

**Georgia Power Company
Governmental Pole
Attachment
License Agreement**

Between
Georgia Power Company
And
City of Sky Valley

TABLE OF CONTENTS

	Page
1. DEFINITIONS.....	1
2. TERM	2
3. LICENSE	2
4. RESTRICTIONS ON USE	3
5. RIGHTS-OF-WAY AND EASEMENTS.....	4
6. OVERLASHING	4
7. MAKE-READY WORK	4
8. SAFETY COMPLIANCE	5
9. TRANSFER AND REARRANGMENT	6
10. POLE ATTACHMENT COUNTS	6
11. PAST DUE PAYMENTS	6
12. INSURANCE.....	6
13. RELEASE AND LIMITATION OF LIABILITY	6
14. WARRANTY EXCLUSIONS.....	7
15. REPAIR AND OTHER WORK PERFORMED BY GPC.....	7
16. NOTICE.....	7
17. MARKING OF OVERHEAD CABLES	8
18. LICENSEE INFORMATION.....	8
19. FORCE MAJEURE	8
20. MISCELLANEOUS	8
21. EXHIBIT A.....	11
22. EXHIBIT B.....	12
23. EXHIBIT C	14

**GEORGIA POWER COMPANY POLE ATTACHMENT LICENSE
AGREEMENT - GOVERNMENT USE**

THIS POLE ATTACHMENT LICENSE AGREEMENT ("Agreement") is made between **GEORGIA POWER COMPANY** (hereinafter "GPC") and **CITY OF SKY VALLEY**, a municipality of the State of Georgia (hereinafter "Licensee"), and is subject to the following terms and conditions:

1. DEFINITIONS:

A. "Attachments" means all cables, wires, power supply equipment and cameras and all associated hardware and equipment reasonably necessary for the attachment of said cables, wires, power supply equipment and cameras, owned and/or utilized by Licensee that now or in the future occupy any Pole, including any Overlapping, and shall not include access to any duct, conduit or right-of-way owned by GPC, which may in GPC's sole discretion be made available under a separate Master Conduit License Agreement or other appropriate contract.

B. "Effective Date" means the date on which GPC makes written acceptance of Licensee's signed copy of this Agreement.

C. "FCC" means Federal Communications Commission.

D. "ILEC" means an incumbent local exchange carrier as defined in 47 U.S.C. § 251(h).

E. "Inherent Dangers" means the transmission/distribution of electrical energy involves the handling of a natural force that, when uncontrolled, is inherently hazardous to life and property. Due to the nature of any work to be performed, other hazardous or dangerous conditions (not necessarily related to the inherent danger of electricity) may also be involved in performing work on Poles, including but not limited to the following dangers: physically tripping, falling objects from work being performed overhead, working on scaffolding, electric wiring, hot metal surfaces, flash burns from welding, use of heavy equipment (e.g., mobile and stationary cranes and hoists, trucks and other equipment normally used in heavy construction and hauling), and possible hazardous materials, substances and chemicals, including the presence of asbestos, polychlorinated biphenyl (PCB), solvents, lead paint and arsenic.

F. "Inspection" means any inspection to determine if an Attachment or work being performed by Licensee or its contractors thereon is in compliance with Legal Requirements and the terms of this Agreement.

G. "Joint User" means any public utility, governmental body or other entity that owns poles to which GPC has extended or may hereafter extend joint use privileges whereby GPC and such party may affix their equipment to each other's poles.

H. "Legal Requirements" means all applicable statutes, laws, rules, codes, ordinances, regulations, decisions, orders, decrees, policies, guidance, directives or common law of any Federal, state, local or other governmental body, authority or entity with jurisdiction over the subject matter of this Agreement, contract performance or the applicable party (including any judicial or administrative interpretation), that: (1) are: (a) in effect on the Effective Date; or (b)

imposed during the term of this Agreement; and (2) which in any manner affect the subject matter of this Agreement, contract performance or this Agreement, including without limitation the NESC and any other applicable safety codes and regulations.

I. “Make-Ready Project Manager” means Candler Ginn or his successor.

J. “Make-Ready Work” means all work, as reasonably determined by GPC, required to accommodate an Attachment and to comply with Legal Requirements, including but not limited to rearrangements, increasing the load bearing ability of a Pole and/or the transfer or replacement of a Pole and other reasonable requirements of GPC. Make-Ready Work also includes but is not limited to Inspections, engineering, permitting and construction.

K. “NESC” means the National Electrical Safety Code.

L. “NJUNS” means the National Joint Utilities Notification System.

M. “Overlashing” means the tying, draping, twisting, wrapping or otherwise attaching of fiber optic cable, coaxial cable or other wires over or around other host cables or wires attached to a Pole.

N. “Point of Attachment” means the approved point of attachment for an Attachment, as designated by GPC.

O. “Pole” means a GPC distribution pole.

P. “Pole Attachment Count” means a count of Licensee’s Attachments.

Q. “PSC” means the Georgia Public Service Commission.

R. “RF” means Radio Frequency.

S. “Transmission Facility” means any of GPC’s electric supply lines and support structures operated at or above 69 kilovolts (kV).

2. **TERM:** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated in accordance with the provisions of this Agreement. Either party may terminate this Agreement upon one hundred eighty (180) days’ prior written notice. Each license granted hereunder shall continue in effect until the first to occur of the following: (i) Licensee notifies GPC in writing that it is removing the Attachment allowed under such license; (ii) GPC terminates such license pursuant to the terms of this Agreement; or (iii) this Agreement terminates.

3. **LICENSE:**

A. **Application.** Prior to affixing any Attachment, Licensee shall request approval on a form to be provided upon request by the Make-Ready Project Manager. Licensee shall submit reasonably sufficient data (including without limitation sag, tension, design and loading data) for such Attachment, in form prescribed by GPC, such that GPC can ascertain whether Licensee’s

construction plan complies with the requirements set forth in such data and applicable industry standards.

B. Permission. GPC shall approve or deny the application, in its sole discretion, within forty-five (45) days of receipt thereof, and may do so via electronic means, including NJUNS. After approval of an Attachment, GPC will perform Make-Ready Work and issue a conditional permit in accordance with Section 7 hereinbelow. Licensee shall not affix an Attachment until receipt of said permit. Notwithstanding the foregoing, each Attachment in place on the Effective Date that has been approved in writing by GPC is hereby granted a separate license to be governed by this Agreement.

C. Attachment Rate. To the extent permitted by applicable statutes and regulations, GPC hereby waives the right to collect a rental fee for any Attachment approved by GPC pursuant to this Agreement, provided, however, that Licensee shall not change the type or use of such Attachment as approved.

D. Service Drops. Licensee shall not place a service drop unless and until it has received prior written permission from GPC.

E. Removal.

i. Licensee must promptly notify GPC in writing when Licensee removes an Attachment. Licensee will continue to be responsible for any rental fees for removed Attachments until GPC receives written notice of removal.

ii. Upon notice from GPC that it requires use of any Attachment space (which notice shall include an estimate of the costs GPC would incur in expanding capacity necessary to accommodate both the Attachment and GPC's core utility service), Licensee shall, within thirty (30) days of receiving such notice, either remove the Attachment or pay GPC's cost of expanding capacity necessary to accommodate both the Attachment and GPC's core utility service. If Licensee shall fail to do so, GPC shall be permitted to, at its option, either remove the Attachment, or increase capacity to accommodate GPC's core utility service, and Licensee shall reimburse GPC for all reasonable costs incurred for same.

iii. Upon notice from GPC that it is abandoning a Pole, Licensee shall, within thirty (30) days of receiving such notice, remove its Attachments from said Pole. In the event that Licensee fails to do so, GPC shall have the right to remove or cause to be removed any such Attachments and Licensee shall reimburse GPC for all reasonable costs incurred for same.

iv. Licensee shall remove an Attachment no later than thirty (30) days following termination of the applicable license and/or this Agreement. Notwithstanding anything herein to the contrary, Licensee shall remove any unauthorized or unapproved Attachment promptly upon notice from GPC.

4. RESTRICTIONS ON USE:

A. Purpose. Licensee is a governmental entity and will affix Attachments for the sole purpose of internally conducting government business, which shall not include providing

services for a profit. Licensee shall not affix Attachments for the purpose of providing wireless internet service to the public, nor shall Licensee affix any Attachments that would be subject to the mandatory access requirements of 47 U.S.C. § 224(f).

B. Change in Type or Use. Licensee will not make any change to the type or use of its Attachments without prior written approval from GPC.

C. Cameras. Licensee shall limit the use of camera Attachments to lawful crime prevention and investigation. When required by a Legal Requirement, Licensee shall obtain any necessary authority or order from a court with appropriate jurisdiction and provide GPC with a copy of same prior to Licensee's use of any camera.

D. Wireless. Licensee shall not affix any wireless Attachments unless and until it has entered into a separate wireless addendum to this Agreement, the form of which the Make-Ready Project Manager will provide upon request by Licensee; and Licensee shall only affix wireless Attachments in accordance with said addendum.

5. RIGHTS-OF-WAY AND EASEMENTS: GPC does not warrant the extent of its rights-of-way or easements. Licensee shall be responsible for obtaining any real property rights necessary for Attachments on a Pole. If GPC determines that Licensee's use of a Pole is not permitted or is prohibited by the underlying property owner, Licensee shall, upon notice from GPC, promptly remove its Attachments from such Pole.

6. OVERLASHING: Licensee must obtain written approval from GPC prior to Overlashing. Each request for approval must state the intended use of the Overlashing and must include a certification by Licensee that the Overlashing will be in compliance with the NESC and include reasonably sufficient data (including without limitation sag, tension, design and loading data) for such Overlashing, in form prescribed by GPC, such that GPC can ascertain whether Licensee's construction plan complies with the requirements set forth in such data and applicable industry standards.

7. MAKE-READY WORK:

A. Who May Perform. Only GPC and its contractors are authorized to perform Make-Ready Work, provided, however, that Licensee shall be permitted to rearrange its own existing Attachments. Licensee shall never work on or impact another party's attachments, except where such party has given Licensee written approval to perform such work. All Make-Ready Work shall be performed in accordance with all Legal Requirements.

B. Payment. For an approved Attachment, GPC shall provide Licensee with an engineering survey and the estimated cost of Make-Ready Work within fourteen (14) days of conditional approval of the Licensee's permit. The engineering survey will depict the Point of Attachment. The estimate will remain valid for fourteen (14) days following notification. Upon receipt of Licensee's written acceptance of the estimated cost, GPC will invoice Licensee for the estimated cost. Make-Ready Work will not begin until GPC receives full payment of the estimated cost, which Licensee shall pay to GPC within thirty (30) days of the invoice date. If the actual cost exceeds the estimated cost, GPC will invoice Licensee for the excess cost and Licensee shall pay the excess costs to GPC within thirty (30) days of the invoice date. If the

actual cost is less than the amount tendered, GPC will refund the excess payment amount. The total cost for Make-Ready Work shall include any and all costs incurred by GPC in connection with the Make-Ready Work.

C. Location. Attachments must be placed at the Point of Attachment and must not interfere with any other party's equipment on the Pole. The Attachment space for wire Attachments is six (6) inches above and below the Point of Attachment. The Attachment space for wireless Attachments will be determined by GPC by the space occupied by such Attachments. Licensee shall not use a GPC anchor or affix or attempt to affix an Attachment to a Transmission Facility without the express written approval of GPC.

D. Affixing. Following completion of Make-Ready Work, GPC will issue a conditional permit to Licensee to affix its Attachment. The Attachment must be affixed and any related construction work completed within one hundred twenty (120) days of permit issuance. Licensee will notify GPC in writing at least three (3) business days prior to starting work on the Attachment and within three (3) business days of completing same. GPC or its contractors will perform an Inspection. In the event that GPC determines that an Attachment or any work thereon fails to comply with any Legal Requirements or the terms of this Agreement, GPC will so notify Licensee and Licensee shall make any necessary repairs or corrections within thirty (30) days thereafter, or immediately if the violation creates a danger to persons or property. GPC or its contractors will then perform further Inspections as necessary until it determines that Licensee is in compliance with all Legal Requirements and the terms of this Agreement.

8. SAFETY COMPLIANCE:

A. Licensee shall only use persons to perform work on Poles who are qualified by the education and experience necessary to provide high quality performance of work on Poles and who possess each license, registration, certification or other qualification required by any Legal Requirements to perform any work contemplated by this Agreement to be performed by Licensee or its contractors. Such persons must exercise that degree of skill and care required by the highest level of accepted professional standards with respect to performing work on Poles and shall have been properly trained on the hazards as set forth in 19 C.F.R. § 1910, Subpart S and § 1910.269. Licensee is solely responsible for assuring such persons have the necessary qualifications, expertise and safety training.

B. Before any person has performed any work contemplated by this Agreement by, through or for Licensee on or near any facilities of GPC, Licensee must adequately instruct and warn such person concerning the hazards and Inherent Dangers associated with performing work on Poles, including without limitation the danger inherent in making contact with GPC's electrical conductors and of coming closer to such conductors than is permitted by the NESC or by regulations of the Occupational Safety and Health Administration.

C. Licensee shall ensure that all Attachments and any equipment and work in connection therewith are in compliance with all Legal Requirements, including but not limited to separation and clearance requirements. Licensee shall use its best efforts to correct any safety violations that are the responsibility of Licensee within thirty (30) days of Licensee having

knowledge of same, except for violations creating a danger to persons or property, which must be corrected immediately upon discovery.

9. TRANSFER AND REARRANGMENT:

A. Licensee may authorize GPC to transfer its Attachments when necessary due to a relocation or replacement of a Pole, at Licensee's expense and in accordance with the terms and conditions set forth on Exhibit A attached hereto, incorporated herein by reference and made a part hereof, by executing Exhibit A.

B. In the event that an Attachment must be rearranged or transferred in order to accommodate another party requesting to attach, GPC, its contractors or the party requesting to attach shall be permitted to rearrange or transfer Licensee's Attachment if Licensee has failed to do so within thirty (30) days of notice from Licensor, or such other time period as may be required by applicable Legal Requirements.

10. POLE ATTACHMENT COUNTS: GPC shall not charge Licensee for any Pole Attachment Count for Attachments that are both (a) validly permitted under and in compliance with this Agreement and (b) not subject to the mandatory access requirements of 47 U.S.C. § 224(f).

11. PAST DUE PAYMENTS: In addition to any other right or remedy available to GPC, if Licensee fails to make any payment under this Agreement within thirty (30) days after it becomes due and payable, then Licensee will pay interest thereon at a rate equal to the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by law. GPC will apply all payments to interest first and then to principal in the order in which it has become due. To the extent allowed by Georgia law, Licensee will reimburse GPC for all expenses that GPC incurs in connection with collection of any past due payment, including without limitation legal fees.

12. INSURANCE: Licensee shall procure and maintain insurance to protect it and GPC against claims for damage to property and bodily injury or the death of persons in the amount of \$1,000,000 for damages arising from one occurrence and \$1,000,000 for aggregate claims. Licensee shall also carry insurance sufficient to cover claims under workmen's compensation laws for Licensee's operations within GPC's service area. All such insurance shall be kept in force by Licensee for the life of this Agreement and the company or companies issuing such insurance shall be subject to the reasonable approval of GPC. GPC shall be named an additional insured under Licensee's liability insurance policy and the policy must state that the insurance company is waiving any right of subrogation against GPC. Licensee shall furnish to GPC a certificate showing the issuance of such insurance and the insurance company's agreement that it will not cancel, terminate, or change its policy except after thirty (30) days' prior written notice to GPC. Licensee's failure to maintain insurance coverage as required by this Agreement shall be deemed a material breach and Licensee's rights to affix Attachments shall be suspended until Licensee is in full compliance with the foregoing insurance requirements.

13. RELEASE AND LIMITATION OF LIABILITY: TO THE EXTENT ALLOWED BY GEORGIA LAW, LICENSEE ACKNOWLEDGES AND AGREES THAT GPC'S

LIABILITY FOR DAMAGES TO PROPERTY, BODILY INJURY OR DEATH TO ANY PERSON SHALL BE LIMITED SOLELY TO ACTS AND OMISSIONS CAUSED BY GPC'S NEGLIGENCE, AND HEREBY AGREES TO AND RELEASES GPC FROM ANY AND ALL LIABILITY FOR DAMAGES TO PROPERTY, BODILY INJURY OR DEATH TO ANY PERSON EXCEPT TO THE EXTENT CAUSED BY GPC'S NEGLIGENCE. LICENSEE FURTHER AGREES THAT, TO THE EXTENT ALLOWED BY GEORGIA LAW, GPC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND AND THAT ANY CLAIM BROUGHT AGAINST GPC BY A THIRD PARTY ARISING FROM AN ACT OR OMISSION OF LICENSEE SHALL BE SUBJECT TO AND COVERED BY THE INSURANCE POLICY LICENSEE ACQUIRES PURSUANT TO ITS CONTRACTUAL OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH POLICY SHALL PROVIDE COVERAGE IN ACCORDANCE WITH, AND NOT LESS THAN, THAT DESCRIBED IN THE TERMS AND CONDITIONS OF THE ACCGIRMA COVERAGE AGREEMENT EFFECTIVE 1 JULY 2011, AS ENDORSED TO ADD GPC AS AN "ADDITIONAL MEMBER."

14. WARRANTY EXCLUSIONS: GPC, ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE REGARDING THE CONDITION OF ANY POLE OR ANY SERVICE MADE AVAILABLE TO LICENSEE UNDER THIS AGREEMENT OR ANY WORK PERFORMED BY GPC, ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS. NO APPROVAL TO AFFIX AN ATTACHMENT SHALL CONSTITUTE A GUARANTEE OR REPRESENTATION THAT ADEQUATE SPACE EXISTS FOR SUCH ATTACHMENT ON ANY POLE AT THAT TIME OR IN THE FUTURE.

15. REPAIR AND OTHER WORK PERFORMED BY GPC: In the event that GPC makes repairs or performs any work, other than transfers and rearrangements pursuant to Section 9(A) and Exhibit A to this agreement, to a Pole on which Licensee has an Attachment, GPC will bill Licensee for the actual costs of any portion of said repairs or other work that directly benefit Licensee, as determined by GPC, and Licensee shall make payment to GPC within thirty (30) days of the date of invoice. In the event GPC determines that any work or repairs (including but not limited to removal of Attachments) are necessary because of a violation by Licensee of this Agreement or because of an attachment by Licensee that is not in compliance with this Agreement, GPC or its contractors shall be entitled to perform such work or repairs. Licensee shall be responsible for the full cost of such work or repairs and shall make payment to GPC within thirty (30) days of the date of invoice for same.

16. NOTICE: All notices regarding the affixing, maintenance or removal of an Attachment shall be sent electronically using NJUNS. All other notices shall be sent by electronic mail, facsimile or in written form delivered either personally or by mail, courier or similar reliable means of dispatch to the following address:

GPC:

Georgia Power Company
Attn: Joint Use Coordinator
241 Ralph McGill Boulevard, N. E.
Bin 10140
Atlanta, GA 30308-3374
Email: jdwilson@southernco.com
Facsimile: 404-506-2925

For permit applications:

Georgia Power Company
Attn: Make-Ready Project Manager
829 Jefferson Street
Atlanta, GA 30318

Licensee:

City of Sky Valley
Attn: Linda Lapeyrouse
3444 Highway 246
Sky Valley, Georgia 30537

17. MARKING OF OVERHEAD CABLES: Licensee shall mark all of its overhead cables attached to Poles in accordance with the marking standards set forth in **Exhibit B** attached hereto, incorporated herein by reference and made a part hereof. In the event that Licensee fails to mark an overhead cable, GPC shall have the right, at Licensee's expense, to mark same.

18. LICENSEE INFORMATION: Licensee must provide the information requested on **Exhibit C** attached hereto, incorporated herein by reference and made a part hereof, on or before the Effective Date. Licensee shall provide GPC with written notice within thirty (30) days of any change to such information.

19. FORCE MAJEURE: Neither GPC nor Licensee shall be liable for any delay, failure in performance, loss or damage due to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat or cold, power surges, strikes, labor disputes, water, acts of God, the elements, war, civil disturbance, acts of civil or military authorities or the public enemy, inability to secure raw materials including Poles, inability to obtain transportation, fuel or energy shortages, failure of either performance or availability of communication services or network poles, failure of an ILEC or third-party utility to act notwithstanding reasonable efforts on the part of GPC or the Licensee or other causes beyond the parties' control.

20. MISCELLANEOUS: Licensee shall comply, and shall require that its contractors comply, at all times with all Legal Requirements. Licensee may not assign this Agreement in whole or in part without the prior written consent of GPC and shall not permit any third party to

overlash or affix any attachments. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any litigation arising from any alleged breach of this Agreement must be brought in an appropriate court in Fulton County, Georgia. Any headings inserted herein are for convenience only, and shall not add to or subtract from the meaning of the contents of any provision herein. This Agreement may only be modified by a writing executed by both parties. Failure by GPC to enforce any term of this Agreement shall not constitute a waiver of future compliance with any such term. If any provision of this Agreement is found to be illegal or otherwise invalid, the validity of the remaining provisions shall not be impaired. The parties shall attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the Effective Date. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. In the event this Agreement is terminated, the terms and conditions set forth herein shall survive and continue in force with respect to: (i) determining either party's failure to perform during the term of the Agreement; (ii) any failure by Licensee to move or remove its Attachments or to comply with applicable safety standards; and (iii) determining Licensee's responsibility regarding Licensee's assumption of ownership of abandoned Poles. This is the entire Agreement between the parties with respect to Attachment rights and supersedes all prior agreements, proposals, communications and understandings between the parties concerning the subject matter contained herein.

[SIGNATURES COMMENCE ON NEXT PAGE]

LICENSEE:

Adopted at Sky Valley Georgia this 28th day of July, 2015.

CITY OF SKY VALLEY

By: [Signature]
Mayor
City of Sky Valley

Attest:

[Signature] City Clerk
Name & Title

Entered upon the Minutes, Minute Book 2015 Page July.

Date: July 28, 2015

GPC:

GEORGIA POWER COMPANY

By: _____ (SEAL)
Leslie R. Sibert, Distribution Vice President

Date: _____

EXHIBIT A

TRANSFER OF EQUIPMENT

RECITALS

Pursuant and subject to the foregoing Agreement, Licensee holds a license to affix Attachments. Licensee wants GPC to transfer its Attachments when GPC transfers its own electric distribution facilities during the replacement or relocation of Poles. GPC is willing to transfer such Attachments on the terms and conditions set forth in this Exhibit A. Accordingly, for value received, the parties agree as follows:

TERMS AND CONDITIONS

1. **TRANSFER OF ATTACHMENTS.** If GPC is relocating or replacing a Pole and determines that the transfer of Licensee's Attachments on such Pole is appropriate, then GPC or its contractors may transfer such Attachments concurrent with the transfer of GPC's own equipment attached to such Pole. If GPC replaces or relocates a Pole, but does not transfer Licensee's Attachments, GPC will notify Licensee so as to enable Licensee to make such transfer, and the Agreement will govern the rights and obligations of the parties with respect to such Pole.
2. **FEES.** Licensee will pay GPC, within thirty (30) days of the date of invoice, GPC's standard fee for any work performed by GPC or its contractors under this Exhibit A as established and amended by GPC from time to time. As of the date indicated below, the standard fee is \$85.00 per Attachment.
3. **GOVERNING AGREEMENT.** In performing their obligations under this Exhibit A, the parties will remain governed by the terms and conditions of the Agreement, including without limitation those provisions relating to limitation of liability.
4. **TERMINATION.** This Exhibit A may be terminated by either party upon written notice to the other party.

Licensee hereby accepts and authorizes GPC or its contractors to transfer its Attachments in accordance with the foregoing terms and conditions.

LICENSEE:

GPC:

CITY OF SKY VALLEY

GEORGIA POWER COMPANY

By: Hugh Goodgame
 Name: Hugh Goodgame
 Title: Mayor
 Date: 7-28-15

By: _____
 Leslie R. Sibert
 Distribution Vice President
 Date: _____

EXHIBIT B

GPC OVERHEAD CABLE MARKING STANDARD

Licensee shall mark all of its Attachments in accordance with the following standards:

NJUNS - CTY - OPTIONAL

NJUNS = NJUNS* Member Code (up to 6 alphanumeric digits)
CTY = County Code from County Rate Chart (3 digit number)
OPTIONAL = Optional space for attachee's internal use (Any length)

Example:

OWNER1 - 033 - Marietta

NJUNS member code for owner of Attachment is "OWNER1"
County where Attachment is located is Cobb County.
Franchised area where Attachment is located is Marietta.

Requirements:

On installation, Attachments shall be marked on the following Poles:

Every end pole.
Every junction pole.
Every 5th pole.

Multiple Attachments on a Pole must each be marked.

On older lines not marked, Attachments should be marked as Poles are visited.

If Licensee's name changes or if Licensee acquires or sells Attachments, Licensee shall revise the NJUNS website table to reflect the new information as soon as the website table is available.

The marker shall have a life span of at least ten (10) years.

Letter height shall be at least three-quarters of one inch (3/4") tall.

Letters shall be black on an orange background.

The marker shall be legible from the ground.

*NJUNS = National Joint Utilities Notification System (www.njuns.com)

COUNTY CODE CHART

County Code	County	County Code	County	County Code	County
001	APPLING	054	EVANS	107	NEWTON
002	ATKINSON	055	FANNIN	108	OCONEE
003	BACON	056	FAYETTE	109	OGLETHORPE
004	BAKER	057	FLOYD	110	PAULDING
005	BALDWIN	058	FORSYTH	111	PEACH
006	BANKS	059	FRANKLIN	112	PICKENS
007	BARROW	060	FULTON	113	PIERCE
008	BARTOW	061	GILMER	114	PIKE
009	BEN HILL	062	GLASCOCK	115	POLK
010	BERRIEN	063	GLYNN	116	PULASKI
011	BIBB	064	GORDON	117	PUTNAM
012	BLECKLEY	065	GRADY	118	QUITMAN
013	BRANTLEY	066	GREENE	119	RABUN
014	BROOKS	067	GWINNETT	120	RANDOLPH
015	BRYAN	068	HABERSHAM	121	RICHMOND
016	BULLOCH	069	HALL	122	ROCKDALE
017	BURKE	070	HANCOCK	123	SCHLEY
018	BUTTS	071	HARALSON	124	SCREVEN
019	CALHOUN	072	HARRIS	125	SEMINOLE
020	CAMDEN	073	HART	126	SPALDING
021	CANDLER	074	HEARD	127	STEPHENS
022	CARROLL	075	HENRY	128	STEWART
023	CATOOSA	076	HOUSTON	129	SUMTER
024	CHARLTON	077	IRWIN	130	TALBOT
025	CHATHAM	078	JACKSON	131	TALIAFERRO
026	CHATTAHOOCHEE	079	JASPER	132	TATNALL
027	CHATTOOGA	080	JEFF DAVIS	133	TAYLOR
028	CHEROKEE	081	JEFFERSON	134	TELFAIR
029	CLARKE	082	JENKINS	135	TERRELL
030	CLAY	083	JOHNSON	136	THOMAS
031	CLAYTON	084	JONES	137	TIFT
032	CLINCH	085	LAMAR	138	TOOMBS
033	COBB	086	LANIER	139	TOWNS
034	COFFEE	087	LAURENS	140	TREUTLEN
035	COLQUITT	088	LEE	141	TROUP
036	COLUMBIA	089	LIBERTY	142	TURNER
037	COOK	090	LINCOLN	143	TWIGGS
038	COWETA	091	LONG	144	UNION
039	CRAWFORD	092	LOWNDES	145	UPSON
040	CRISP	093	LUMPKIN	146	WALKER
041	DADE	094	MACON	147	WALTON
042	DAWSON	095	MADISON	148	WARE
043	DECATUR	096	MARION	149	WARREN
044	DEKALB	097	McDUFFIE	150	WASHINGTON
045	DODGE	098	McINTOSH	151	WAYNE
046	DOOLY	099	MERIWETHER	152	WEBSTER
047	DOUGHERTY	100	MILLER	153	WHEELER
048	DOUGLAS	101	MITCHELL	154	WHITE
049	EARLY	102	MONROE	155	WHITFIELD
050	ECHOLS	103	MONTGOMERY	156	WILCOX
051	EFFINGHAM	104	MORGAN	157	WILKES
052	ELBERT	105	MURRAY	158	WILKINSON
053	EMANUEL	106	MUSCOGEE	159	WORTH

EXHIBIT C
(Provide Information on Additional Pages if Necessary)

Licensee's Attachments will provide the following services to Licensee's customers:

Licensee intends to affix Attachments in the following counties pursuant to this Agreement:

(Note: If Attachments will only be in part of a county, provide the names of roads or streets that most closely constitute a boundary of the service areas.)

Licensee's NJUNS Member Code and contact e-mail address are as follows:

Licensee's applicable FCC and PSC license numbers for service to be provided by its Attachments are as follows:

FCC License Number(s): _____

PSC License Number(s): _____
