

2006163518
Reserved for

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

SEE ATTACHED EXHIBIT "A"

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on JULY 19, 2006

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: Jeff Mossenstein
(Witness)

(Witness' Signature)

Print Name: Ron Hesson
(Witness)

PALMER RIDGE INDUSTRIAL PARK INC
(Corporate's name)

By: William R. Sizemore
(President's signature)

Print Name: WILLIAM R. SIZEMORE

Print Address: 2836 E. FOREST LAKE DR
SARASOTA, FL 34232

Attest: _____
(Secretary's signature)

Print Name: _____

Print Address: _____

(Corporate Seal)

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006173001 3 PGS
2006 SEP 28 09:46 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
GBURCH Receipt#833811

2006173001

Doc Stamp-Deed: 0.70

STATE OF Florida AND COUNTY OF Sarasota. The foregoing instrument was acknowledged before me this 19 day of JULY, 2006 by WILLIAM R. SIZEMORE, and _____ respectively the ✓ President and _____ Secretary of _____, a _____ corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Denise Yahraus
MY COMMISSION # DD424009 EXPIRES
August 15, 2009
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public, Signature

Print Name DENISE YAHRAUS

FPL-R16-0036

Prepared by W. Bressay
Florida Power & Light Co.
P.O. Box 1119
Sarasota, Fl. 33578

PUBLIC VERSION

Date_____

EASEMENT
Form 3723A (Stocked) Rev. 7/85

Sec. 25&36 Twp. 36S Rge. 18E

RWO# 3914-7-560
3827-7-560

768156

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of ~~overhead and~~ underground electric utility facilities (including ~~wires, poles, guys,~~ cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width (the approximate location of which is shown in the sketch on Page 2 of this instrument) located within the following described property:

A 10 ft. easement to F.P. & L., the centerline of which is described as follows:

Commence at the SW corner of Lot 7, Live Oak Business Park Subdivision Phase One, as recorded in Plat Book 31, Pages 26-26B, Public Records of Sarasota County, Florida; thence N-0°29'58"W along West line of said Lot 7 and along West line of Cantu Court (a private access, drainage & utility easement shown on said plat of Live Oak Business Park, Phase One), a distance of 5.00 feet for a Principal Place of Beginning; thence N-88°54'45"E 55.00 feet; thence N-0°29'58"W, 596.62 feet; thence N-44°30'02"E 39.60 feet; thence N-0°29'58"W, 42.43 feet; thence N-45°29'58"W, 39.60 feet; thence N-0°29'58"W, 228.94 feet to North line of Lot 1-B of said Live Oak Business Park Phase One, and end of said centerline of easement. Being a part of Lots 1-B, 2,3,4,5,6, & 7 of said Live Oak Business Park Subdivision, Phase One, and also being a part of Cantu Court (a private access, drainage & utility easement shown on plat of said subdivision) across said lots.

A 10 ft. easement to F.P. & L., the centerline of which is described as follows:

Commence at the SW corner of Lot 3, Live Oak Business Park Subdivision, Phase One, as recorded in Plat Book 31, Pages 26 to 26B, Public Records of Sarasota County, Florida; thence N-89°30'02"E 60.00 feet; thence N-0°29'58"W along East line of Cantu Court (a private access, drainage and utility easement shown on plat of said subdivision), 78.30 feet for a Principal Place of Beginning; thence N-89°30'02"E 178.00 feet to end of said centerline of easement.

Being a part of said Lot 3, Live Oak Business Park Subdivision, Phase One.

O.R. 1994 PG 2198

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communication purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; ~~to trim, cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or structures of the transmission or distribution~~; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property. The undersigned reserves the right to construct driveways or parking lots, and install landscaping, within the easement area, and reserves the right to use the property subject to the easement in any manner that does not unreasonably interfere with the rights granted herein to Florida Power & Light Co.**

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 19 .

Signed, sealed and delivered in the presence of:

Susan Rich
Susan Rich

Douglas T. Cardente (Seal)
Linda Cardente (Seal)

STATE OF Florida AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 8th day of May, 1987, by Douglas T Cardente and Linda A. Cardente

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires Sept. 21, 1990 Bonded By Continental Ins. Co.

Susan Roma-Rich
Notary Public, State of

Documentary Tax Pd. $ _____
Intangible Tax Pd. $ _____
R. H. Hackney, Jr., Clerk, Sarasota County
By: _____ Deputy Clerk

**Florida Power & Light Co., by acceptance of this easement, agrees to repair any damage caused to landscaping or paving caused in repairing, maintaining, or replacing its utility facilities within the easement area.

FPL-R16-0037

PUBLIC VERSION

Florida Power & Light Co.
P.O. Box 1119
Sarasota, Fl. 33578

Date Sept. 17, 1986

Job #3588-7-560

EASEMENT
Form 3722A (Stocked) Rev. 7/85

684936

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

See attached Exhibit "A" attached hereto and made a part thereof.

O.R. 1900 PG 1421

Documentary Tax Pd. $ 50¢
Intangible Tax Pd. $
R. H. Hackney, Jr., Clerk, Sarasota County
By: Elena L Young
Deputy Clerk

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on Sept. 17, 1986

Signed, sealed and delivered in the presence of:

Barbara J Keddie

Fred M. Starling (Seal)
General Partner of "Elena 85 Partnership"

Paul Boyd

(Seal)

STATE OF Florida AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 17th day of Sept, 1986 by

and

My Commission Expires:
Sept 27, 1990

Barbara J Keddie
Notary Public, State of

FPL-R16-0038

Prepared by: D. B. Rhodes
Florida Power & Light Co
P.O. Box 1119, Sarasota, FL 33578

PUBLIC VERSION

EASEMENT

Form 3722 (Stocked) Rev. 6/80

ER No. SIO 461-4-560
Pole No.

Date _____ 19____

Sec. 25 Twp. 36S Rge. 18E

541752

9.50

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

O.R. 1809 PG 2883

A parcel of land situated in Section 25, Township 36S, Range 18E, Sarasota County, Florida, being Lot 43, Part of Lots 39, 40, 41, 42, and 44, resubdivision of Palmer Farms, Second Unit as recorded in Plat Book 3, Page 52 of the Public Records of Sarasota County, Florida, and the West 30 feet of the Tampa Southern Railroad Company lying Easterly of the above platted lots.

Said easement ten (10) feet in width, which is more particularly described and shown on Florida Power & Light Company drawing Exhibit "A", dated April 18, 1985, attached hereto and made a part thereof.

Documentary Tax Pd. $ .50
Intangible Tax Pd. $ _____
R. H. Hackney, Jr., Clerk, Sarasota County
By: _____ Deputy Clerk

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned ha__ signed and sealed this agreement on 6/14, 19 85

Signed, sealed and delivered in the presence of:

Wallscelle, a Florida General Partnersh
by Frederick C. Wallace (Owner)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 14th day of June, 1985,

by _____ and _____,

respectively the _____ President and _____ Secretary of _____

_____, a _____ corporation, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 14th day of June, 1985,

by _____ and _____

Patricia Alvarez

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: My Commission Expires Dec. 1, 1986

FPL-R16-0039

PUBLIC VERSION

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2001068224 2 PGS
2001 MAY 16 02:22 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#045657
Doc Stamp-Deed: 0.70

Work Order No. 1812-7-566

Sec. 25, Twp 36 S, Rge 18 E

Parcel I.D. #
(Maintained by County Appraiser)

EASEMENT

This Instrument Prepared By
Name:
Co. Name: FPL CO
Address: 5657 McIntosh Rd
Sarasota, FL 34233

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement _____ feet in width (the approximate location of which is shown in the sketch on Page 2 of this instrument) located within the following described property:

See Exhibit "A"

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 5/14, ~~19~~ 2001.

Signed, sealed and delivered
in the presence of:

Kris Detweiler
(Witness' Signature)

Print Name Kris Detweiler
(Witness)

Barbara Miller
(Witness' Signature)

Print Name Barbara Miller
(Witness)

RETURN TO: HG & LL, Inc.
1645 Barber Road
Suite C
Sarasota, FL 34240

Sarasota Christian School, Inc.
(Corporate's name)

By: Eugene
(President's signature)

Print Name: Eugene D. Miller

Print Address: c/o 5415 Bahia Vista
Sarasota FL 34232

Attest:
(Secretary's signature)

Print Name:

Print Address:

(Corporate Seal)

STATE OF Florida AND COUNTY OF Sarasota. The foregoing instrument was acknowledged before me this 15 day of MAY, ~~19~~ 2001, by Eugene Miller, and _____ respectively the ✓ President and _____ Secretary of _____, a _____ corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Cynthia S. Geisler
Commission # CC 995580
Expires March 2, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Cynthia S Geisler
Notary Public, Signature

Print Name Cynthia S. Geisler

FPL-R16-0040
Form 3723 (Stocked) Rev. 7/94

PUBLIC VERSION

Florida Power & Light Company
P. O. Box 1119
Sarasota, Florida 33578

EASEMENT

Form 3722 (Stocked) Rev. 2/80

132731

Date April 7, 1981

ER No. 7711-1-560
Pole No.

Sec. 25 Twp. 36S Rge. 18E

OR 1467 PG 1565

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

Begin at the SW corner of the SE¼ of the SE¼ of Section 25, Township 36 South, Range 18 East, Sarasota County, Florida; thence easterly along the south line of said SE¼ of the SE¼, 420.0'; thence northerly, parallel with the west line of said SE¼ of the SE¼, 210.0' thence westerly parallel with the south line of said SE¼ of the SE¼, 420.0' to the west line of said SE¼ of the SE¼; thence southerly along said west line, 210.0' to the P.O.B., LESS R/W for Cattlemen Road, if any.

ALSO the north 4' of the west 532' of the SE¼ of the SE¼ of Section 25, Township 36 South, Range 18 East, Sarasota County, Florida LESS R/W for Cattlemen Road, if any.

Said easement being the north 10 feet and the south 10 feet of the above described property.

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along and under the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on April 7, 1981.

Notary Public, State of Florida at Large
My Commission Expires Aug. 20 1983

Signed, sealed and delivered in the presence of:

Ruth E. Dunn
Corwin D. Miller

Larry L. Schlabach (SEAL)
Larry L. Schlabach

(SEAL)

Marla K. Schlabach (SEAL)
Marla K. Schlabach

(SEAL)

STATE OF FLORIDA AND COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19__,

by _____

_____ Secretary of _____

_____ corporation, on behalf of the corporation.

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT OF REVENUE SEP 25'81 $.45

FILED AND RECORDED SEP 25 3 17 PM '81 R. H. HAGKNEY, JR. CLERK SARASOTA CO. FLA.

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 7th day of April, 1981

by Larry L. Schlabach and Marla K. Schlabach

Notary Public, State of Florida at Large
My Commission Expires Aug. 20 1983

Ruth E. Dunn
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:

FPL-R16-0041

Florida Power & Light Co.
P.O. Box 1119
Sarasota, Florida 33578

ER No. 1867-7-560
Pole No.

PUBLIC VERSION

EASEMENT
Form 3722 (Stocked) Rev. 2/80

132730

Date 5-29 19 81

Sec. 25 Twp. 36S Rge. 18E

OR 1467 PG 1564

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

THE SOUTH 200 FEET OF THE NORTH 800 FEET OF THE WEST 588 FEET OF THE SOUTH EAST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST, LESS THE RIGHT OF WAY FOR CATTLEMAN ROAD AND ANY CANAL RIGHT OF WAY OF RECORD IF ANY, SARASOTA COUNTY, FLORIDA.

SAID EASEMENT BEING THE WEST 5 FEET AND A 10 FOOT STRIP THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED IN AND SHOWN ON THE FLORIDA POWER & LIGHT COMPANY DRAWING MARKED EXHIBIT "A" AND DATED 5/20/81, ATTACHED HERETO AND MADE A PART HEREOF.

SARASOTA COUNTY 28999 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT OF REVENUE SEP 29 '81 $00.45

SEP 25 3 17 PM '81 FILED AND RECORDED R.H. HACKNEY JR. CLERK SARASOTA CO. FLA.

132730

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along and under the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned ha__ signed and sealed this agreement on _____, 19____.

Signed, sealed and delivered
in the presence of:

Donna L. Purdy
Ann Cozik

Blu-Aqua Pool Corp. (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 29th day of May, 1981,

by Debra Ann Doering and _____

respectively the _____ President and _____ Secretary of _____

_____, a _____ corporation, on behalf of the corporation.

Debra Ann Doering
Notary Public, State of Florida at Large
My Commission Expires August 11, 1984
Bonded By U.S. Fire Insurance Co.
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19___,

by _____ and _____.

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:

FPL-R16-0042

PUBLIC VERSION

Work Request No. 1587760

Sec 25, Twp 35 S, Rge 16 E

Parcel I.D.
(Maintained by County Appraiser)

Form 3722-A (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By
Name: Mark Harmison
Co. Name: Florida Power & Light Company
Address: 5657 S McIntosh Rd
Sarsota, FL 34233

Received for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

See Exibit A attached hereto and made part of:

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered
in the presence of:

Joy M. Moon
(Witness' Signature)
Print Name: Joy M. Moon
(Witness)

Raquel Larry
(Witness' Signature)
Print Name: Raquel Larry
(Witness)

By: Scott A. Hase
(Grantor's signature)
Print Name: Scott A. Hase
Print Address: 5120 Gulf of Mexico Dr.
Longboat Key FL 34228

By: _____
(Grantor's signature)
Print Name: _____
Print Address: _____

STATE OF Florida AND COUNTY OF Manatee. The foregoing instrument was acknowledged before me this 4th day of May, 2005 by Scott A. Hase, and _____, who is(are) personally known to me or has(have) produced FL DL#H200781523026 as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Raquel Larry
Notary Public, Signature

Print Name _____

NOTARY PUBLIC
STATE OF FLORIDA
Raquel Larry
Comm. # DD 114865
Comm. Exp. May 21, 2006

OR BOOK 02016 PAGES 5245 - 5246
MANATEE COUNTY CLERK COURT
2 PAGES(S)
RECORDED; 5/4/2005 12:01:52 PM

FPL-R16-0043

05/03/2005 10:06 941-927-1256 FPL SVC PLANNING PAGE 02

PUBLIC VERSION

9.00
1.50
.60

Prepared by: Jason Flynt
FPL, P.O.Box 1119
Sarasota, FL 34230 148

RWO/SIO/TWO/ER 5081-7-560

Sec. 25, Twp. 36 S, Rge 18 E

W.M. Scarborough

EASEMENT
Form 3723A (Stocked) Rev. 2/86

91123103

** OFFICIAL RECORDS **
BOOK 2348 PAGE 2454

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its lecensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width (the approximate location of which is shown in the sketch on Page 2 of this instrument) located within the following described property:

Lots 14 thru 20, Palmer Farms, Second Unit, recorded in Plat Book 3, Page 20, Public Records of Sarasota County, Florida together with that portion of Lot 52, Palmer Farms, Second Unit, recorded in Plat Book 3, Page 20, Public Records of Sarasota County, Florida together with that portion of Lot 52, Palmer Farms, Second Unit, recorded in Plat Book 3, Page 20, Public Records of Sarasota County, Florida, described as follows:

Commence at the Northwesterly corner of Lot 14 of said Palmer Farms, Second Unit for a Point of Beginning; thence along the Easterly right-of-way line of Packinghouse Road (50 ft. wide right-of-way), North 08°58'17" East, 120.84 feet; thence along a line parallel with the Northerly line of Lots 14 through 20 of said Palmer Farms, South 75°15'00" East, 247.13 feet; thence along a line perpendicular to said Northerly line, South 15° 45'00" West, 120.00' to said Northerly line of Lots 14 through 20; thence along said Northerly line, North 74°15'00" West, 232.87 feet to the Point of Beginning.

TRANS NUM:00121833
DOC STAMPS PD: $.60
INTANG. TAX PD: $.00
KAREN E RUSHING SARASOTA CO.
BY: [signature] D.C.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communication purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 6/28/, 1991

Signed, sealed and delivered in the presence of:

2 witnesses

X [signature]

X [signature]

X Gay Bee Anderson
GAY BEE ANDERSON (SPOUSE)

X Harry M. Anderson (Seal)
Harry M. Anderson

(Seal)

NOTARY

STATE OF Florida AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 28th day of June, 1991, by GAY BEE ANDERSON + HARRY M. ANDERSON

My Commission Expires:

[signature]
Notary Public, State of

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUL 15 1994
BONDED THRU GENERAL INS. UND.

EP-R16-0044

Prepared by: D. L. Rhodes
Florida Power & Light Co.
P.O. Box 1119, Sarasota, Fl. 33578

PUBLIC VERSION

EASEMENT
Form 3722 (Stocked) Rev. 6/80

ER No. SIO 461-4-560
Pole No.

Date _____ 19____

Sec. 25 Twp. 36S Rge. 18E

541752

9.50

O.R. 1809 PG 2883

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

A parcel of land situated in Section 25, Township 36S, Range 18E, Sarasota County, Florida, being Lot 43, Part of Lots 39, 40, 41, 42, and 44, resubdivision of Palmer Farms, Second Unit as recorded in Plat Book 3, Page 52 of the Public Records of Sarasota County, Florida, and the West 30 feet of the Tampa Southern Railroad Company lying Easterly of the above platted lots.

Said easement ten (10) feet in width, which is more particularly described and shown on Florida Power & Light Company drawing Exhibit "A", dated April 18, 1985, attached hereto and made a part thereof.

Documentary Tax Pd. $ .50
Intangible Tax Pd. $
R. H. Hackney, Jr., Clerk, Sarasota County
By: _____ Deputy Clerk

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned ha__ signed and sealed this agreement on 6/14, 19 85

Signed, sealed and delivered in the presence of:

Frances C. Warren

Wallscelle, a Florida General Partnershi
by Frederick C. Wallace (Owner)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 14th day of June, 19 85,

by _____ and _____,

respectively the _____ President and _____ Secretary of _____

_____, a _____ corporation, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 14th day of June, 19 85,

by _____ and _____

Patricia Edwards

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: My Commission Expires Jan. 27, 1987

FPL-R16-0045

Prepared by: Brick Rule
Florida Power & Light Co. ✓
P.O. Box 1119, Sarasota, Fl. 33578

PUBLIC VERSION

525854

EASEMENT
Form 3722 (Stocked) Rev. 6/80

Date 11/9 19 85

ER No. 1328 - 6 - 560
Pole No.

Sec. 25 Twp. 36S Rge. 18E

O.R. 1799 PG 1735

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

Commence at the Northwest corner of tract 66;thence South 0°03' East along R/W of Cattleman Road 300 ft. for the POB; thence North 89°45' East 416.98 ft. to the West line of a 52 ft. canal; thence South 2°35' West along said canal R/W 200.24 ft.; thence South 89°45' West 407.77 ft. to Cattlemen Road; thence North along the R/W 200 ft. to the POB, being a part of Lot 66 Palmer Farms Second Unit lying & being in Section 25, Township 36 South, Range 18 East, Sarasota County, Florida.

Said easement being more particularly described in and shown on the Florida Power & Light Company drawing marked Exhibit "A" and dated 11-5-84 attached hereto and made a part hereof.

Documentary Tax Pd. $ .50
Intangible Tax Pd. $
R. H. Hackney, Jr., Clerk, Sarasota County
By: Deputy Clerk

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on November 9, 19 84

Signed, sealed and delivered
in the presence of:

Jerry Hente (SEAL)
Chairman, Sarasota Board of
County Commissioners (SEAL)
(SEAL)
(SEAL)

STATE OF FLORIDA AND COUNTY OF Sarasotsa

The foregoing instrument was acknowledged before me this 9th day of November, 19 84

by Jerry Hente

Chairman,

Board of County Commissioners, a corporation, on behalf of the corporation.

Notary Public, State of Florida
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:
My Commission Expires
Bonded Thru Troy Fain

STATE OF FLORIDA AND COUNTY OF

The foregoing instrument was acknowledged before me this day of , 19

by and

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

FPL-R16-0046

Prepared by: D. L. Rhodes
Florida Power & Light Co.
P. O. Box 1119, Sarasota, Fl. 33578

PUBLIC VERSION

EASEMENT
Form 3722 (Stocked) Rev. 2/80.

~~41792~~

ER No. RWO 2891-7-560
Pole No.

Date 5-23 19 84

Sec. 19 Twp. 36S Rge. 18E

437812

5.00 / 5.45
Pg Bgn. 9.00
Scale #5

O.R. 1704 PG 2098
O.R. 1727 PG 0925

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

A portion of Lot 51, Palmer Farms Second Unit as recorded in Plat Book 3, pages 20 & 20A, Public Records of Sarasota County, Florida, more particularly described as follows:

Commence at the S.W. corner of said Lot 51; thence N 8°57'30" E along the westerly line of said Lot 51, 148.93' for a Point of Beginning. Thence continue N 8°57'30" E along said westerly line, 101.07'; thence S 89°22'02" E and parallel to the southerly line of said Lot 51, 486.59' to the westerly right-of-way line of I-75; thence along said right-of-way line, S 3°30'55" W, 31.98' and S 8°32'49" W, 68.73'; thence N 89° 22'02" W and parallel to southerly line of said Lot 51, 490.15' to the Point of Beginning. Lying and being in Section 25, Township 26 South, Range 18 East and containing 1.12 + acres.

Said easement, 10 feet in width, is more particularly described in and shown on Florida Power and Light Company drawing dated May 23, 1984, attached hereto and made a part hereof.

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along and under the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned ha__ signed and sealed this agreement on _____, 19____.

Documentary Tax Pd. $ .45
Intangible Tax Pd. $ _____
R. H. Hackney, Jr., Clerk, Sarasota County
By: M. Wilds
Deputy Clerk

Signed, sealed and delivered in the presence of:

Josephine L. Daniels
P.L. Savage
Josephine L. Daniels
P.L. Savage

Pat Ferlise (SEAL)
Pat Ferlise (President)
(SEAL)
Felix Ferlise (SEAL)
Felix Ferlise (Vice President)
(SEAL)

STATE OF FLORIDA AND COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8TH day of July, 1984,

by PAT FERLISE and FELIX FERLISE,

respectively the ____ President and V. Pres. ~~Secretary~~ of FARMER FARMS, INC.

, a FLORIDA corporation, on behalf of the corporation.

~~FEB 14 84 C 6 COU~~

Henry M. Daniels
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: Mar. 25, 1984

~~SARASOTA CO FLA~~
~~R H HACKNEY JR CLERK~~
~~FILED AND RECORDED~~

STATE OF FLORIDA AND COUNTY OF _____

Documentary Tax Pd. $ .45
Intangible Tax Pd. $ _____
R. H. Hackney, Jr., Clerk, Sarasota County
By: M. Wilds
Deputy Clerk

The foregoing instrument was acknowledged before me this _____ day of _____, 19____

by ~~FELIX FERLISE~~ and _____.

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:

FPL-R16-0047

PUBLIC VERSION

Work Order No. 3140-4561

EASEMENT

Sec. 25, Twp 36 S, Rge 18 E

This Instrument Prepared By
W. E. Hankins
FLORIDA POWER & LIGHT COMPANY
P.O. Address 1119
Sarasota, FL 34230

92085088

Reserved for Circuit Court

BOOK 2418 PAGE 2560

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 5 feet in width described as follows:

As shown on the attached Exhibit "A" attached hereto and made a part thereof

TRANS NUM:00166642
DOC STAMPS PD: $.60
INTANG. TAX PD: $.00
KAREN E RUSHING SARASOTA CO.
BY: D.C.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on JULY 21, 1992

Signed, sealed and delivered in the presence of:

Barry L Potts
(Witness' Signature)
Print Name LARRY L. POTTS
(Witness)

Patricia G. Hucker
(Witness' Signature)
Print Name PATRICIA A. HUCKER
(Witness)

By: C. [illegible]
(Grantor's signature) General Partner
Print Name: WALLSCELLA, A FLORIDA GENERAL PARTNER
Print Address: 1255 N. GULFSTREAM AVE
SARASOTA, FL 34236

By: _____
(Grantor's signature)
Print Name: _____
Print Address: _____

STATE OF Florida AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 31st day of July, 1992 by _____, and _____.

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Sept. 21, 1995
Bonded Thru Troy Fain - Insurance Inc.

Sharon L. Leber-Barth
Notary Public, Signature

Print Name SHARON L. LEBER-BARTH
5478 Ice

FPL-R16-0048
Form 3722A (Stocked) Rev. 10/91

PUBLIC VERSION v0403

EASEMENT
Form 3722 (Stocked) Rev. 2/80

ER No. 1569-7-560
Pole No.

Date 6-26 19 80

Sec. 25 Twp. 35S Rge. 16E

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

NORTH 10 FT OF THAT PORTION OF SE 60 FT OF LOT 36 LY BET JOHN RINGLING PK/WY AND THE WATERS OF SARASOTA BAY RIP RTS A SUB ON LONGBOAT KEY P-81-S.

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE JUL-8'80 $0.40

FILED AND RECORDED JUL 8 10 28 AM '80 CLERK MANATEE CO. FLA.

75845 3

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along and under the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned ha__ signed and sealed this agreement on _____, 19____.

Signed, sealed and delivered in the presence of:

Alfred R. Jones (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF FLORIDA AND COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,

by _____ and _____,

respectively the _____ President and _____ Secretary of _____

_____, a _____ corporation, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 26 day of JUNE, 1980

by ALFRED R JONES and _____.

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 1, 1981

O.R. 986 PG 2872

FPL-R16-0049

PUBLIC VERSION

Prepared by:W.M.Scarborough

1050
.70
WLS

RWO/SIO/TWO/ER 7603-7-561

Sec. 26, Twp 36 S, Rge 18 E

S2133666

TRANS NUM:00189136
DOC STAMPS PD: $.70
INTANG. TAX PD: $.00
KAREN E RUSHING SARASOTA CO.
BY: [illegible] D.C.

** OFFICIAL RECORDS **
BOOK 2454 PAGE 1789

EASEMENT

Form 3722 (Stocked) Rev. 12/88

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

A tract of land lying and being in the southeast 1/4 of the northeast 1/4 of Section 26, T36S-R18E, Sarasota County, Florida, to wit:

All those lands described per Official Record Book 1279, Page 1811 et seq. of the Public Records of Sarasota County, Florida; together with the appurtenant portions of the streets vacated per Deed Book 283, Page 585 et seq.; less therefrom, those lands described per Official Record Book 1112, Page 972 et seq.; together with the appurtenant portion of Knoxville Street vacated per Official Record Book 1617, Page 2018 et seq.; together with all that part of the lands described per Official Record Book 1562, Page 1068 et seq. lying east of the west line of the southeast 1/4 of the northeast 1/4 and lying west of the west line of the east 50' of the southeast 1/4 of the northeast 1/4; together with all those lands described per Official Record Book 1653, Page 60; subject to the vacation of portions of the RE PLAT OF EAST SARASOTA, Plat Book 3, Page 50, which were vacated per Official Record Book 1694, Page 292; together with all the streets vacated per Official Record Book 1970, Page 403; less therefrom those lands described in Official Record Book 1788, Page 447.

Subject to a drainage right of way easement per Official Record Book 1696, Page 2071; subject to a utility easement per Official Record Book 1786, Page 787; subject to an electric utility easement per Official Record Book 1866, Page 1357 et seq.

Said 10 foot easement more particularly shown on attached exhibit "A" attached hereto and made a part here of.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on September 19th, 1991.

W.M. SCARBOROUGH
2544 12TH ST.
SARASOTA, FL. 34237

Signed, sealed and delivered
in the presence of:

Witness [signature] By: [signature]
President

Witness [signature] Attest: [signature]
Secretary
(Corp. Seal)

STATE OF Florida AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 19th day of September, 1991,

by Lloyd Miller and Charles Mininger,

respectively the President and Secretary of Sunnyside Properties of Sarasota, Inc. a non-profit Fl corporation, on behalf of said corporation.

[signature]
Notary Public, State of Florida
County of Sarasota

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 31, 1994

FPL-R16-0050

Prepared By: Brick Rule
Florida Power & Light Company
P.O. Box 1119 Sarasota, Florida 33578

PUBLIC VERSION

EASEMENT
Form 3722 (Stocked) Rev. 2/80

ER No. 2288-7-560
Pole No.

Date FEB 24 19 83

Sec. 25 Twp. 35S Rge. 16E

Rec $8.00

281743

O.R. 1587 PG 0681

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

The Southerly 25 feet of the Easterly 50 feet of that part of Lot 8 lying Westerly of Gulf of Mexico Drive Of a Subdivision on Longboat Key of fractional sections of 25, 26, and part of 24, Township 35S, Range 18E.

DS PAID 45¢ DATE 5-19-83
R. H. HACKNEY, JR.
Sarasota County
Clerk Circuit Court
By: D. Yates
Deputy Clerk

FILED AND RECORDED
R. H. HACKNEY JR. CLERK
SARASOTA CO. FLA
MAY 19 2 23 PM '83
281743

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along and under the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned ha__ signed and sealed this agreement on 24 FEB, 19 83

Signed, sealed and delivered
in the presence of:

Lyle C Jones II
Rena K. Schultz

DAKAL Development Corp (SEAL)
by Ron Hayes

(SEAL)

(SEAL)

(SEAL)

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 24th day of Feb, 1983,

by Ron Hayes and ,

~~respectively~~ the agent ~~President and~~ ~~Secretary of~~

, a Dakal Development corporation, on behalf of the corporation.

Lyle C Jones II
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 13, 1986
BONDED THRU GENERAL INSURANCE UND.

STATE OF FLORIDA AND COUNTY OF

The foregoing instrument was acknowledged before me this day of , 19

by and

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:

FPL-R16-0051

Prepared by: Nancy M. Todd
Florida Power & Light Company
P.O. Box 1119, Sarasota, Fl. 33578

PUBLIC VERSION

EASEMENT

Form 3722 (Stocked) Rev. 6/80

ER No. 1341-6-560
Pole No. 5541 Gulf of Mexico Dr.

Date 2/5/1985

Sec. 25 Twp. 35S Rge. 16E

480217

O.R. 1764 PG 0751

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

The Northwest 15' of the following described property:

That part of Lot 15 lying Westerly of Gulf of Mexico Drive, of the Subdivision of Longboat Key as per Plat thereof recorded in Plat Book 7, Page 16, of the Public Records of Manatee County, Florida.

The above lying in Section 25, Township 35 South, Range 16 East, Town of Longboat Key, County of Manatee, State of Florida.

FILED AND RECORDED
R.H. HACKNEY JR. CLERK
SARASOTA CO. FLA.
MAR 20 9 16 AM '85

Documentary Tax Pd. $ .45
Intangible Tax Pd. $
R. H. Hackney, Jr., Clerk, Sarasota County
By: L. Mills
Deputy Clerk

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on Feb 5, 1985.

Signed, sealed and delivered
in the presence of:

Barbara J Kedzie
Rudy M. Todd
David Rhodes

Alvey Schoenbaum (SEAL)
Betty Schoenbaum (SEAL)
(SEAL)
(SEAL)

STATE OF FLORIDA AND COUNTY OF _____

The foregoing instrument was acknowledged before me this 5th day of Feb, 1985

by _____ and _____,

respectively the _____ President and _____ Secretary of _____

_____, a _____ corporation, on behalf of the corporation.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 5th day of Feb, 1985

by Alvey Schoenbaum and Betty Schoenbaum.

Barbara J Kedzie
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 9-27-86
Bonded through West Coast Insurors Inc.

FPL-R16-0052

PUBLIC VERSION

Florida Power & Light Company
P. O. Box 1119 Sarasota, FL 33578

RWO/SIO/TWO/ER 3596-7-560

247096

Sec. 25, Twp 35 S, Rge 16 E

Cedars East
Clubhouse

EASEMENT
Form 3722 (Stocked) Rev. 2/86

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

A 10.00 foot wide utility easement in Section 25, Township 35 South, Range 16 East, Manatee County, Florida, lying 5.00 feet on both sides of a Florida Power & Light Company primary cable. The approximate location of said primary cable is more particularly described as the following centerline:

From an iron pipe found along the easterly right of way line of Gulf of Mexico Drive at the southeasterly most corner of Spanish Main Yacht Club Condominium as recorded in Condominium Book 1, Page 101, of the Public Records of Manatee County, Florida. Run north 50°00'00" E, along the southeasterly line of said Spanish Main Yacht Club Condominium, a distance of 902.71 feet to the point of beginning of said centerline; thence South 43°07'45" East, a distance of 102.41 feet; thence South 45°56'13" West a distance of 58.15 feet; thence South 40°18'38" East, a distance of 19.22 feet to the Point of Terminus of said centerline.
Said 10 foot wide easement lies totally within that property described in O.R. Book 1013, Page 846, Public Records of Manatee County, Florida. Bearing Base - Monumented South line of Spanish Main Yacht Club assumed North 50°00'00" East.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this 6 day of FEBRUARY, 1987.

Signed, sealed and delivered in the presence of:

RECORD VERIFIED
R.B. SHORE CLERK OF CIRCUIT COURT
BY: D.C.

By: Louis E. Stewart as Vice President

Attest: Secretary
(Corp. Seal)

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FLA.
JUN 17 4 46 PM '88

June 17-2,476 pm 88

STATE OF FLORIDA AND COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of February, 1987, by LOUIS E. STEWART and PATRICK M. HOGAN, respectively the Vice- President and _____ Secretary of HUNT BUILDING CORPORATION, a Florida corporation, on behalf of said corporation.

My Commission Expires: _____ Notary Public, State of

Howard L. Kerr

O.R. 1224 PG 3283

FPL-R16-0053

Prepared By: Laurence D. Duval PUBLIC VERSION
Florida Power & Light Co.
P. O. Box 1119 Sarasota, FL 33578

RWO 3326-7-560
The Centre (Sandhamn)

EASEMENT

Form 3722 (Stocked) Rev. 7/85

81524

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

See the sketches labeled Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

1 - CUSTOMER Copy

DOCUMENTARY TAX PD. $ .50
INTANGIBLE TAX PD. $
R. B. SHORE, CLERK MANATEE COUNTY
BY: K. Giles
D.C.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on March 31, 1986.

Signed, sealed and delivered
in the presence of:

_____ By: _____
President

_____ Attest: _____
Secretary
(Corp. Seal)

STATE OF Florida AND COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 31st day of March, 1986
by James H. Loadman and Robert V. Lewis,
respectively the President and Secretary of P. Wallenberg Development Company Inc.
Development Co Inc., a corporation, on behalf of said corporation.

_____
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 3, 1989
BONDED THRU GENERAL INS. UND.

FPL-R16-0054

PUBLIC VERSION

A6

EASEMENT

Work Request No. KENSINGTON ST.

Sec. 25, Twp 36 S, Rge 18 E

Parcel I.D. KENSINGTON ST.
(Maintained by County Appraiser)

Form 3722-A (Stocked) Rev. 7/94

Please return to:
Name: Diane C. Kennedy
Co. Name: Sarasota County Government
Address: 1660 Ringling Blvd, 4th Floor
Sarasota, FL 34230

Pg 1 of 2

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2012052407 2 PGS
2012 APR 26 09:13 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#1492608

2012052407

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement of varying width described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the road, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on March 27, 2012.

Signed, sealed and delivered
in the presence of:

Lin Kurant
(Witness Signature)

Print Name: Lin Kurant
(Witness)

Diane Cox Kennedy
(Witness Signature)

Print Name: DIANE COX KENNEDY
(Witness)

By: William R. Sizemore
WILLIAM R. SIZEMORE

Print Name: WILLIAM R. SIZEMORE

Print Address: 2836 E Forest Lakes Drive
Sarasota, FL 34232

By: _____
(Grantor's signature)

Print Name: _____

Print Address: _____

STATE OF Florida AND COUNTY OF Sarasota. The foregoing instrument was acknowledged before me this 27th day of March 2012 by William R. Sizemore and who ~~(is/are) personally known to me~~ or has(have) produced Florida Drivers License as identification, and who did (did not) take oath.

My Commission Expires:

DIANE COX KENNEDY
MY COMMISSION # DD 850480
EXPIRES: February 2, 2013
Bonded Thru Notary Public Underwriters

Diane Cox Kennedy
Notary Public Signature

Print Name: _____

FPL-R16-0055

Work Order No. 4565-7-560

Sec. 25, Twp 35 S, Rge 16 E

Parcel I.D. # _____
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 2/92

PUBLIC VERSION

EASEMENT

This Instrument Prepared By

A. L. Foppe
FLORIDA POWER & LIGHT COMPANY
P.O. Address P.O. Box 1119
Sarasota, Fl. 34230

574805

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 15 feet in width described as follows:

SEE ATTACHED DESCRIPTION & SKETCH PREPARED BY
BISHOP & ASSOCIATES DATE 5/12/92

(SHEET 1 OF 4)

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on September 4, 1992.

Signed, sealed and delivered
in the presence of:

Barbaraann Burk
(Witness' Signature)

Print Name Barbara Ann Burk
(Witness)

Barbaraann Burk
(Witness' Signature)

Print Name Barbara Ann BURK
(Witness)

By: Elizabeth A. Coleman
(President's signature)

Print Name: ELIZABETH A. COLEMAN

Print Address: 5370 GULF OF MEXICO DR.
LONGBOAT KEY, FL 34228

Attest: Elizabeth A. Coleman
(Secretary's signature)

Print Name: ELIZABETH A. COLEMAN

Print Address: 5370 GULF OF MEXICO DR.
LONGBOAT KEY, FL 34228

(Corporate Seal)

RECORD VERIFIED
R.B. SHORE CLERK OF CIRCUIT COURT
BY: _____ D.C.

STATE OF Florida AND COUNTY OF Manatee. The foregoing instrument was acknowledged before me this 4th day of September, 1992, by Elizabeth A. Coleman, and _____ respectively the ✓ President and ✓ Secretary of Sandhamn, Inc., a Florida corporation, on behalf of said corporation, who ~~are~~ is personally known to me ~~or have produced~~ N/A as identification, and who ~~did~~ (did not) take an oath.

(Type of Identification)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: MAR. 4, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Barbaraann Burk
Notary Public, Signature

Print Name Barbara Ann Burk

OR 1390 PG 0456

Work Order No. 4565-7-560

Sec. 25, Twp 35 S, Rge 16 E

Parcel I.D. # 79928.0040/4
(Maintained by County Appraiser)

Form 3722A (Stocked) Rev. 2/92

PUBLIC VERSION

EASEMENT

This Instrument Prepared By

A. L. Foppe
FLORIDA POWER & LIGHT COMPANY
P.O. Address P. O. Box 1119
Sarasota, Fl. 34230

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 15 feet in width described as follows:

SEE ATTACHED DESCRIPTION & SKETCH PERPARED BY
BISHOP & ASSOCIATES DATED 5/12/92

(SHEET 1 OF 3)

BK 1413 PG 5929 DOC STAMPS $0.70 INST # 000656317

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on Sept 16, 1992.

Signed, sealed and delivered
in the presence of:

Donna Fournier
(Witness' Signature)

Print Name DONNA FOURNIER
(Witness)

Mike Fournier
(Witness' Signature)

Print Name MIKE FOURNIER
(Witness)

By: Phillip C. Filardo
(Grantor's signature)

Print Name: PHILLIP C. FILARDO

Print Address: 1244 Olive Branch Ln.
San Jose, Calif 95120

By: Sharon T. Filardo
(Grantor's signature)

Print Name: SHARON T. FILARDO

Print Address: 1244 Olive Branch Ln
San Jose CA 95120

STATE OF California AND COUNTY OF Santa Clara. The foregoing instrument was acknowledged before me this 16 day of Sept, 1992, by Sharon T. Filardo and Phillip C. Filardo, who is(are) personally known to me or has(have) produced Drivers License as identification (Type of Identification) and who ~~did~~ (did not) take an oath.

My Commission Expires:

Aug 27, 1993

OFFICIAL SEAL
DONNA FOURNIER
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Aug. 27, 1993

Donna Fournier
Notary Public, Signature

Print Name DONNA FOURNIER

FPL-R16-0057

PUBLIC VERSION

RIGHT-OF-WAY AGREEMENT

Parcel No. 27

398265

KNOW ALL MEN BY THESE PRESENTS that C. T. ADAMS and MAXCINE L. ADAMS, his wife

of the County of Manatee and State of Florida in consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to the Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, whose address is P. O. Box 3100, (25 S. E. 2nd Avenue) Miami, Florida, and to its successors and assigns, an easement forever for a right-of-way 330 feet in width to be used for the construction, operation and maintenance of one or more electric transmission and distribution lines, including wires, poles, "H" frame structures, towers, anchors, guys, telephone and telegraph lines and appurtenant equipment, in, over, upon and across the following described lands of the Grantors, situated in the County of Manatee and State of Florida and more particularly described as follows:

The West 330 feet of the N½ of the NE¼ of Section 1, Township 35 South, Range 18 East,

STATE OF FLORIDA DOCUMENTARY SUR TAX $.55 JAN

STATE OF FLORIDA DOCUMENTARY SUR TAX $11.00 JAN

THIS INSTRUMENT WAS PREPARED BY W. E. SIRMANS, JR.
FLORIDA POWER & LIGHT COMPANY
P. O. BOX 1119 SARASOTA, FLORIDA

together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such transmission and distribution lines on the right-of-way above described, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the above-mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and all trees of such height on lands of Grantor s adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of said electric transmission and distribution lines, and also including the right of ingress and egress over adjoining lands of Grantor s for the purpose of exercising the easement herein granted.

The Grantor s, however, reserve the right and privilege to use the above-described right-of-way for agricultural and all other purposes except as herein granted or as might interfere with Grantee's use, occupation or enjoyment thereof, or as might cause a hazardous condition; and provided further by way of illustration and not of limitation to the grant herein made, no portion of the right-of-way shall be excavated or altered without written permission of the Grantee and no building, structure or obstruction shall be located or constructed on said right-of-way by the Grantor s, their successors, heirs or assigns.

IN WITNESS WHEREOF, the Grantor s have executed this agreement this 11th day of November, 19 70.

Signed, sealed and delivered in the presence of:

Wm. W. Dyson
Sarah L. Hupp

C. T. Adams (SEAL)
Maxcine L. Adams, his wife (SEAL)
(SEAL)
(SEAL)

OFF. REC. 485 PAGE 250

Form 521 Rev. 8/63

w007a0170

STATE OF FLORIDA AND COUNTY C MANATEE

I, a Notary Public in and for the County and State aforesaid, do hereby certify that C. T. Adams and Maxcine L. Adams, his wife known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 12th day of NOVEMBER 19 72

Ruth L. Hupp
Notary Public, State of Florida at Large

My Commission expires: Nov. 22 1972

STATE OF FLORIDA AND COUNTY OF _____

I HEREBY CERTIFY that before me, personally appeared _____, respectively, _____ President and _____ Secretary of _____ a Corporation organized under the Laws of the State of _____, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ in the County of _____ and State of Florida, this _____ day of _____ 19____

_____
Notary Public for the State of Florida

My Commission expires: _____ 19____

FILED JAN 21 3 15 PM '71 CLERK CO. FLA.

398265

OFF. REC. 485 PAGE 251

w007a0170

PUBLIC VERSION

Reply Exhibit 15

PUBLIC VERSION

Payment Coupon

/b101010000000001500008421906848250000300101010

General Mail Facility
Miami, FL 33188-0001

B 01010 0000842190 3 0 01 01 01
Please mail this portion with your check

Cust. No.: 15	Inv. No.: 842190
This Month's Charges Past Due After 12/17/2010	Amount Due This Invoice 5,284.86

Make check payable to FPL in US funds and mail payment to address below

ADVANCED CABLE COMMUNICATIONS
JEFF GLASER
12409 NW 35 STREET
CORAL SPRINGS FL 33065

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Florida Power & Light Company

Federal Tax ID#: 59-0247775

INVOICE

Customer Name and Address

ADVANCED CABLE COMMUNICATIONS
JEFF GLASER
12409 NW 35 STREET
CORAL SPRINGS FL 33065

Customer Number: 15
Invoice Number: 842190
Invoice Date: 11/17/2010

B 01010 0000842190 3 0 01 01 01
Please Retain This Portion for your Records

CURRENT CHARGES AND CREDITS

Customer No: 15 Invoice No: 842190

DESCRIPTION	QUANTITY	PRICE	AMOUNT
ARM-MISCELLANEOUS RECEIVABLE UNAUTHORIZED ATTACHMENTS OF 77, SEE WORKSHEET	1	4,255.33000	4,255.33
CATV SURVEY REIMBURSEMENT POST SURVEY BILLING FOR BROWARD POLE SURVEY	1	823.62000	823.62
CATV SURVEY ADMIN FEE POST BILLING 25% ADMIN FEE	1	205.91000	205.91

Current Billing Rates

Advance Billing	$9.34
Back Billing	$9.15
True-Up Billing	$9.15

Total Amount Due $5,284.86

This Month's Charges Past Due After 12/17/2010

Messages

PUBLIC VERSION

FPL

Payment Coupon

/L1010100000000037000081850779142200003000101O1

General Mail Facility
Miami, FL 33188-0001

B 01010 0000818507 3 0 01 01 01
Please mail this portion with your check

Cust. No.: 37	Inv. No.: 818507
This Month's Charges Past Due After 12/20/2009	Amount Due This Invoice 2,241.97

Make check payable to FPL in US funds and mail payment to address below

COMMUNICOM SERVICES
DARRELL LARID
P.O. BOX 905
HIGH SPRINGS FL 32655

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Florida Power & Light Company

Federal Tax ID#: 59-0247775

INVOICE

Customer Name and Address

COMMUNICOM SERVICES
DARRELL LARID
P.O. BOX 905
HIGH SPRINGS FL 32655

Customer Number: 37
Invoice Number: 818507
Invoice Date: 11/20/2009

B 01010 0000818507 3 0 01 01 01
Please Retain This Portion for your Records

CURRENT CHARGES AND CREDITS

Customer No: 37 Invoice No: 818507

DESCRIPTION	QUANTITY	PRICE	AMOUNT
ARM-MISCELLANEOUS RECEIVABLE UNAUTHORIZED ATTACHMENTS OF 32, SEE WORKSHEET	1	1,974.40000	1,974.40
CATV SURVEY REIMBURSEMENT POST BILLING FOR NORTH FL POLE SURVEY	1	214.06000	214.06
CATV SURVEY ADMIN FEE POST BILLING 25%	1	53.51000	53.51

Current Billing Rates

Advance Billing	$9.15
Back Billing	$9.35
True-Up Billing	$9.35

Total Amount Due $2,241.97

This Month's Charges Past Due After 12/20/2009

Messages

Florida Power & Light Company
General Mail Facility
Miami, FL 33188-0001

For Inquiries Contact
PAT JANZEN
PHONE (305) 387-6108

PUBLIC VERSION

Reply Exhibit 16

REDACTED MATERIAL IS BOTH NON-RESPONSIVE AND CONSISTS OF PRIVILEGED ATTORNEY WORK PRODUCT

Pole Num	Lat	Long	Description
[redacted]			[redacted]
5-M	27.520532	-82.568639	5. FPL pole showing Verizon attachment in a location that is not at the bottom of its four feet of space but in such a location that it precludes anyone else from using the space underneath. In other words, because of the poor position of the attachment selected by Verizon, it is effectively using more space than necessary (Verizon framed high, eliminating the space for use by Verizon or other attachers).
6-M	27.458528	-82.552108	6. FPL pole showing Verizon and FPL as only attachers; where Verizon has at least four feet of space available to use in the communication space.
7-M	27.52264	-82.728542	7. Verizon (Service) pole showing FPL, CATV and Verizon in the top six feet of the pole.
[redacted]			[redacted]
1-S	27.278425	-82.480959	1. FPL pole where it is obvious that Verizon attachment(s) is/are using approximately four or more (preferred) feet of space.
[redacted]			[redacted]

PUBLIC VERSION

002

[redacted]			[redacted]
5-S	27.070146	-82.169193	5. FPL pole showing Verizon attachment in a location that is not at the bottom of its four feet of space but in such a location that it precludes anyone else from using the space underneath. In other words, because of the poor position of the attachment selected by Verizon, it is effectively using more space than necessary (Verizon framed high, eliminating the space for use by Verizon or other attachers).
6-S	27.366383	-82.53059	6. FPL pole showing Verizon and FPL as only attachers; where Verizon has at least four feet of space available to use in the communication space.
7-S	27.379904	-82.516315	7. Verizon (Service) pole showing FPL, CATV and Verizon in the top six feet of the pole.
[redacted]			[redacted]

PUBLIC VERSION

PUBLIC VERSION

Reply Exhibit 17

PUBLIC VERSION

PAYMENT COUPON

/41150064011471000000441800080568002295398888

4,1,1500,640114,7100000044,1800080568,0,0229539888

Please mail this portion with your check

1800080568 1 of 1

Cust. No.:**7100000044**	Inv. No.:**1800080568**
This Month's Charges Past Due After 04/08/2015	Amount Due This Invoice $ 2,295,398.88

VERIZON FLORIDA LLC
LARRY R. JOHNSON
7701 E. TELECOM PARKWAY
TEMPLE TERRACE FL 33637

Make check payable to FPL in USD and mail payments to address below

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company

Invoice

Customer Name and Address

VERIZON FLORIDA LLC
LARRY R. JOHNSON
7701 E. TELECOM PARKWAY
TEMPLE TERRACE FL 33637

Federal Tax Id.#: 59-0247775

Customer Number: **7100000044**

Invoice Number: **1800080568**

Invoice Date: **03/09/2015**

4,1,1500,640114,7100000044,1800080568,0,0229539888

Please retain this portion for your records

CURRENT CHARGES AND CREDITS
Customer No: 7100000044 Invoice No: 1800080568

Description	Amount
FPL on VZ pls 7,010 @ $37.975	266,204.75-
VZ on FPL wd pls 65,392 @ $37.975	2,483,261.20
VZ on FPL conc pls 1,473 @ $37.975	55,937.18
VZ on FPL spc pls 4 @ $56.963	227.85
VZ on FPL trans pls 146 @ $151.90	22,177.40

For Inquiries Contact: Tom Kennedy 954-321-2241	**Total Amount Due** **$2,295,398.88** This Month's Charges Past Due After 04/08/2015

PUBLIC VERSION

Reply Exhibit 18

PUBLIC VERSION

Confidential Exhibit