

LICENSE AGREEMENT

This license agreement (“**Agreement**”) is entered into as of January 1, 2022 (“**Effective Date**”), by and among CONTRA COSTA COUNTY, a political subdivision of the State of California (“**County**”), and CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California (“**District**”; County and District are collectively referred to as the “**Licensor**”), and LEVEL 3 COMMUNICATIONS LLC, a Delaware limited liability company (the “**Licensee**”). Licensor and Licensee are sometimes referred to herein together as the “**Parties**,” and each as a “**Party**.”

RECITALS

- A. Licensor owns real property known as the Iron Horse Corridor (“**IHC**”) and the Flood Control District Channel that, together, run from the Contra Costa/Alameda County line and continue 21.645 miles or 114,286 lineal feet northward along Flood Control District Channel and former Southern Pacific property terminating at the Walnut Creek Channel outfall at Suisun Bay (the “**Property**”).
- B. Licensee desires to obtain Licensor’s permission to use a portion of the Property to operate and maintain Licensee’s existing telecommunications Cable and a Licensor-owned Conduit System, as defined below, that run the length of the Property and also includes an additional 265 lineal feet, added in 2020, at 925 Ygnacio Valley Road, Walnut Creek, for a total of 114,551 lineal feet (such route is referred to as the “**Premises**” and is shown in Exhibit A which includes reference points that refer to drawing numbers of as-built drawings dated October 25, 1996, drawn for Time Warner Telecom, copies of which are maintained by the Public Works Department, by both Real Estate and Special Districts Divisions). Licensor is willing to grant a license to use the Premises upon the terms and conditions set forth herein.
- C. Licensor and Licensee have operated under a license agreement dated February 21, 1996, and amended on October 6, 1998, in which Licensee was GST TELECOM, INC, a Delaware corporation (together, the “**Original License**”). GST filed for bankruptcy and on September 21, 2000, the sale of their assets including this conduit system constructed under the Original License, to Time Warner Telecom, Inc., was approved by the United States Bankruptcy Court. On October 2, 2018, Licensee, sent a letter informing Licensor that Licensee was the successor in interest to Level 3 Telecom of California, LP, formerly known as Time Warner Telecom Inc. Licensor and Time Warner Telecom, Inc. and later, Licensee, have continued to operate under the terms of the Original License, but because the Original License, by its terms, was not transferrable and the Redevelopment Agency no longer exists, the Parties have determined a new license agreement between the Parties is required. The Parties now desire to enter into this license agreement. When this license agreement is executed, the Original License will terminate.
- D. Licensee made a payment under the terms of the Original License for the period from February 21, 2021 – February 20, 2022, in the amount of \$395,304.46. The annual License Fee for January 1, 2022 – December 31, 2022, will be prorated from February 21, 2022 – December 31, 2022.

The Parties, therefore, agree as follows:

AGREEMENT

1. **Grant of License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, a nonexclusive revocable license to enter the Premises for the purpose of operating and maintaining an existing telecommunications “**Cable,**” defined as one or more telecommunications cables containing optical fibers, which are installed in a Licensor-owned “**Conduit System,**” defined as a system, consisting of eight (8) one-inch inside diameter high density polyethylene (HDPE) conduits or its equivalent, and necessary appurtenances (e.g., hand holes, splice boxes, and precast concrete manholes), and for no other use without Licensor’s prior written consent.
2. **Use of Premises.** Licensee may use the Premises for the purpose of the operation, monitoring, maintenance, replacement, and repair of the Conduit System.
3. **Primary Use of the Premises:** A portion of the Premises consists of a corridor that the Licensor is in the process of developing for transportation, utility, and other purposes. Underground utility facilities are already in place, and it is anticipated that, in the future, a mass transportation system and additional utility facilities will be constructed or installed on the Property or Premises. Any and all rights granted or implied by this Agreement shall be subordinated to the uses just mentioned, as well as to other uses of the Premises made or permitted by the Licensor.

The Licensee acknowledges that the uses just described constitute the primary use of the IHC and the Premises and that the Licensee’s use of the Premises pursuant to this Agreement is secondary and subordinate to said primary uses. The Licensee shall not, at any time, use the Premises in any manner that will interfere with or impair said primary uses of the Premises or the use of the Premises by Co-users as defined below. All rights granted to the Licensee hereunder are subject and subordinate to all existing and future rights, rights of way, reservations, franchises, easements and licenses in the Premises, regardless of who holds the same (collectively referred to herein as “**Co-users**”), including the Licensor 's right to use the Premises for emergency or any other purpose.

4. **Term.** The term of this Agreement shall commence on the Effective Date, and end on December 31, 2031 (the “**Initial Term**”). Licensee shall have the right to exercise two 10-year extensions beyond the Initial Term (each called a “**Renewal Period**”), one Renewal Period at a time. If Licensee elects to exercise a Renewal Period, Licensee shall provide written notice to the Licensor at least 90 days prior to the expiration of the Initial Term or the then current Renewal Period. Licensor and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with at least one hundred eighty (180) days advance written notice to the other Party. In addition, Licensor may terminate this Agreement on thirty (30) days advance written notice to Licensee if Licensee violates any material term or condition of this Agreement and does not cure such violation within the thirty (30) day notice period.

- a. **License Fee.** As consideration for this Agreement, Licensee agrees to pay a nonrefundable annual fee, as follows: the annual fee for the first year of this Agreement, ending December 31, 2022 is prorated and is THREE HUNDRED FIFTY-ONE THOUSAND, TWENTY-TWO AND 99/100 (\$351,422.99), due within 30 days of execution of this Agreement; the annual fee for each year thereafter, beginning with the year commencing January 1, 2023, shall be paid on or before January 1 of that year and without prior demand by the County. The fee for the year beginning January 1, 2023, is FOUR HUNDRED TWENTY THOUSAND, THREE HUNDRED FORTY-SEVEN AND 24/100 (\$420,347.24), as per the fee schedule below, which is a three percent (3%) increase from the unprorated amount for 2022 of \$408,104.12. The annual fee for each year during the remainder of the term, beginning with the annual fee due by January 1, 2024, will be increased by an amount equal to three percent (3%) of the annual fee for the preceding year. Set forth below is a fee schedule for the ten-year Initial Term and both Renewal Periods of this Agreement.

<u>Initial Term</u>			<u>Annual Fee</u>
January 1, 2022	to	December 31, 2022	\$351,422.99 (prorated)
January 1, 2023	to	December 31, 2023	\$420,347.24
January 1, 2024	to	December 31, 2024	\$432,957.66
January 1, 2025	to	December 31, 2025	\$445,946.39
January 1, 2026	to	December 31, 2026	\$459,324.78
January 1, 2027	to	December 31, 2027	\$473,104.53
January 1, 2028	to	December 31, 2028	\$487,297.66
January 1, 2029	to	December 31, 2029	\$501,916.59
January 1, 2030	to	December 31, 2030	\$516,974.09
January 1, 2031	to	December 31, 2031	\$532,483.31

<u>First Renewal Period</u>			<u>Annual Fee</u>
January 1, 2032	to	December 31, 2032	\$548,457.81
January 1, 2033	to	December 31, 2033	\$564,911.55
January 1, 2034	to	December 31, 2034	\$581,858.89
January 1, 2035	to	December 31, 2035	\$599,314.66
January 1, 2036	to	December 30, 2036	\$617,294.10
January 1, 2037	to	December 31, 2037	\$635,812.92
January 1, 2038	to	December 31, 2038	\$654,887.31
January 1, 2039	to	December 31, 2039	\$674,533.93
January 1, 2040	to	December 31, 2040	\$694,769.95
January 1, 2041	to	December 31, 2041	\$715,613.04

<u>Second Renewal Period</u>			<u>Annual Fee</u>
January 1, 2042	to	December 31, 2042	\$737,081.44
January 1, 2043	to	December 31, 2043	\$759,193.88

January 1, 2044	to	December 31, 2044	\$781,969.69
January 1, 2045	to	December 31, 2045	\$805,428.79
January 1, 2046	to	December 31, 2046	\$829,591.65
January 1, 2047	to	December 31, 2047	\$854,479.40
January 1, 2048	to	December 31, 2048	\$880,113.78
January 1, 2049	to	December 31, 2049	\$906,517.19
January 1, 2050	to	December 31, 2050	\$933,712.71
January 1, 2051	to	December 31, 2051	\$961,724.09

Payments are to be addressed to Contra Costa County, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553.

Licensee shall pay the fee when due without any deduction, setoff, or counterclaim whatsoever. If any annual fee covers a period less than twelve (12) months, the fee will be prorated at the rate of 1/12 of the annual fee for each full calendar month, and 1/30 of the monthly fee for each day during the partial month, for the time period covered by the payment in question.

6. Improvements to the Premises.

- a. Licensee may not construct any improvements on the Premises without prior written consent from Licensor. For the purposes of this Agreement, any equipment Licensee is permitted to install on the Premises is not considered to be an improvement to the Property or the Premises.
- b. Any improvements to the Premises by Licensee (with or without the consent of Licensor) must be removed by Licensee, at its sole cost, except those improvements that Licensor and Licensee agree are not required to be removed upon the termination of this Agreement. Licensee shall repair, at its sole cost, any damage caused by the removal of its improvements or equipment.
- c. If Licensee fails to remove any improvements or equipment it is required to remove, Licensor may remove them at Licensee's expense, and Licensee shall immediately reimburse Licensor upon Licensee's receipt of an invoice from Licensor.

7. **Permits and Approvals.** Licensee is responsible for obtaining any necessary permits or approvals from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County or Contra Costa County Flood Control & Water Conservation District of this use.

8. **Nonexclusive Right of Use.** This Agreement is nonexclusive. Licensor reserves the right to issue licenses, easements, and permits to others that could affect the Property or the Premises, provided, however, that any such use by a Co-user shall not unreasonably interfere with Licensee's use of the Property or Premises under this Agreement.

9. **Existing Facilities.** Licensee is responsible for locating all facilities and improvements in the Premises and agrees to take all precautions required to avoid damage to the facilities and improvements of the Co-users, or the Premises. Licensee agrees that it will be solely

responsible for any damage to said facilities and improvements resulting from or in connection with its operations under this Agreement. Licensee further agrees that no new alteration(s) of ground elevation or the placement of new block walls, retaining walls, fencing, trees, paving or any other improvements or structures shall be made within the Premises without prior written approval from Licensor and Co-users, whose addresses are as follows:

Central Contra Costa Sanitary District
5019 Imhoff Place
Martinez, CA 94553

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605

Kinder Morgan Energy Partner, L.P.
SFPP, L.P.
1100 Town & Country Road
Orange, CA 92868

PG&E
1850 Gateway Blvd.
Concord, CA 94520

EBMUD
P.O. Box 94623
Oakland, CA 94623

Contra Costa Water District
P.O. Box H2O
Concord, CA 94524

The Licensee understands and acknowledges that the absence of markers, monuments, or maps indicating the presence of subterranean facilities, whether belonging to Licensor or the Co-users, does not constitute a warranty or representation that none exists. The Licensee accepts the license granted hereunder with full cognizance of the potential presence of such facilities and agrees that 48-hours prior to any subsurface work, the Licensee will contact **Underground Service Alert at (800) 624-2444** to determine whether there are any subterranean facilities within the proposed excavation area.

The Co-users described above have the right to enter onto the Premises to maintain their facilities, and the Licensee shall not be compensated by Licensor for damage resulting from such maintenance.

10. Ownership and Use:

- a. Conduit System: Licensor owns the Conduit System, subject only to Licensee's right to use the Conduit System during the term of this Agreement.
- b. Licensee's Cable: Licensee owns the Cable, subject to the use restrictions and terms contained in this Agreement. Licensee shall ensure that its use of the Cable complies with all applicable federal, state, and local laws, codes, and regulations.
- c. Liens: Licensee shall not cause or permit the Property, the Conduit System, or the Cable to become subject to any mechanic's lien, materialman's lien, vendor's lien, or any other similar lien, whether by operation of law or otherwise (each a "**Lien**"). Should the Property, the Conduit System, or Cable nevertheless become subject to such a Lien to secure an obligation or alleged obligation of Licensee, Licensee shall promptly cause the Lien to be released. If the Lien remains in effect for more than 30 days, Licensee shall bond over the Lien using a bond form and a bond issuer

acceptable to the County. Bonding over the Lien does not release Licensee from its obligation to promptly cause the Lien to be released. Licensee's obligations under this Section 10(c) shall survive the termination or expiration of this Agreement.

11. **Licensors Use of Licensee's Cable:** During the term of this Agreement, including any timely exercised Renewal Period, Licensee shall make available to Licensor, at no cost to Licensor, one of the following, as determined by Licensor:
 - a. Six tested fibers within the Licensee's Cable to be used by and at the discretion of Licensor, terminating into Licensee's fiber distribution panels or splicing enclosures, capable of connecting lateral fiber cables for the Licensor's distribution. The Licensor's fibers shall be allocated over the entire length of the Conduit System; or
 - b. Twelve DS3's; or
 - c. One OC12.
12. **Maintenance and Repairs:** During the entire term of this Agreement, including any renewal, Licensee shall, at its sole expense, provide any necessary maintenance and repair of the Conduit System and the Licensee's Cable, including routine maintenance activities. A list describing anticipated routine maintenance activities shall be developed by Licensee within sixty (60) days of signing of this Agreement. Licensee shall not perform any maintenance or repair work (excluding Emergency Repairs) within the Premises without first obtaining Licensor's approval in writing of said work, which approval shall not be unreasonably conditioned, withheld or delayed. In seeking Licensor's approval, Licensee shall furnish to Licensor a complete description and sketch of the work proposed to be performed. In performing work approved by Licensor, Licensee shall comply with all terms, conditions, and requirements imposed by Licensor and shall not deviate in any material manner from the description and sketch approved by Licensor, without first obtaining additional approval in writing from Licensor. Before commencing any maintenance or repair work, Licensee shall be responsible for obtaining all necessary authorizations, permits, licenses, crossings, and clearances for the work. Subject to the terms and conditions of any permits, approvals, or authorizations issued for the work, Licensor shall allow access to the Premises for Licensee's performance of maintenance and repair work.
13. **Emergency Repairs:** Except as provided in Section 12, Licensee shall not be required to obtain Licensor's prior written approval for the performance of Emergency Repairs, but Licensee shall submit to Licensor a written report of all Emergency Repairs within forty-eight (48) hours after performing the same.
14. **Relocation:** If, during the Initial Term or any Renewal Period of this Agreement relocation or replacement of the Conduit System or Cable is required, Licensee shall promptly carry out such relocation or replacement. The responsibility for costs of such relocation or replacement shall be as follows:

- a. If requested or required by Licensee, or where relocation is required to facilitate the Primary Use of the Property under Section 3, then Licensee will pay all such costs.
- b. If Licensor requests or requires relocation for any reason other than to facilitate the Primary Use of the Property under Section 3, Licensor will pay for relocation.
- c. If relocation is requested or required by a third party, Licensor shall have no obligation to pay for any relocation costs and Licensee shall be solely responsible for paying any relocation costs not paid by the third party.

Under all other circumstances not specified herein, Licensee shall pay for relocation.

15. **Damage.** It is the responsibility of Licensee to contact property owners and holders of easements, leases, and licenses to determine if any real property over which Licensee wishes to use a vehicle is able to support the vehicle without damage to subsurface or surface facilities. If Licensee's use of real property pursuant to this Agreement causes damage to that real property, the Property, the Premises, or their vegetation, subsurface or surface facilities, Licensee shall repair the damage and return the affected property to a neat and safe condition satisfactory to Licensor and the affected users.

16. **Pollution:** Licensee, at its expense, shall comply with all applicable laws, regulations, and rules with respect to Licensee's use of the Property and the Premises, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of such compliance upon request by the Licensor.

Licensee may not permit hazardous materials to be handled at any time on the Property or Premises. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property or Premises due to Licensee's use and occupancy of the Property, Licensee, at its expense, shall clean all the property affected thereby, whether owned or controlled by the Licensor or any third person, to the satisfaction of the Licensor (insofar as the property owned or controlled by the Licensor is concerned) and any governmental body having jurisdiction.

To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend the County and District, and their officers, employees, and agents and the holders of rights to use the Property and Premises (each, an "**Indemnitee**" and, collectively **Indemnitees**") against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) incurred by any Indemnitee as a result of any discharge, leakage, spillage, emission or pollution, to the extent such liability, cost or expense is caused by the negligence or misconduct of Licensee, its contractors or representatives, regardless of whether the liability, cost or expense arises during or after the term of this Agreement, except to the extent such liability, cost or expense is proximately caused by the active negligence of the Licensor.

Licensee shall pay all amounts due to the Licensor under this section within thirty (30) days after any demand therefor. Licensee's obligations under this Section 16 shall survive the termination or expiration of this Agreement for a period of five (5) years..

17. **Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless Indemnitees from and against any and all claims, demands, liabilities, judgments, orders, costs, penalties, fines, fees, expenses, attorney's fees, and attorney's fee and cost awards (collectively, "**Liabilities**") arising from or connected with the occupancy or use of the Property or Premises by Licensee, any parent or subsidiary of Licensee, or Licensee's officers, employees, contractors, or agents, or as a result of Licensor granting Licensee a license under this Agreement, save and except for any Liabilities arising from the negligence or willful misconduct of Licensor, or Licensor's officers, employees, or agents. Licensee's obligations under this Section 17 shall survive the termination or expiration of this Agreement.

18. **Insurance.**

a. During the term of this Agreement, Licensee shall procure and maintain, at its own expense, the following insurance policies with the following coverages and provisions:

i. **Commercial General Liability insurance** with a minimum limit coverage of \$1,000,000 for each occurrence and \$2,000,000 aggregate for all claims or losses due to bodily injury, including death, or damage to property, including loss of use.

ii. **Automobile Liability Insurance** for bodily injury and property damage liability with combined single limits of not less than \$1,000,000 with respect to any vehicles owned, non-owned, hired, leased, borrowed, or assigned to Licensee.

iii. If Licensee's operations require the use of Licensee's employees to conduct operations arising out of the use of the Licensor's Property, then Licensee shall procure and maintain, at its sole cost and expense, and keep in force during the Term:

Workers' Compensation Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than \$1,000,000 per occurrence for all employees engaged in services arising out of the operations conducted by Licensee in the County's Property; and provide a waiver of subrogation in favor of **Contra Costa County and Contra Costa County Flood Control & Water Conservation District**, their officers, agents, and employees.

b. When Licensee returns a Licensee-executed Agreement to Licensor, Licensee shall provide Licensor Certificates of insurance certifying that all coverage as required by Section 18(a) has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall either be attached to the Certificate or certified as issued on the Certificate. Within five (5) days after any policy renewal, Licensee shall provide Licensor a new Certificate covering the renewal term of the policy.

All policies of insurance shall provide for the following:

- i. Name **Contra Costa County and Contra Costa County Flood Control & Water Conservation District** and their officers, agents, and employees, as additional insureds, except with respect to Workers' Compensation coverage.
 - ii. Be primary with respect to all obligations assumed by Licensee pursuant to this Agreement or any other services provided. Any insurance carried by Contra Costa County and Contra Costa County Flood Control & Water Conservation District, their officers, agents, and employees shall not contribute to, or be excess of insurance maintained by Licensee, nor in any way provide benefit to Licensee, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
 - iii. Provide a waiver of subrogation in favor of Contra Costa County and Contra Costa County Flood Control & Water Conservation District, their officers, agents, and employees, individually and collectively.
19. **Assignment.** Licensee may not assign its rights under this Agreement.
20. **Licensor's Title.** Licensee hereby acknowledges Licensor's fee title in and to the Property and agrees never to assail or to resist the Licensor's title. Licensee agrees that it has not and never will acquire any rights or interest in the Property as a result of this Agreement, and that Licensee has not, and will not, obtain any right or claim to the use of the Property beyond that specifically granted in this Agreement. Construction of any improvements by Licensee on or about the Property does not give rise to an agreement coupled with an interest. The foregoing does not preclude Licensee from purchasing the Property under a separate agreement with Licensor.
21. **No Warranties:** Licensor does not warrant or represent that the Property or the Premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this Agreement. Some areas within the Iron Horse Corridor are known to contain soils with arsenic levels that exceed environmental screening levels established by the California Regional Water Quality Control Board, San Francisco Bay Region (the "ESLs"). These areas contain a chemical (arsenic) known to the State of California to cause cancer. (Cal. Code Regs., tit. 27, sec. 25604.2.) Licensor does not know whether the Property or the Premises contain soils with arsenic levels that exceed the ESLs. If, at any time during the term of this Agreement or any extension thereof, Licensor becomes aware that the Premises contain soils with arsenic levels that exceed the ESLs, Licensor shall promptly notify Licensee.
22. **Surrender of the Premises.** Upon the expiration or termination of this Agreement, (i) Licensee, at its discretion, may remove any improvements installed by Licensee on the Premises, and (ii) Licensor, at its discretion, may require the Licensee to remove any improvements installed by Licensee on the Premises. Licensee shall not remove, and Licensor may not require Licensee to remove, the Conduit System. Licensee shall restore the Premises substantially to the condition existing just prior to the Licensee's use of the Premises at no cost to the Licensor. If Licensee fails to remove improvements Licensor

requires to be removed within six (6) months, Licensor may remove them at Licensee's expense, and Licensee shall immediately reimburse Licensor upon Licensee's receipt of an invoice therefor. Licensee's obligations under this Section 22 shall survive the termination or expiration of this Agreement.

23. **Notices.** Notices under this Agreement must be in writing and will be effective either when delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by recognized overnight courier service, and directed to the other party at its address as stated in this Agreement, or such other address as a party may designate by written notice.

LICENSEE: Level 3 Communications, LLC
 Network Infrastructure Service (NIS)
 1025 Eldorado Boulevard
 Broomfield, CO 80021-8254
 Attention: Steven C. Gordon

With a copy to: Lumen Law Department
 931 14th Street
 Denver, CO 80202
 Attention: Network Attorney

With a copy to: Lumen Technologies, Inc.
 185 Berry Street – Suite 2900
 San Francisco, CA 94107
 Attention: Amy Schmidt/Brian Collins

COUNTY: Contra Costa County
 Public Works Department
 Attn: Real Estate Division
 255 Glacier Drive
 Martinez, CA 94553

25. **Governing Law.** This Agreement is governed by the laws of the State of California.
26. **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the subject matter of this Agreement. No alteration or variation of this Agreement is valid or binding unless made in writing and signed by both Parties.

[Remainder of this page left intentionally blank.]

The Parties are signing this Agreement as of the date set forth in the introductory paragraph.

**CONTRA COSTA COUNTY/
CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**


LEVEL 3 COMMUNICATIONS, LLC
a Delaware limited liability company

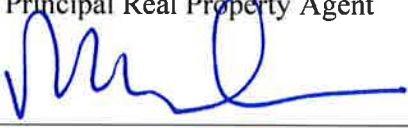
By: _____
Brian M. Balbas
Public Works Director/Chief Engineer

By: Gary R Black Jr
Gary R Black Jr (Mar 8, 2023 16:07 MST)

Gary Black
Vice President


RECOMMENDED TO THE BOARD OF
SUPERVISORS FOR APPROVAL:

By: 
Jessica L. Dillingham
Principal Real Property Agent

By: 

Margaret J. Eychner
Senior Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, CHIEF ASSISTANT COUNTY COUNSEL

By: 

Stephen M. Siptroth
Deputy County Counsel

ME:dw

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SMS

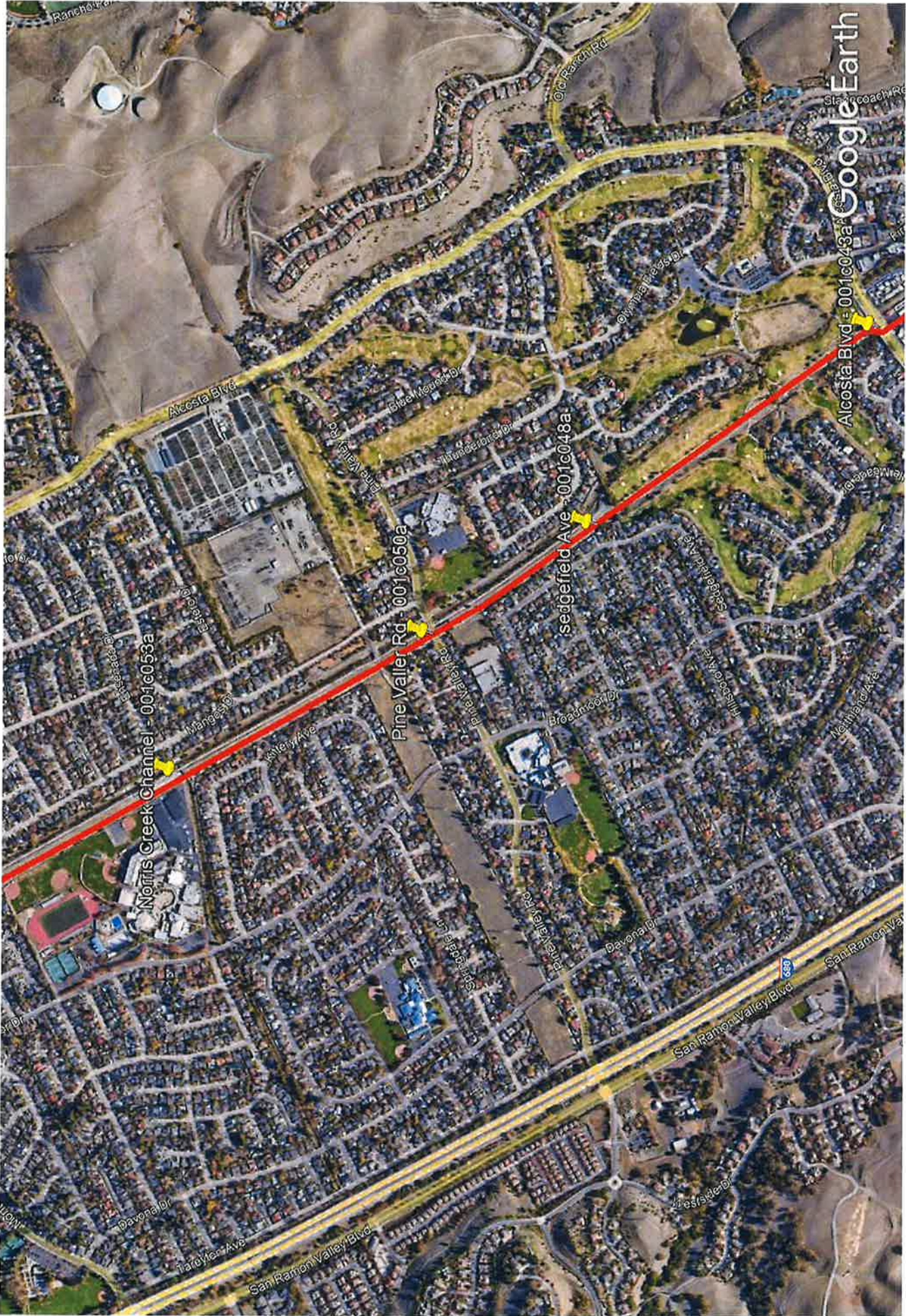
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Exhibit A



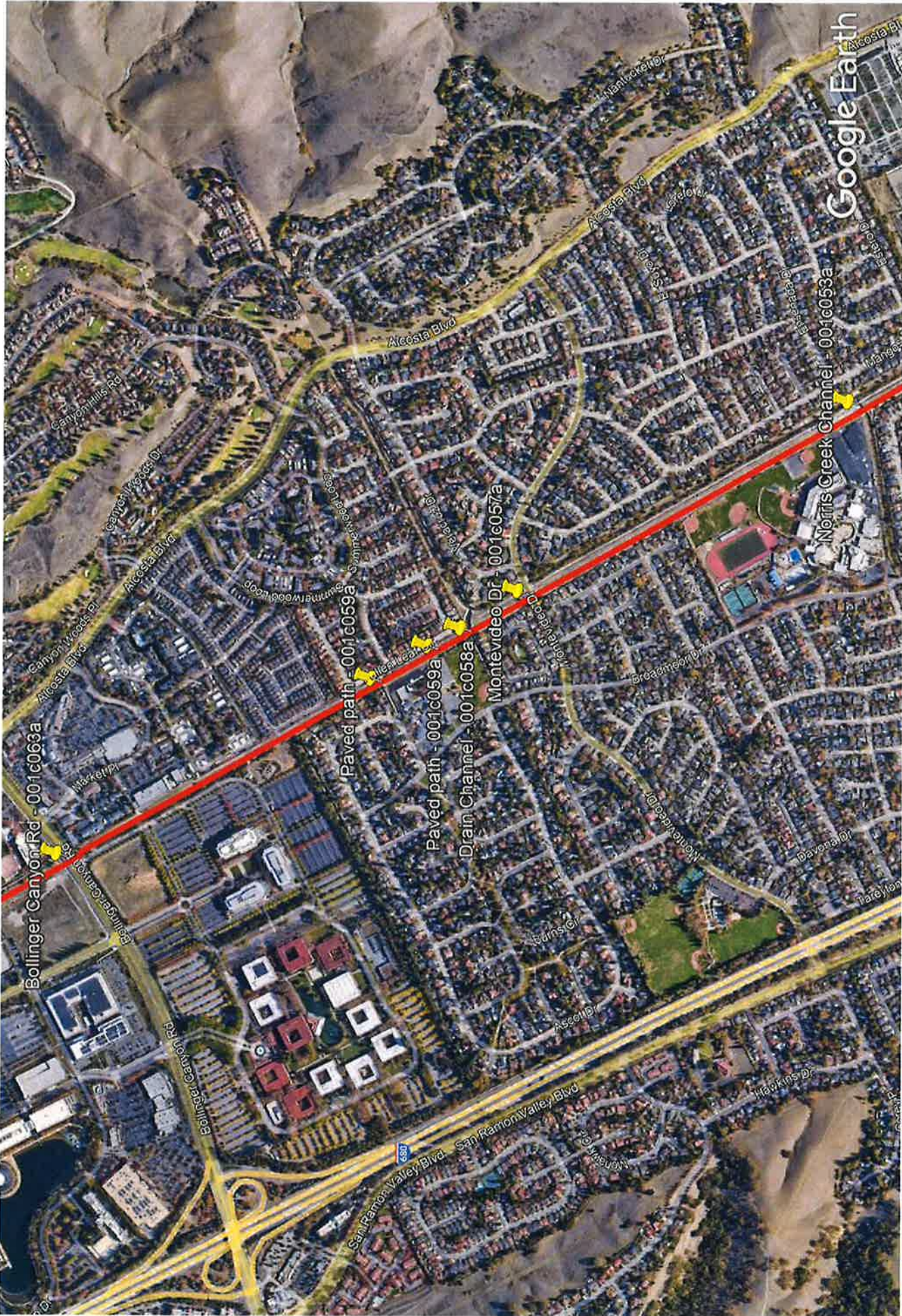
The following diagram depicts approximate locations for existing route(s) and while reasonably believed to be final may be subject to modifications. LUMEN does not represent or warrant the accuracy of the fiber route and has not made physical verification. This map depicts the vicinity of the route based on our inventory records.

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The following diagram depicts Approximate locations for existing route(s) and while reasonably believed to be final may be subject to modifications. LUMEN does not represent or warrant the accuracy of the fiber route and has not made physical verification. This map depicts the vicinity of the route based on our inventory records.

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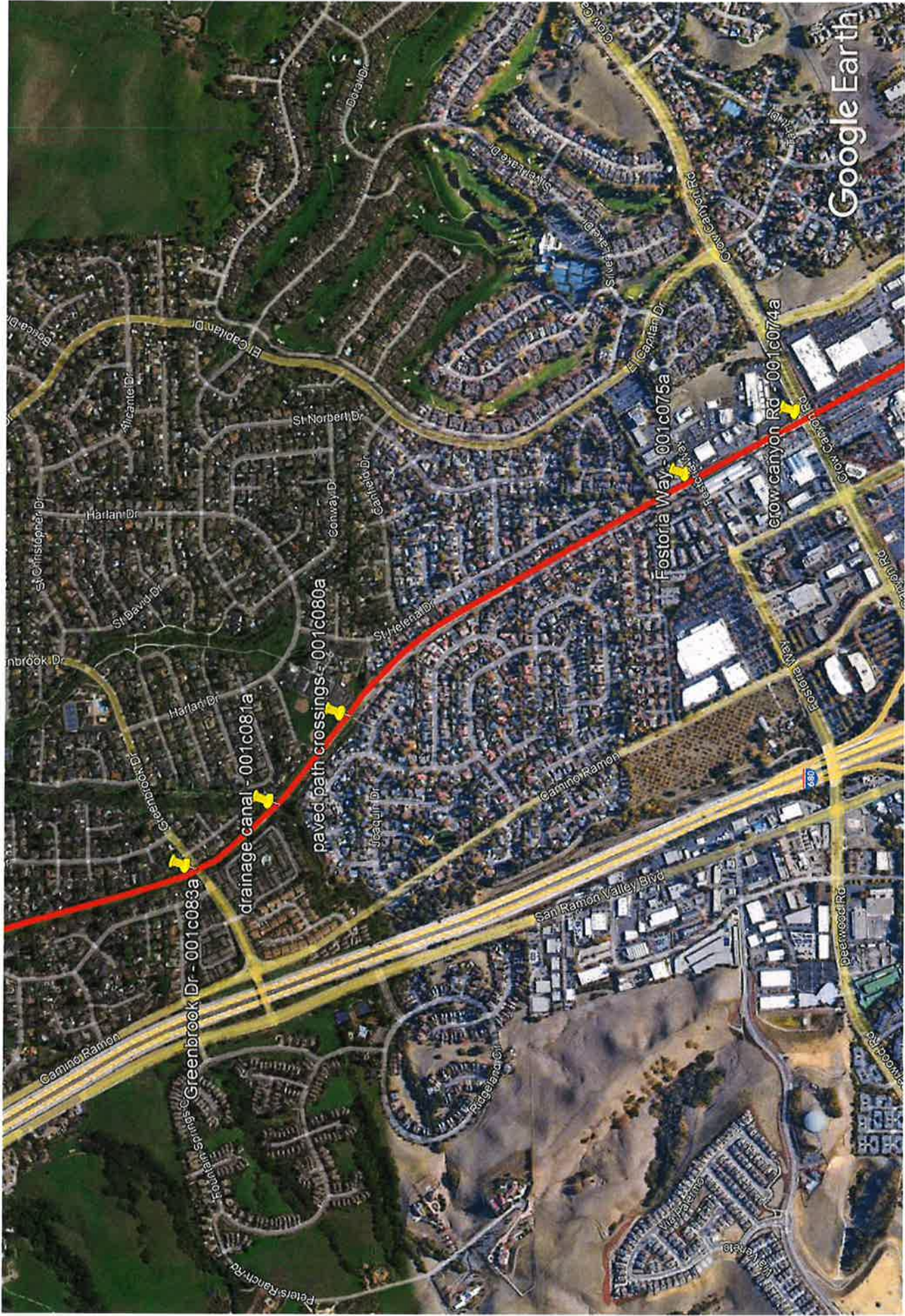
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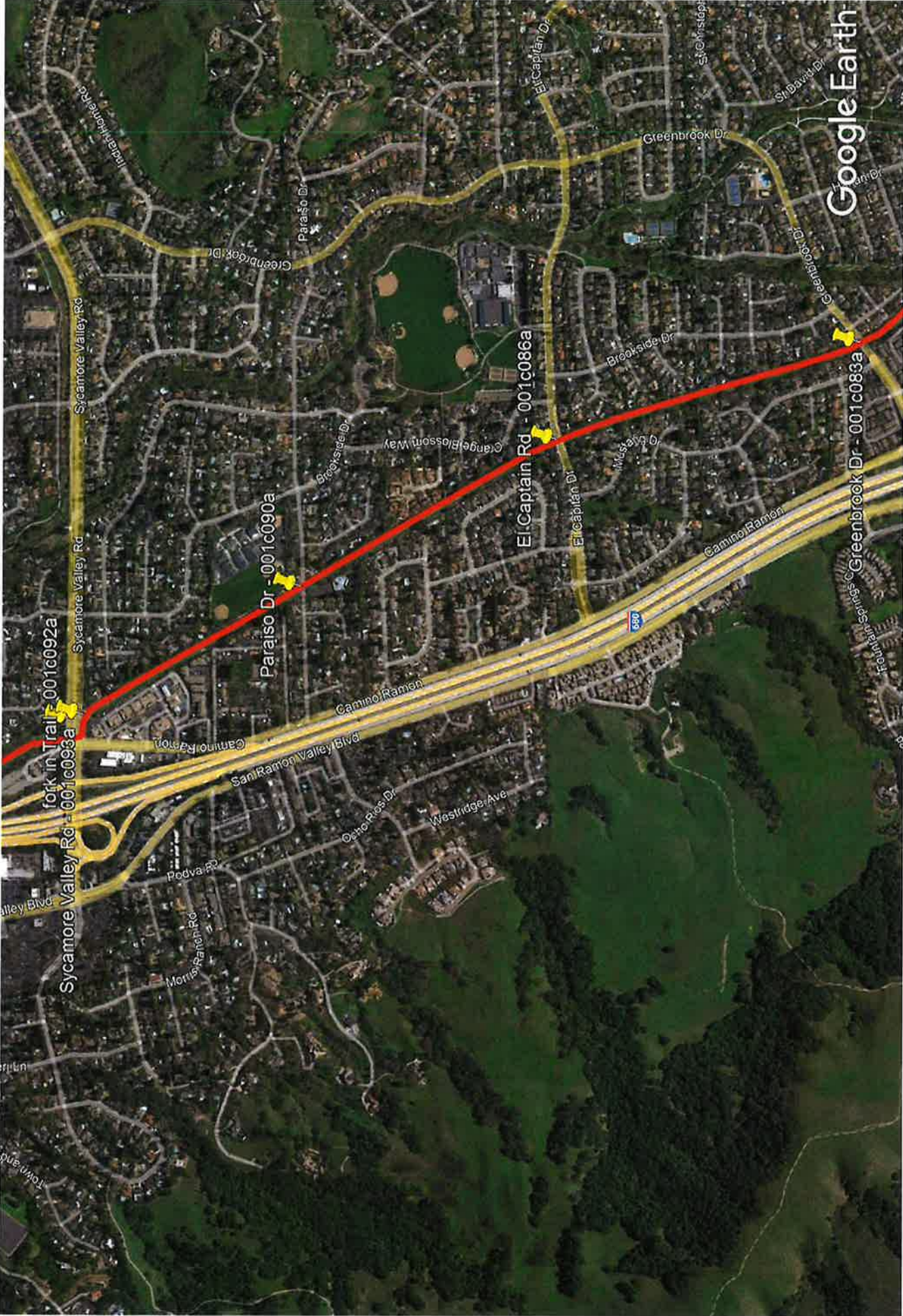
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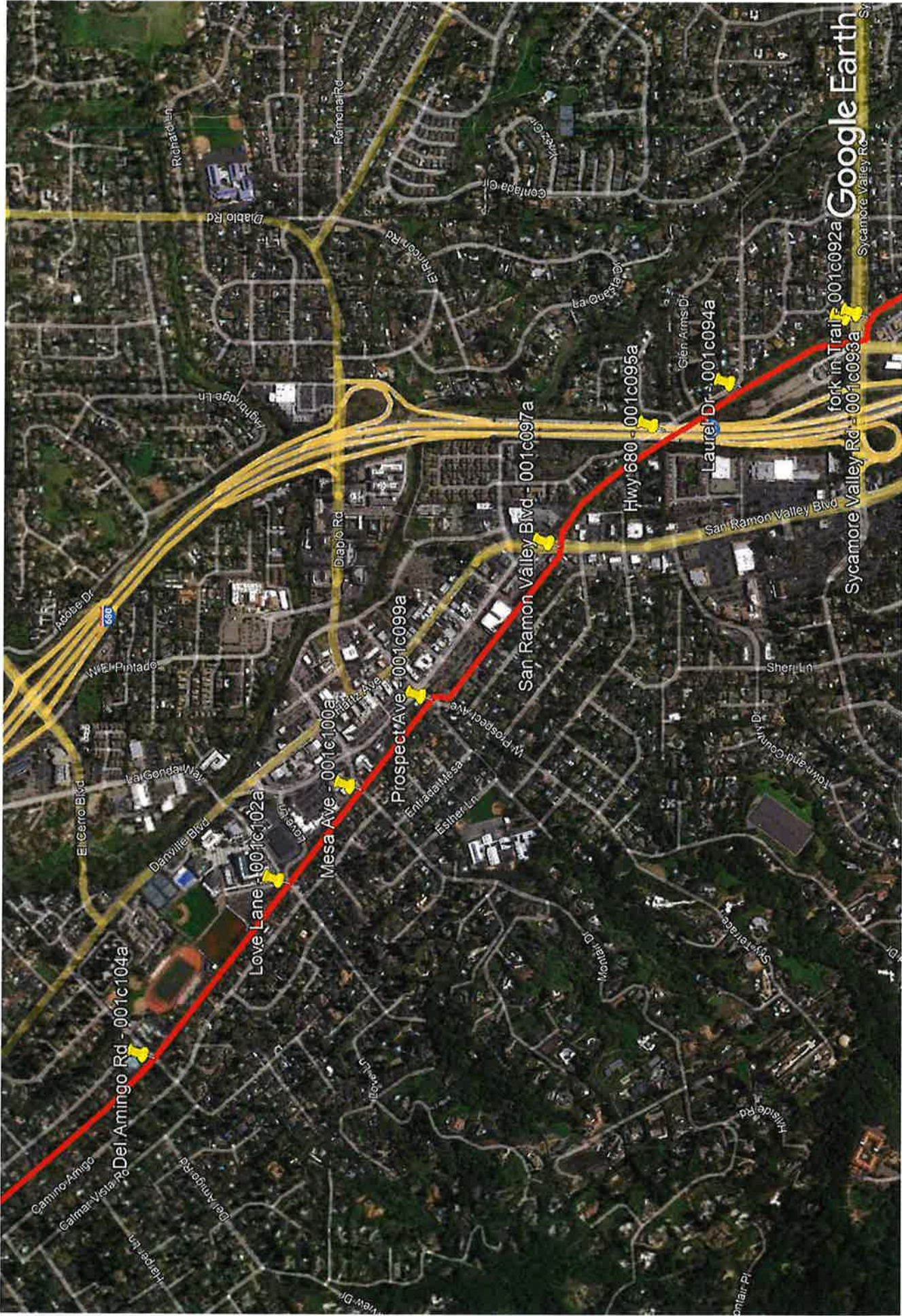
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Google Earth

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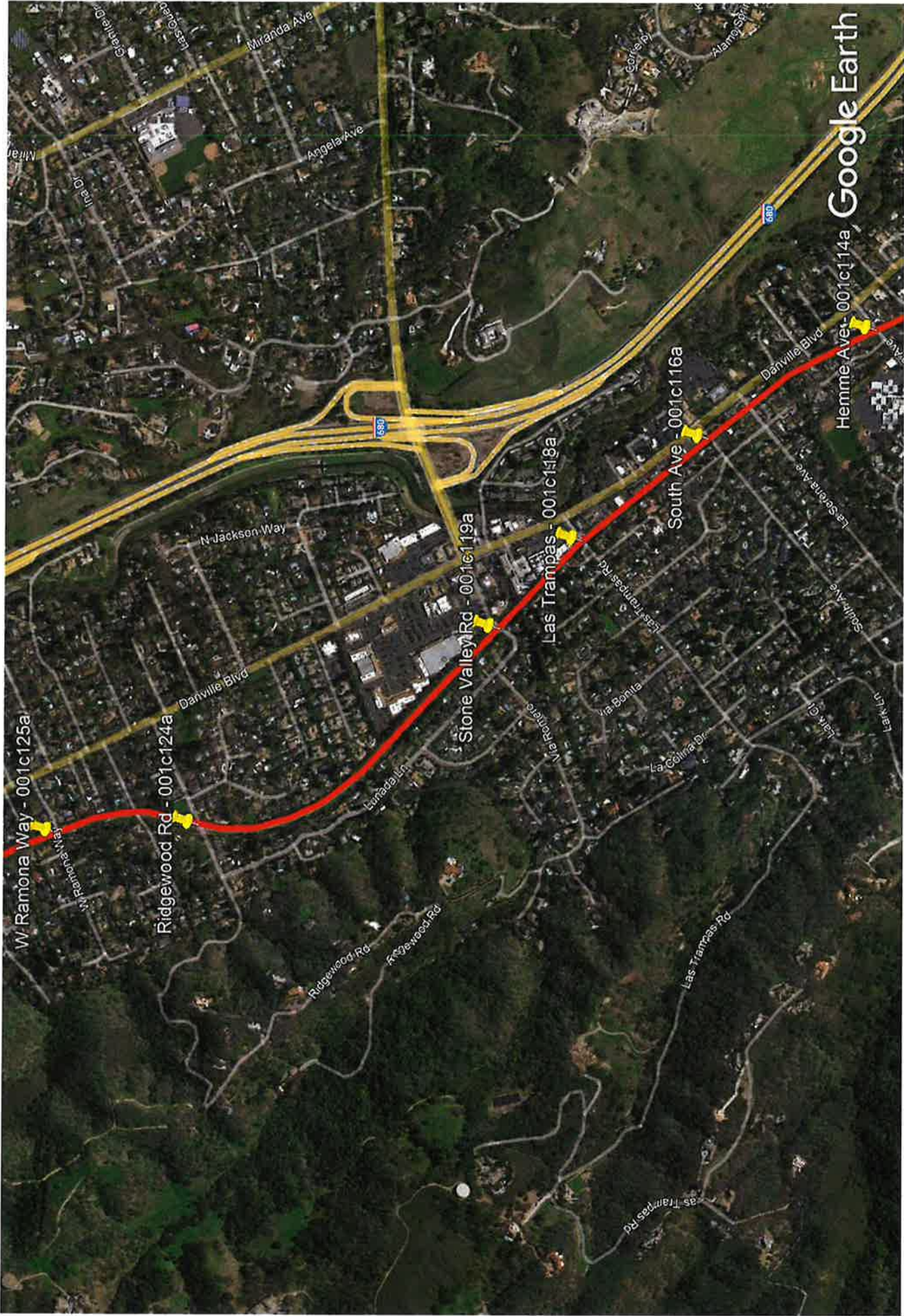
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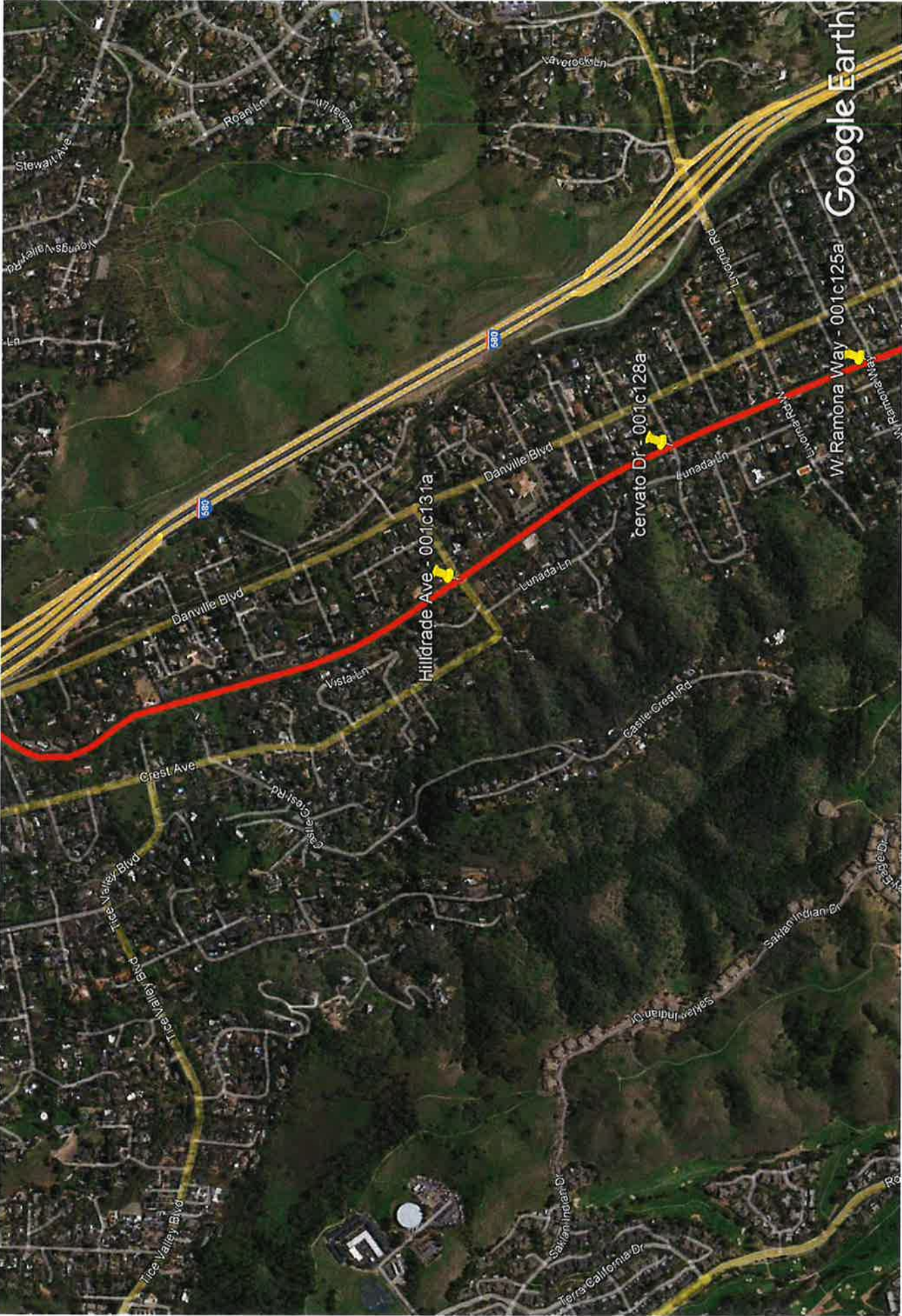
The following diagram depicts approximate locations for existing route(s) and while reasonably believed to be final, may be subject to modifications. LUMEN does not represent or warrant the accuracy of the fiber route and has not made physical verification. This map depicts the vicinity of the route based on our inventory records.

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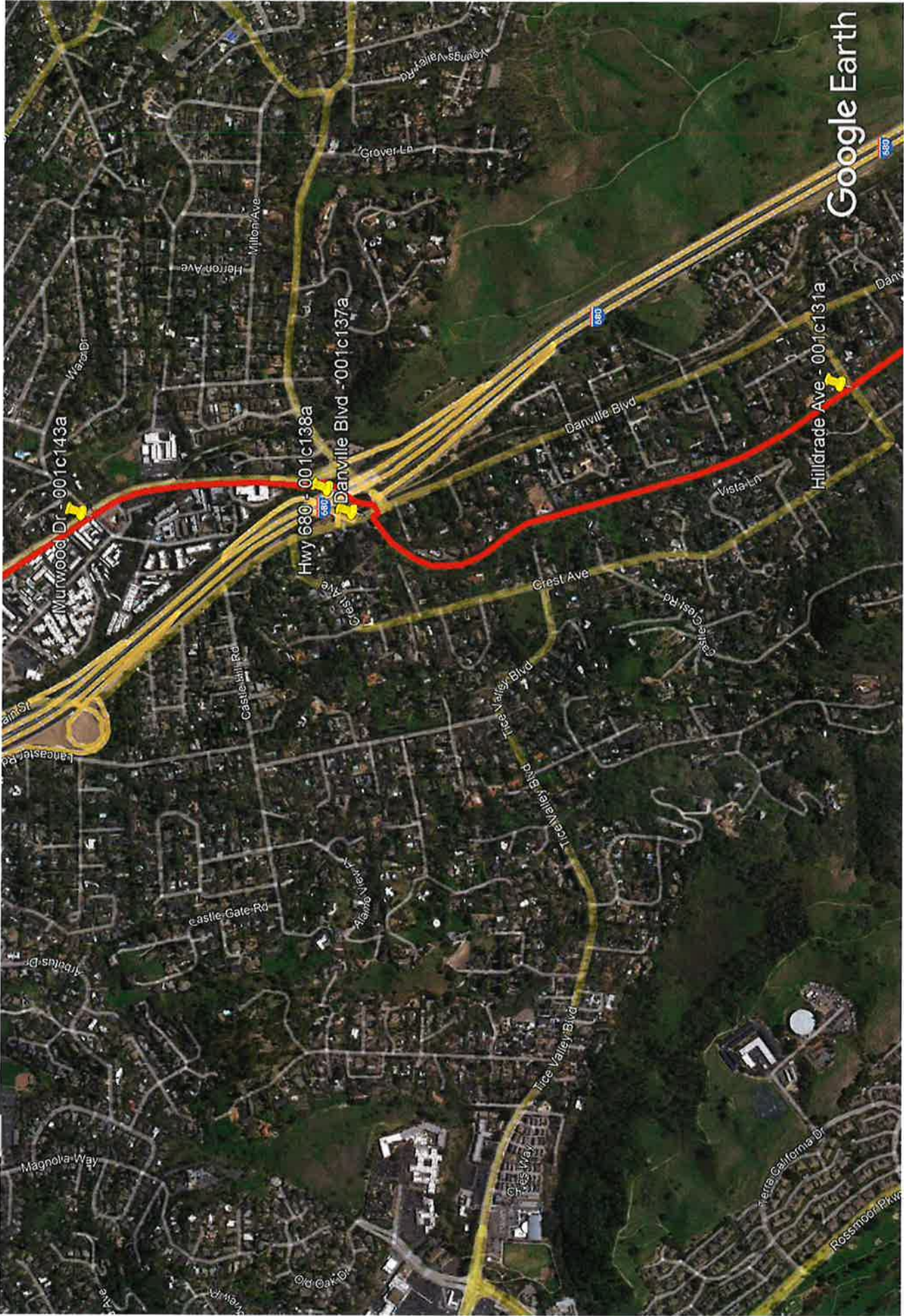
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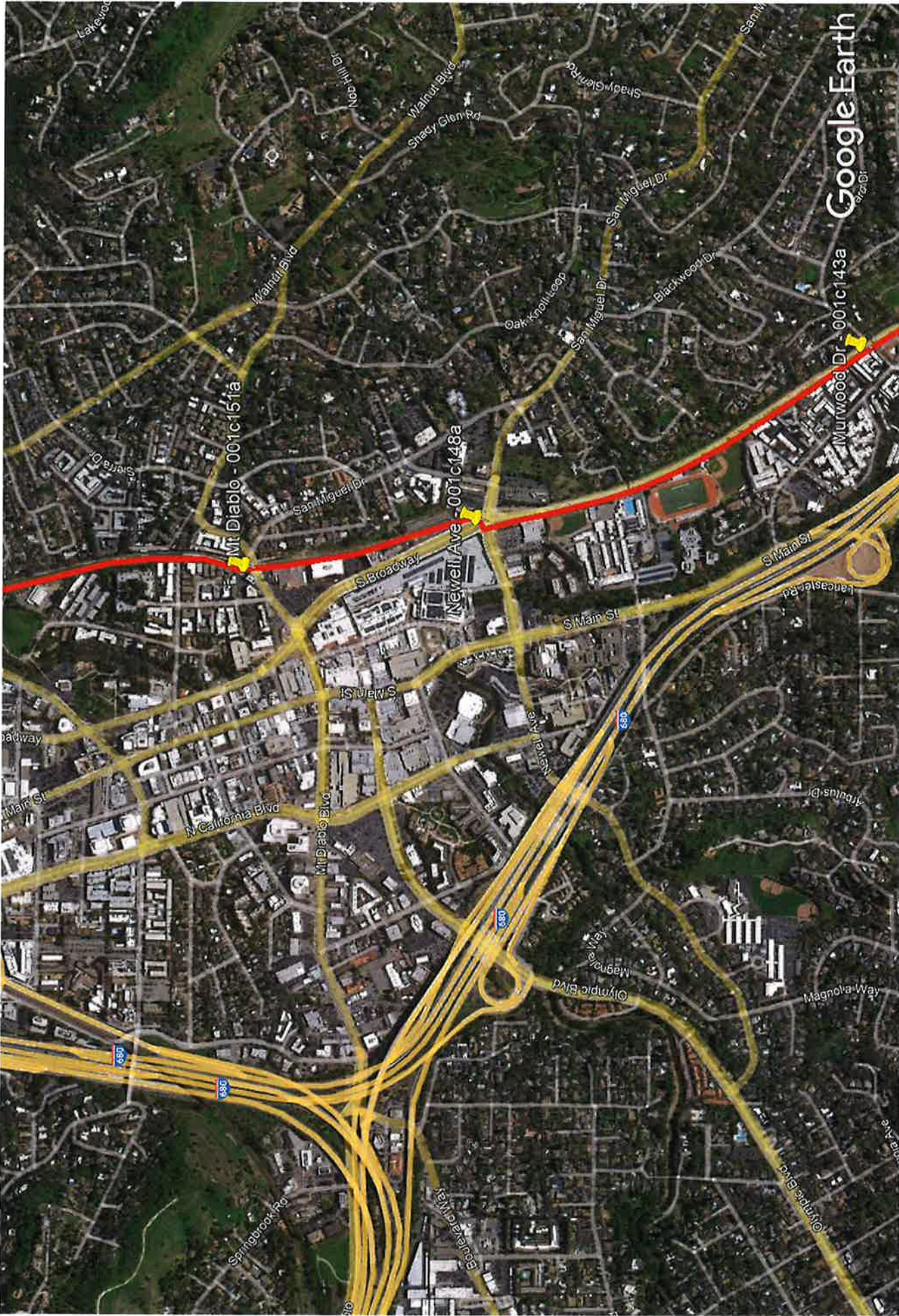
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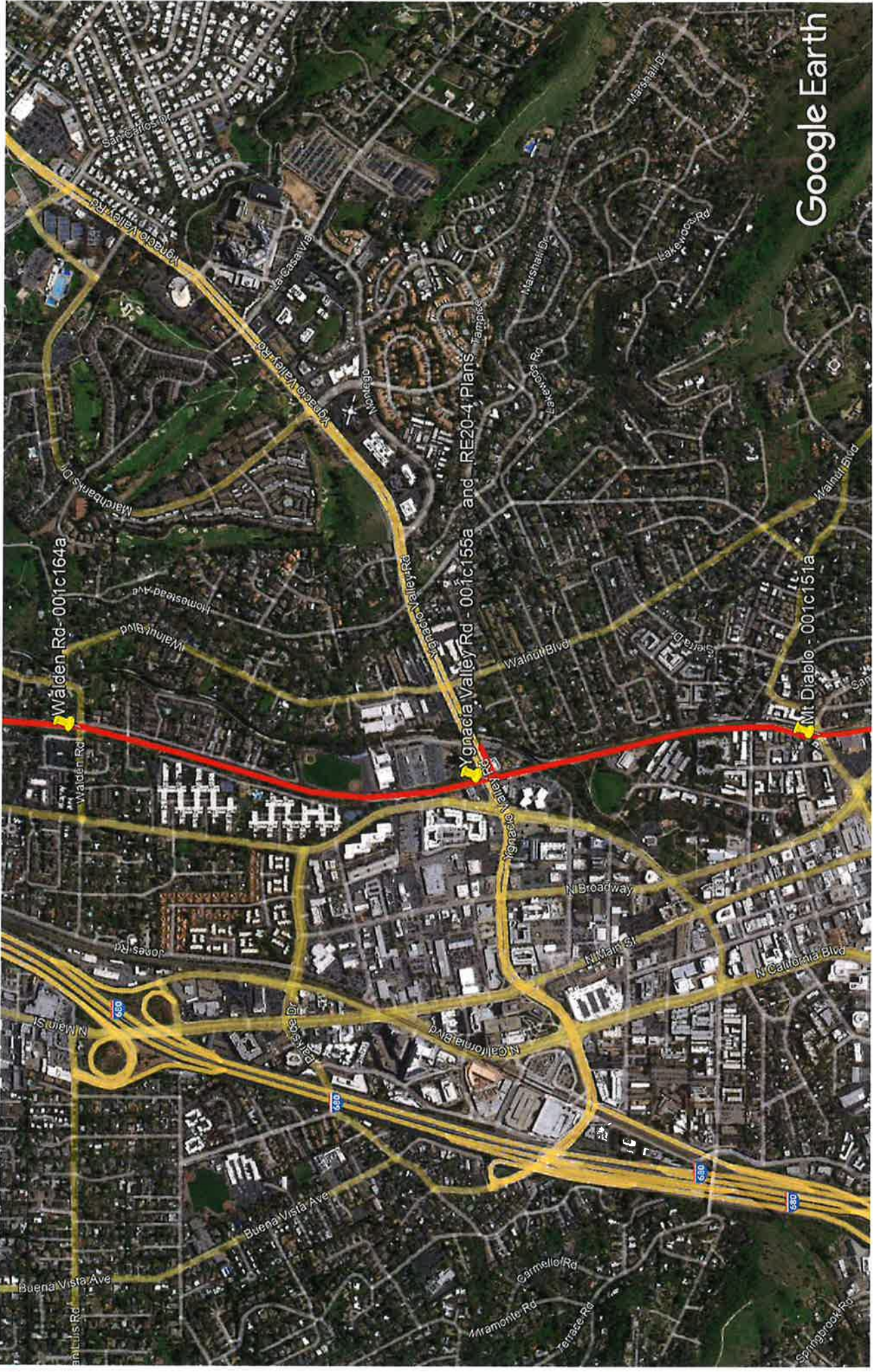
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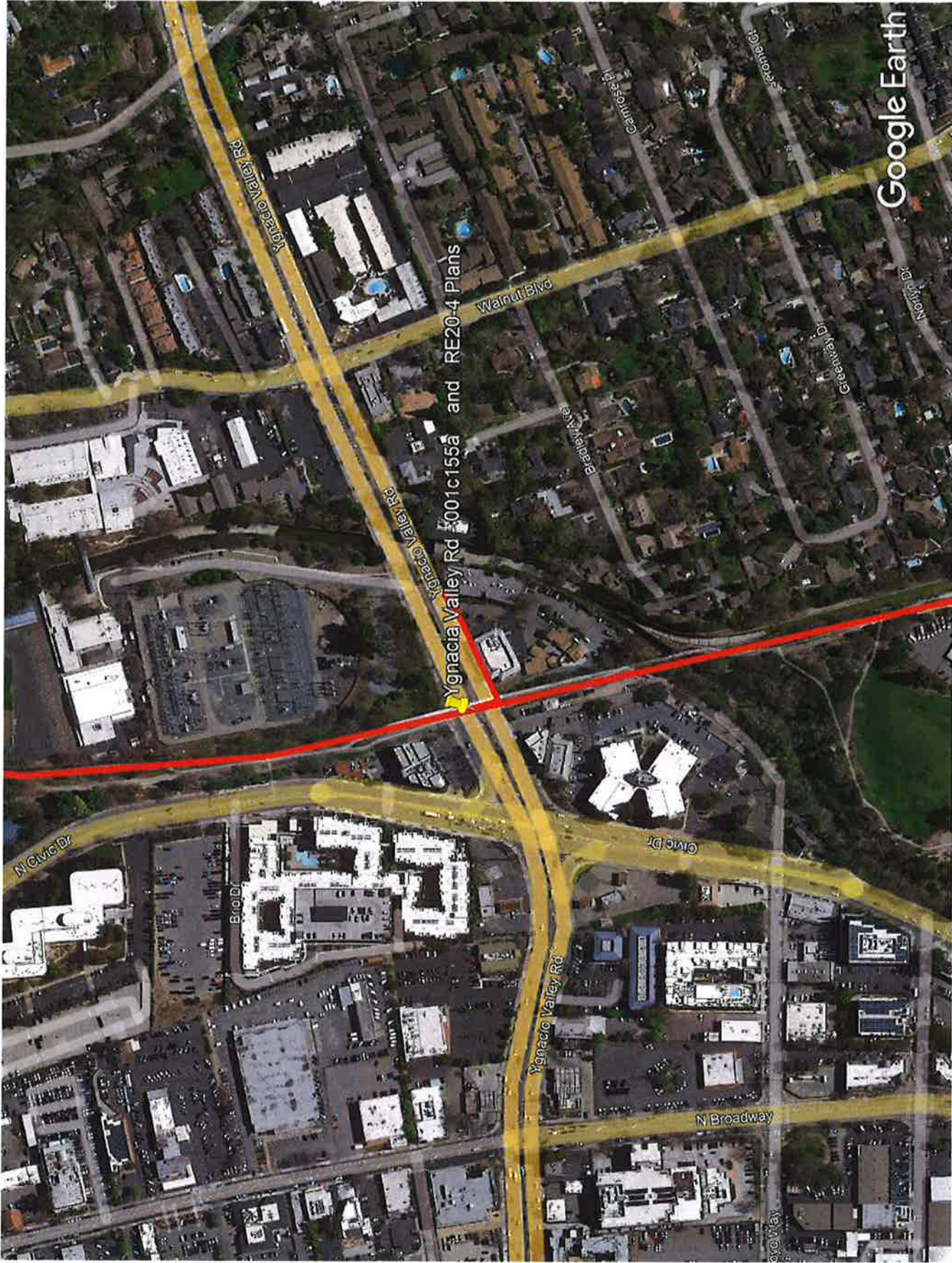
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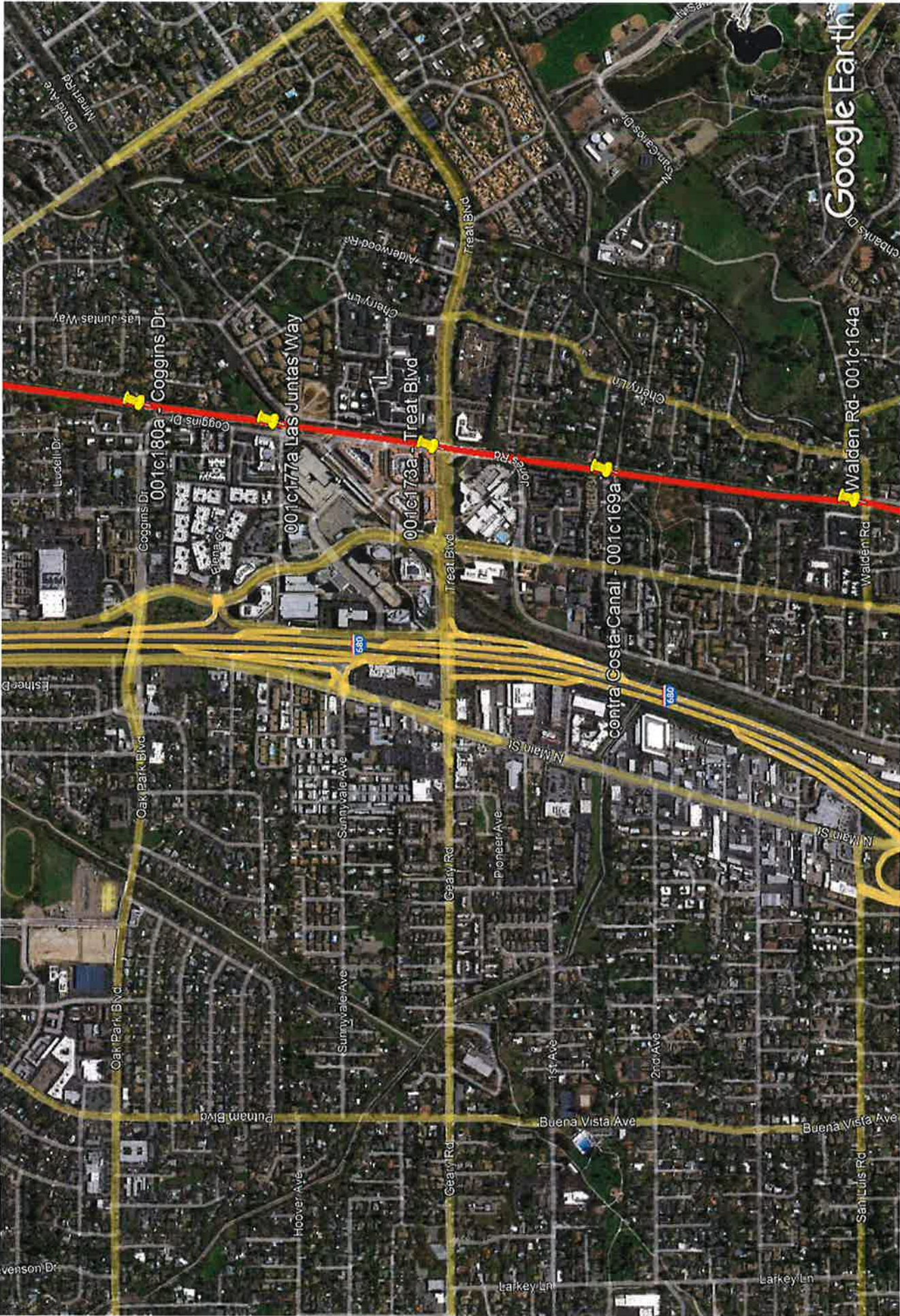
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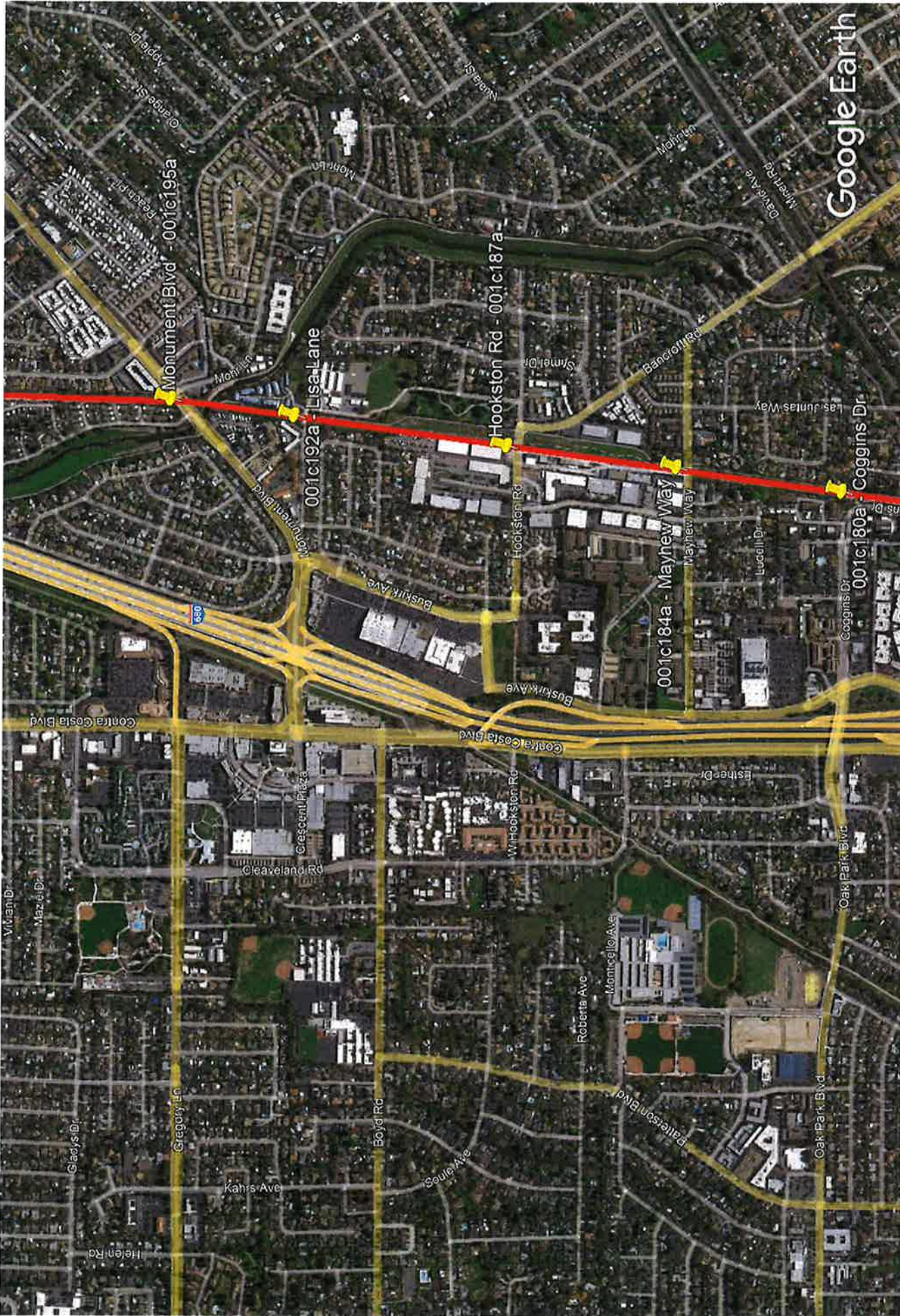
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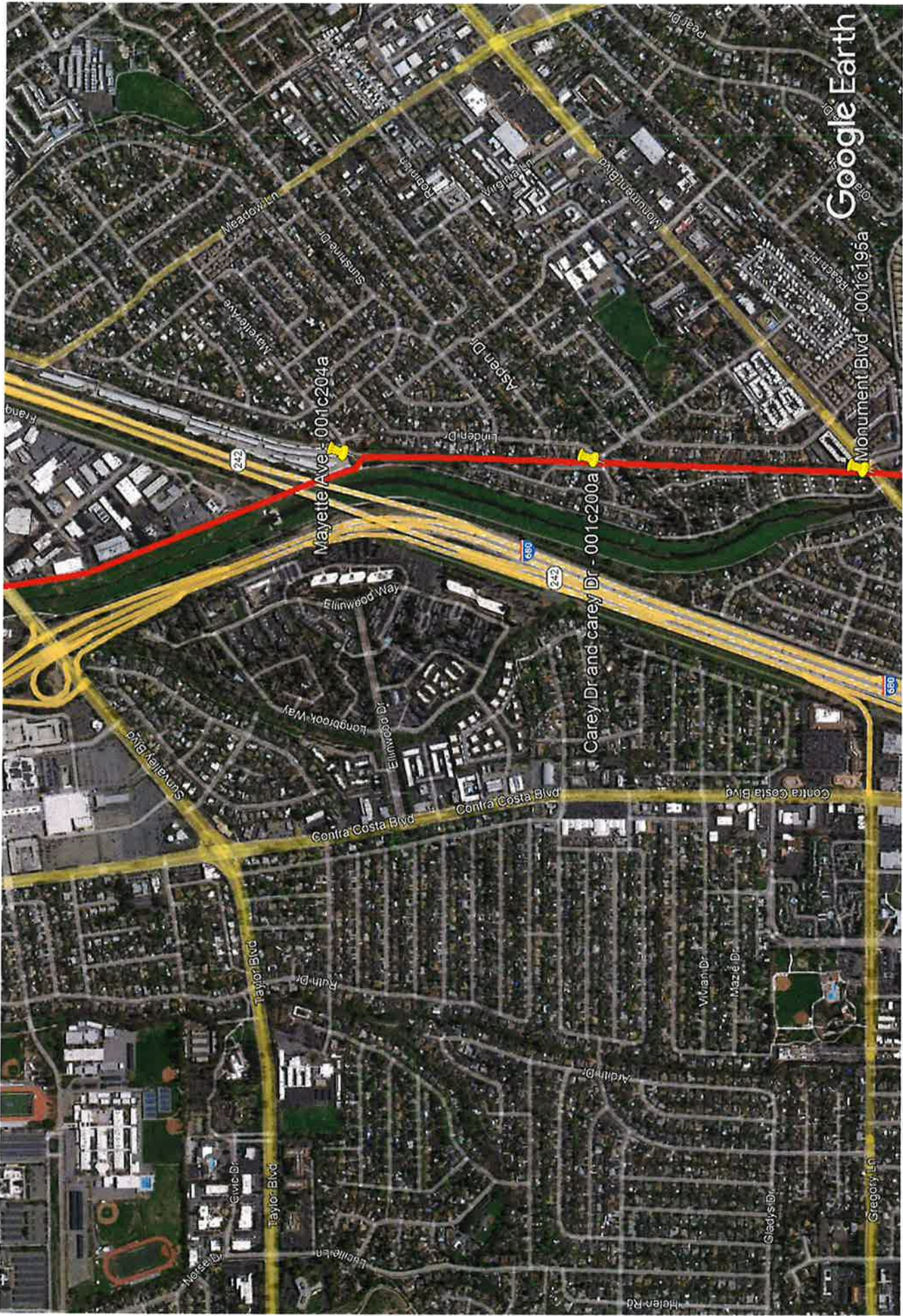
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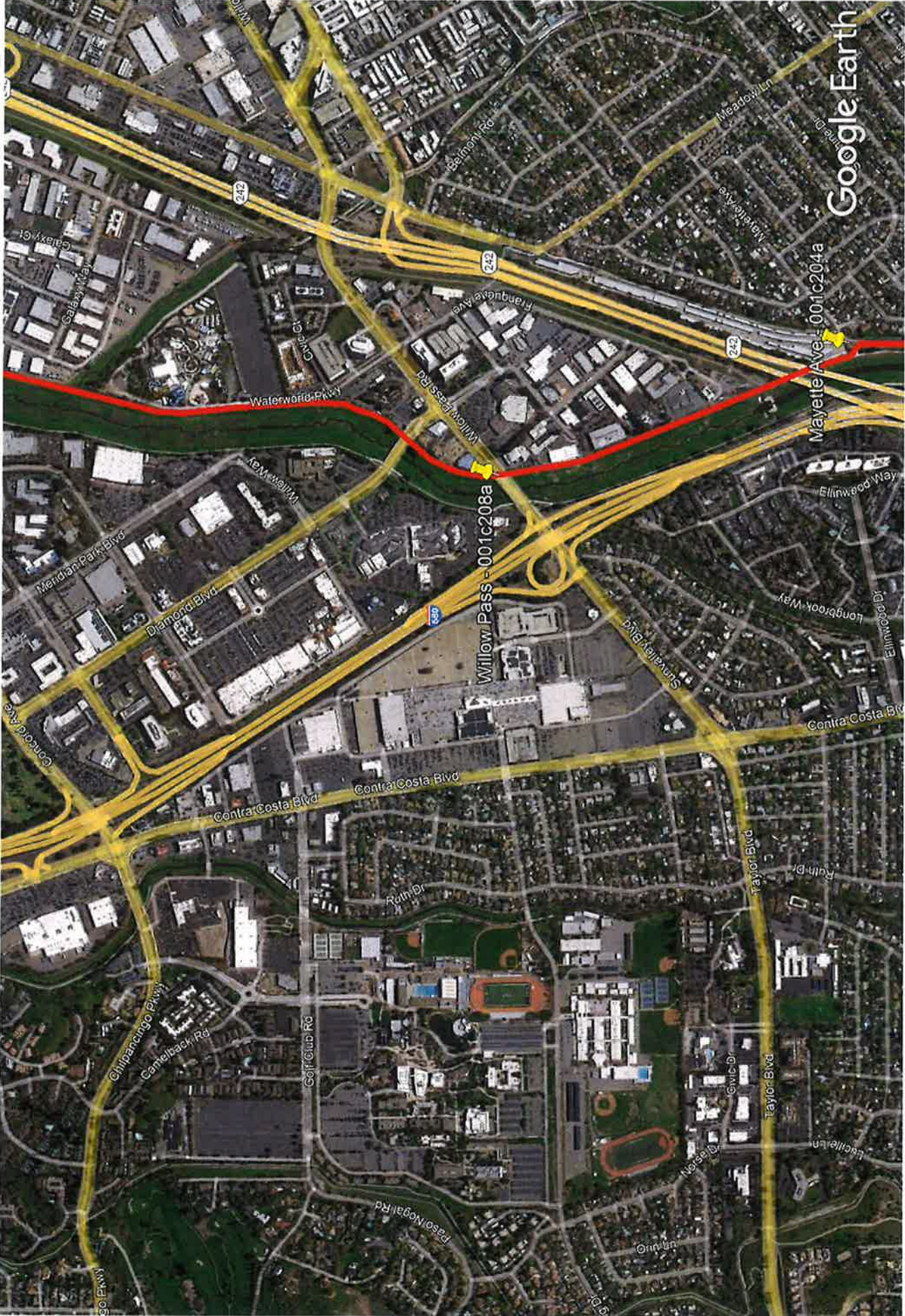
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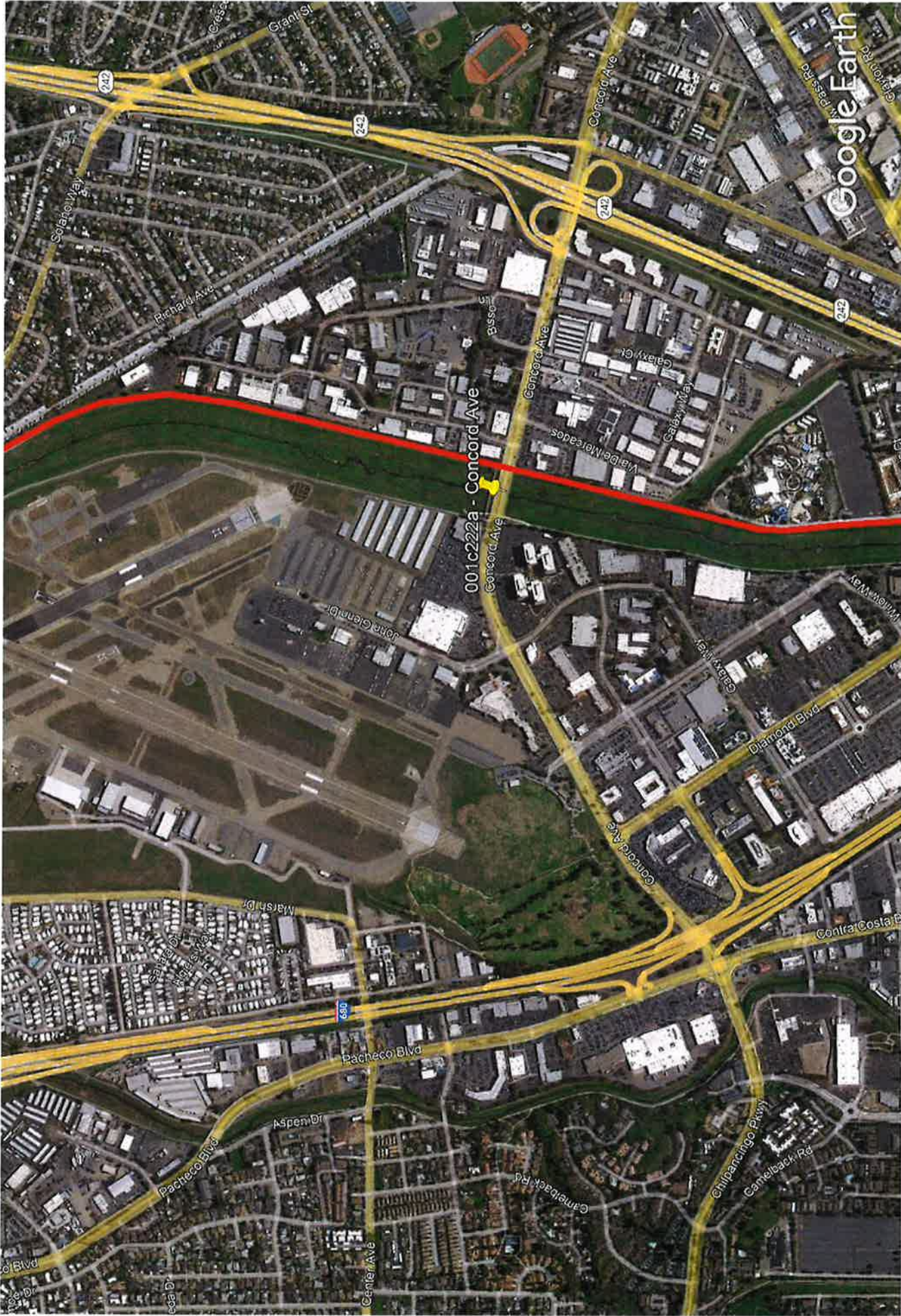
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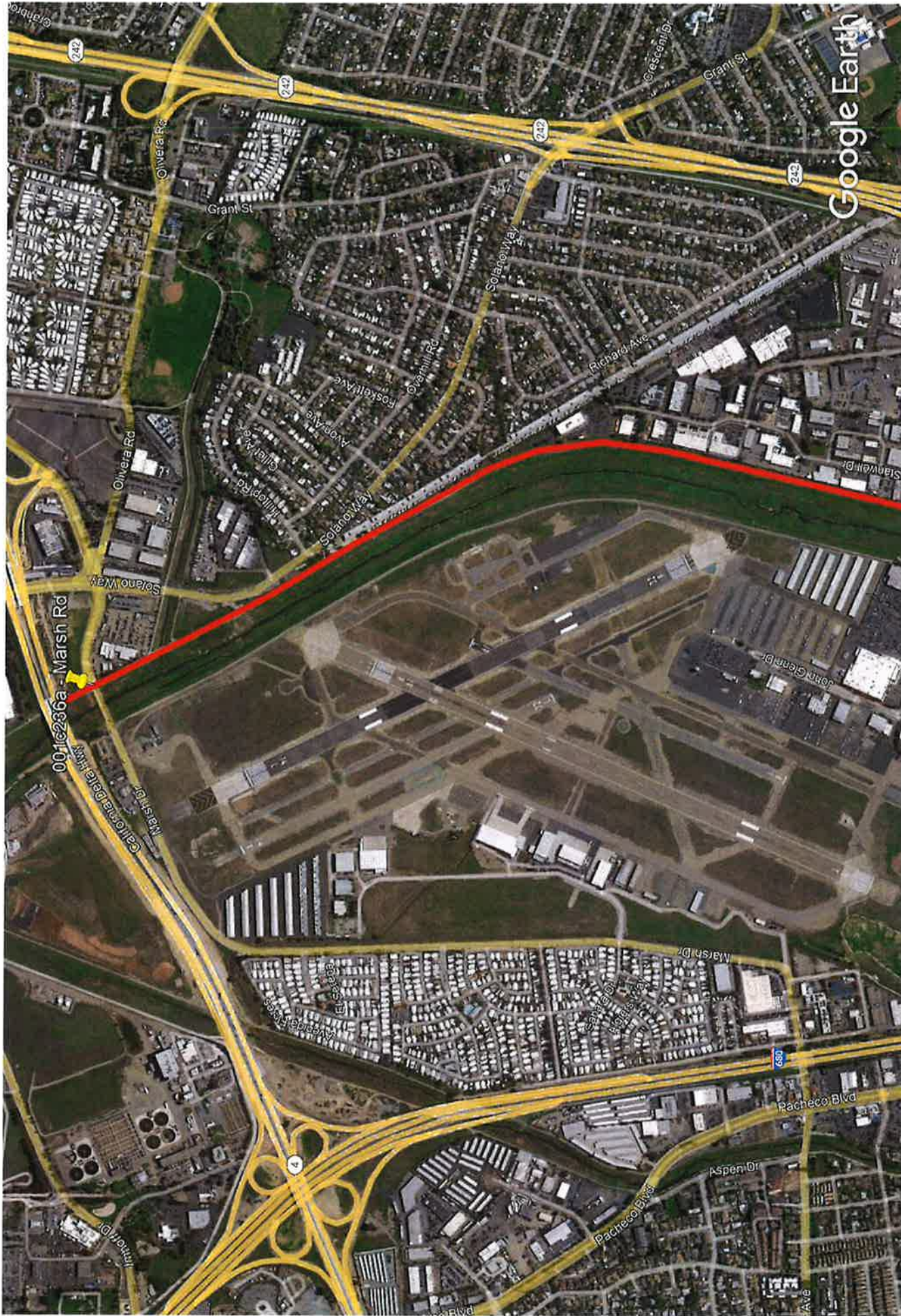
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