

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right-of-Way Encroachment Agreement (the "**Agreement**") is dated _____, 2022 and will be effective upon the ("**Effective Date**" as defined below), by and between the City of Escondido ("**City**") in the State of California, ("**State**"), a municipal corporation, and SiFi Networks Escondido LLC a Delaware limited liability company ("**SiFi**") (each of City and SiFi, a "**Party**" and collectively, the "**Parties**").

RECITALS

WHEREAS, SiFi desires to install a fiber optic network System (as defined below) in the City's public rights-of-way and the City desires to allow such a System for community benefit; and

WHEREAS, SiFi owns the rights to the FOCUS (as defined below) proprietary fiber optic cable System technology; and

WHEREAS, the City has agreed to grant to SiFi permission to access and use the Public Way to install, operate, and maintain the System, subject to the terms and conditions of this Agreement; and

WHEREAS, SiFi plans to allow the City to use the System for governmental internal data communication and non-retail purposes, subject to a separate agreement to be negotiated in good faith between the Parties, at a rate substantially less than current market rate.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

SECTION 1

1. Definition of Terms.

1.1 **Terms.** For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

"Access" means facilitation of all necessary City permits encroachments and/or license and/or lease agreements for specified areas within the Public Way.

"Boundary" means the legal boundaries of the City as of the Effective Date.

"Cabinets" means above ground enclosures placed within the Public Way for the protection of active and passive equipment for the provision of Service throughout the System and as further described in Exhibit A.

"Chambers" means underground enclosures placed within the Public Way facilitating access to the active and passive equipment for the provision of Service throughout the System.

"Commencement Date" means the date that Substantial Completion, as that term is defined herein, of the System has been achieved.

"Construction" means breaking ground for the installation of the System.

“Construction Contractor” or **“Contractor”** means the construction company(ies) performing the physical work of installing the System.

“Drop” means the fiber optic cable run from the System at the edge of the Public Way or the Fiber Access Box (“FAB”) or the Toby Box (as each is described in Attachment 1) in the Public Way, as the case may be, to the Premises Wall.

“Excavation and Right-of-Way Encroachment Policy” means those policies, including the (i) City’s Encroachment Permit Application and Standard Conditions (ii) and Fiber Optic Cable Plan Check documents, as they apply as of the Effective Date, which set forth the procedures, standards and conditions under which the Escondido City Engineer will issue permits for the installation, construction, excavation, inspection, maintenance and/or repair, or other work performed in connection with underground, overhead and surface-mounted utility facilities located or proposed within the public rights-of-way.

“Facility” means the secure spaces that the City agrees to make available to SiFi during the Term for the installation of Shelters and Cabinets.

“FOCUS” means SiFi’s trademarked FOCUS™ system including the patented Wastewater Fiber Technology, know-how and other proprietary rights, comprising, among other things, a combination of blown fiber, aerial, wastewater and other conventional techniques to enable multi gigabit technologies.

“FON” means SiFi’s fiber optic network built by utilizing a combination of blown fiber, aerial, wastewater and/or other conventional techniques, which may also include FOCUS™ design, as well as electronics to enable multi gigabit technologies.

“Home” means a residential single-family dwelling, or a residential single dwelling unit located within a Multiple Dwelling Unit, located within the Boundary.

“Multiple Dwelling Unit” means an apartment building or other building containing more than four dwelling units located within the Boundary.

“Microtrenching” means the process of cutting a trench with a dry cut machine and reinstated with cementitious slurry fill as further described in Section 4.1.1, and according to the requirements of the City’s Excavation and Right-of-Way Encroachment Policy, which Policy shall take precedence in the event of any conflicts.

“Pass” or **“Passes”** means the duct or Chamber as parts of the System has reached to the curbside of a residential Primary Premise, or the engineered point at or near a commercial Premises from which a Drop can be connected.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, whether for profit or not for profit, but shall not mean the City or SiFi.

“Premises” means a Home, Multiple Dwelling Unit, office, other public and private building, and City infrastructure asset located within the Boundary.

"Premises Wall" means the exterior of an outside wall of a Premises to which the fiber optic cable can be terminated.

"Primary Premises" means all Premises within the Boundary as of the Effective Date but excluding any Premises which SiFi cannot connect to (i) because of a lack of a right to access and use of the Public Way due to the City not possessing the right, title, interest or authority to permit SiFi to use and occupy the Public Way in order for SiFi to access such Premises, or (ii) because SiFi lacks a right to access to any non-City owned property within the Boundary in order to access such Premises, or (iii) because the incremental material cost to connect such Premises would be at least ten percent (10%) higher than the average cost to connect SiFi-accessible Primary Premises within the Boundary, or (iv)) where such Premises already have a pre-existing fiber service available to them and do not desire SiFi to connect such Premises. SiFi shall not be required or obligated to make the System available to such Premises described in (i) through (iv) in this definition, and Substantial Completion determination shall not be impacted as a result.

"Public Way" shall mean the surface of, and the space above and below, any now existing or future: public street, road, highway, parkway, driveway, freeway, lane, path, court, sidewalk, bridge, alley, boulevard, traffic signals, lamp post, public way, or other public right of way or easement, including public utility easements, dedicated utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by, granted or dedicated to or under the jurisdiction of the City within the Boundary. For the avoidance of doubt, the term "Public Way" shall also mean any easement now or hereafter held by the City within the Boundary for the purpose of public travel, or for utility or public service use dedicated for compatible uses and shall include all other easements or rights of way held by the City within the Boundary over which it may lawfully grant this right.

"Service" means internet, voice, data, and video service or any combination thereof, provided by a Service Provider over the System.

"Service Providers" means any entity who enters into a contract with SiFi to provide Services over the System.

"Shelter" means the above ground facility housing System equipment as further described in Section 4.2 and in Exhibit A hereto.

"Subscribe" means an agreement to receive from a Service Provider.

"Subscriber" means any Person (which for purposes of this definition shall include the City) who has entered into an agreement to receive or otherwise lawfully receives Service.

"Substantial Completion" means the date on which, the System has been installed such that it Passes the addresses of each of the Primary Premises and the System is capable of providing Service to each such Primary Premises (but for the lack of a Drop) or four (4) years post Construction being commenced, whichever event occurs first; provided, however, in the event that Substantial Completion is deemed to have occurred due to the expiration of four (4) years post Construction being commenced, SiFi shall use commercially reasonable efforts to complete, subject to the conditions in the proviso above, such construction as is necessary to provide Service to all Primary Premises within a commercially reasonable time.

"System" means all parts of the FON system under and above ground in the City that is designed to support the delivery of Service to Subscribers, including the fiber optic cable and its component parts and appurtenances, and the other cables, wires, components, facilities, Cabinets, ducts, conduits, connectors, Shelters, Chambers, fiber access boxes, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the FON system.

"Work Zone" means an area within the Boundary that is subject to a separate permit for installation of a portion of the System.

SECTION 2

2. Grant of Authority.

2.1 Grant of Permission.

2.1.1 **SiFi Permission to Use Public Way.** To the extent allowed by law, and subject to the City's authority to manage the Public Way for the benefit and convenience of the public, the City hereby authorizes SiFi to erect, install, construct, repair, replace, reconstruct, maintain, operate or retain the System in, on, over, under, upon, across, or along any Public Way, including wires, cables, facilities, Cabinets, components, materials, apparatus ducts, conduits, connectors, vaults, fiber access boxes, appliances, splitters, pots, attachments, and other related property or equipment as may be necessary or appurtenant to the System, within the Boundary, and all extensions and additions thereto. Subject to City approval of the applicable permit and final engineering design, SiFi shall be responsible to submit for approval the proposed final engineering design and location, including but not limited to depth, width, and height, of all equipment and other parts of the System. Both Parties agree to cooperate during the design and permitting process and SiFi acknowledges and agrees that the City has final discretion and authority to approve any proposed designs, approve equipment to be permanently installed in the Public Way, and issue any requested permits, each of which shall not be unreasonably conditioned, withheld and/or delayed and subject to Section 2.5 below. Notwithstanding the foregoing, installation of the System and use of the Public Way is subject to the applicable permit for a specific Work Zone.

2.1.2 **Removal or Abandonment of the System upon Termination of Agreement.** Upon the expiration or termination of this Agreement, SiFi shall remove any above-ground portion of the System and shall reimburse the City for any costs associated with SiFi's failure to adequately remove the System or restore City property to its original condition, minus reasonable wear and tear. Upon the expiration or termination of this Agreement, SiFi shall either remove from, or abandon in place, all or any subsurface portion of the System in the Public Way. Any part of the System not removed by SiFi upon expiration or termination shall be deemed abandoned by SiFi as described in this Agreement and may become the property of the City, if so elected by the City in its sole discretion. If the System is abandoned and the City elects not to take ownership of it, SiFi shall remain responsible for and agrees to defend and indemnify the City against any and all costs, claims or damages associated with the System.

2.2 **Term of Agreement.** This Agreement shall become effective upon the execution and delivery of this Agreement by the Parties (the **"Effective Date"**). The term of this Agreement shall commence on Commencement Date and run until midnight on the date that is thirty (30) years after the Commencement Date (the **"Initial Term"**). Following the Initial Term,

and subject to the System operating in accordance with this Agreement, this Agreement shall automatically renew for two additional terms of thirty (30) years each commencing on the thirtieth (30th) anniversary and on the sixtieth (60th) anniversary of the Commencement Date, respectively (each, a "**Renewal Term**," and, collectively with the Initial Term, the "**Term**") unless SiFi provides written notice to the City of its intent not to renew at least one hundred eighty (180) days prior to end of the Initial Term and thereafter at least one hundred eighty (180) days prior to end of the first Renewal Term. If SiFi elects to not renew this Agreement, the provisions of Subsection 2.1.2, above, will govern the disposition of the System.

2.3 License.

(i) City hereby grants and conveys to SiFi, and its licensees, successors, lessees, transferees, and assigns, a revocable exclusive license ("**License**") to enter and occupy portions of the City's Public Way and/or City-owned land including for up to three (3) specific locations for Facilities as further described in Section 4.2, which locations will be mutually agreed upon in good faith between the City and SiFi (the "**License Area**"), for the purposes of erecting, installing, constructing, operating, repairing, replacing, reconstructing, removing, maintaining, using and retaining said System, including, without limitation, wires, cables, ducts, conduits, connectors, vaults, handholes, handhole covers, fencing, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the System and the Facilities (the "**Improvements**"). This License is subject to easements, covenants, conditions, and regulations in existence as of the date hereof, as well as the City's authority to manage the Public Way for the benefit of the public. SiFi must obtain all necessary permits to install the Improvements.

(ii) SiFi shall not make any alterations to the License Area or the Improvements without the City's prior written approval. SiFi shall be responsible for all costs incurred in any such alterations. All construction, installation, maintenance and repair of the License Area shall be conducted so as to not interfere with, and shall be subordinate to, City's use and operation of the Public Way. The installation of the System and alterations by SiFi in the License Area shall be completed by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. Any damage to the License Area resulting from or in connection with the exercise of SiFi's rights hereunder shall be corrected within a reasonable time by SiFi at its sole cost and expense.

(iii) SiFi will maintain the Improvements in accordance with this Agreement and the City's Excavation and Rights-of-Way Encroachment Policy.

(iv) SiFi shall not install or construct any other structures or improvements other than the Improvements and associated appurtenances described herein and noted on the approved permit plans.

(v) The Improvements installed within the License Area by SiFi shall be made at no expense to City. SiFi shall be responsible, and assume all costs, for any relocation or protection of any part of the System in the event the relocation or protection of the System is necessary due to changes in any Public Way at any time during the term of this Agreement.

(vi) City shall, except for emergencies, provide prior written notice to SiFi of any modifications to, or alterations of, the License Area. SiFi acknowledges the City has a

Pavement Management Program that consists of Full Depth Reclamation, Grind and Overlay and Slurry Seal treatments, and that the City has several storm drain, water, recycled water and wastewater (wet utility) projects, inclusive of lateral connections and service connection. SiFi acknowledges this type of work may be to a depth greater than the installation depth of SiFi's infrastructure, and, as such, acknowledges its duties and responsibilities to relocate, at its own expense, any and all infrastructure affected by the City's street maintenance or wet utility projects.

(vii) City, its agents or assigns, or any utility company, or City franchisee, may at any time, enter upon the License Area, except for the Shelter locations, covered by this Agreement for the purpose of installing, maintaining, relocating, altering, enlarging, repairing, or inspecting any utility, facility, or public work thereon; provided that if the Parties have entered an agreement for the City's use of the System, as described in Section 2.8, the City will require its contractors and agents to indemnify SiFi, as a third party, for any damages to the System, Improvements and Facilities caused by the negligence of the City contractors or its agents.

(viii) Subject to the below, SiFi shall restore or cover the cost to restore, in its discretion, damaged or disturbed surfaces or underground utilities at or adjacent to the License Area to substantially the same as the original condition. Restoration shall be carried out immediately after construction or as otherwise reasonably directed by the City as provided for in the permit. Any damage not repaired by SiFi or its contractors, but excluding repairs performed by other third parties, to the reasonable satisfaction of the City shall be a cause to suspend any construction operations on the System within the City's limits until the unsatisfactory repairs are completed to be reasonably satisfactory to the City or termination of this Agreement pursuant to Section 8 below. Where SiFi or its contractor use microtrenching and such microtrenching directly results in cracking of the surrounding roadway emanating from the microtrench of the existing roadway creating loose pieces of roadway larger than 1 inch then such loose pieces will be removed and the affected area will be restored with cementitious slurry fill and over band seal. Specific details for repair of floating islands of pavement of 12-24" wide will be included in the project plans that may include 2" grind of pavement and asphalt concrete overlay.

(ix) SiFi will provide City with not less than thirty (30) spray cans with Cabinet matching color paint, which the City can use to spray paint over any graffiti on any Cabinet. SiFi shall also provide product information for the Cabinet matching paint color such that the City may secure additional paint if needed. If City is unable to remove or cover such graffiti, City may request SiFi's assistance by providing written notice and SiFi shall use commercially reasonable efforts to remove the graffiti within fourteen (14) days of such notice. Should such graffiti not be removed by SiFi or its contractor to the satisfaction of the City within said fourteen (14) days, the City may cause the graffiti to be removed and may submit an itemized statement to SiFi of the costs incurred by the City for such removal. Upon receipt of a demand for payment by City, SiFi must reimburse City for those costs within thirty (30) days of receipt of the invoice.

(x) The System and all of its parts and components which are installed and constructed by SiFi in the License Area shall at all times be and remain the property of SiFi, except as otherwise provided for herein.

(xi) Subject to City's right and authority to manage the Public Way, and as may be provided for or allowed by any issued construction or encroachment permit issued under this Agreement, City shall not install or construct, or permit the installation or construction of, any structures, improvements or obstructions on or over the License Area that unreasonably interferes with SiFi Network' access to, use and possession of the License Area, nor shall City otherwise

unreasonably impede, disturb, interfere with, or restrict, SiFi's access to, use and possession of, the License Area.

2.4 **Exclusivity.** Until after the first anniversary of the Effective Date, and only to the extent allowed by law, and provided that the Parties have entered into an agreement for the City's use of the System as described in Section 2.8, the City shall not solicit any third party regarding any competing fiber optic cable system within the City's Boundary, subject to any obligation or requirements imposed upon the City in its capacity as a land use authority under federal or state law or regulation. Notwithstanding the above, the City may allow installation of fiber optic cables by any franchisee of the State's Public Utility Commission, an established internet service provider with an existing franchise agreement with the City as of the Effective Date, with the State to operate within the City, or as otherwise required by law.

2.5 **Efficient Permitting Process.**

2.5.1 During the Term, the City will use its best efforts to provide efficient and diligent good faith review of all applications for permits by SiFi and/or its contractors, to the extent reasonably possible and to the extent permits are necessary, including permits or other necessary items for construction work on the System within the Public Way. SiFi agrees to reimburse the City for additionally incurred review costs including the temporary hiring of: a permit technician to process the permits, a utility engineer to review and approve plans in accordance with City Policies and requirements, and a construction manager/inspector to manage the inspection process for the City in connection with this expedited permitting process. Conditioned upon SiFi's reimbursement of the City's costs pursuant to Section 2.6, and subject to sufficient staffing levels, the City agrees to process and will endeavor to meet the timeframes below in connection with all applications for permits by SiFi and/or its contractors in connection with this Agreement:

(i) Within two (2) business days of submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this Agreement, the City will provide written acknowledgment to SiFi and/or its contractor confirming receipt of such submittal; and

(ii) Within five (5) business days of submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this Agreement, the City will either acknowledge in writing that such application is properly submitted and complete, or in the event such application is not properly submitted and complete, provide SiFi and/or its contractors with a detailed written explanation of any deficiencies. Upon curing any such deficiencies, the City will undertake an expedited review of the application per the timelines specified herein; and

(iii) Within fifteen (15) calendar days of a reasonably sufficient submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this Agreement, the City will provide written notification of initial review and provide in writing to SiFi and/or its contractors a detailed explanation of any additional information needed for the City to complete its review process. In the event no additional information is needed, the City shall so notify SiFi and/or its contractors in writing; and

(iv) Within twenty-one (21) calendar days of a sufficient submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this

Agreement, the City will provide final approval and issue any necessary approval or permits to SiFi and/or its contractors. In accordance with applicable City policies and procedures, permits shall be issued by Work Zone; however, SiFi shall be allowed to submit permits for and construct multiple Work Zones simultaneously, subject to the City Engineer's approval, which shall not be unreasonably withheld, delayed or conditioned.

2.5.2 The engineering details provided in Exhibit A are the typical details that may or may not change during the final engineering design process.

2.5.3 Nothing herein shall be construed as a promise, warranty, or guarantee of approval of any permit, license, or other land use approval which may be required.

2.5.4 SiFi is responsible for obtaining all other Agency or Public Utility permits or rights-of-entry permits outside of the purview of the City. Neither Party shall be held liable for delays caused by other agencies' or parties' permitting requirements.

2.6 Processing Fees. Prior to the submittal of the first permit application by SiFi, and pursuant to City policy and standards, the City and SiFi will enter into an agreement to establish a Developer Deposit Account ("DDA") to cover the cost of plan review, inspection, staff time, construction management, and the cost of efficient and timely water and wastewater utility markings by the City within, but no later than, three (3) business days from SiFi's request for such markings. The City will notify SiFi in writing to replenish the DDA once the account reaches the threshold specified in the agreement. The initial deposit for the DDA will be set forth in the agreement at the time of signing.

2.7 Fees, Expenses and other Charges. Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing this Agreement. The City agrees that City bonding and insurance requirements may be satisfied by bonds and insurance coverage provided as part of the encroachment permit application and supplied by the Construction Contractor (as principal) performing the construction of the System. Such bonds and insurance documentation to be supplied prior to the start of Construction. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 2.7 will survive expiration or termination of this Agreement.

2.8 Use Agreement. Within six months of the Effective Date, the Parties agree to commence negotiations in good faith regarding terms for the City's use of the System for governmental internal data communication and non-retail purposes at rates substantially less than current market rates.

SECTION 3

3. The System.

3.1 System Description. SiFi will install the System within the Boundary using the Public Way and shall use good faith efforts in order to install the System in unincorporated San Diego County areas located within the Boundary. As part of the System, SiFi will deploy a 10Gbps XGSPON fiber optic cable network, throughout the Boundary. It shall begin from the Shelter to the applicable Cabinet in the Public Way and then connect to the private Premises Wall for each applicable Primary Premise. Service providers connecting the System will be able to set

symmetrical baseline internet speeds of up to ten (10) Gbps to retail subscribers. The City acknowledges and agrees that SiFi has the right to install the System within the Boundary using the Public Way in order to make the delivery of Service over the System available to all Primary Premises within the Boundary, subject to the terms and conditions of this Agreement. The Parties acknowledge and agree that there is no agreed design or configuration of the actual location of the System within the Public Way at this time and that SiFi shall submit such designs specification, plan and associated details to the City for approval when ready. The City will work with SiFi to approve the physical location of the fiber optic cable and other equipment and components of the System in, on, over, under, upon, across, or along the Public Way and from the Public Way to the Premises Wall.

3.2 Certain Permit Rights and Obligations. SiFi is deemed to have approval to locate the System within the Boundary, subject to applicable permits including but not limited to encroachment, licenses, or other forms of plan review and approval or authorization necessary to construct, install, operate, maintain, replace, reconstruct, or repair the System, or any part thereof, during the term of this Agreement and any extensions. Construction and installation of the System shall be performed in a safe manner using materials of good quality. City will not issue additional permits if SiFi remains in an uncured material breach of this Agreement. Unless approved by City Engineer, all permits shall provide for and allow SiFi and its contractors operational hours as described in Section 3.3 below. SiFi will adhere to all City building code and other applicable City requirements; provided, however in the event of an inconsistency or conflict between the permission granted to SiFi pursuant to this Agreement and a City building code provision, the City building code provision will be interpreted in a manner that supports the objectives and intent of this Agreement.

3.3 Working Hours. City agrees SiFi's contractors working hours are Monday through Friday from 7:00 AM to 5:00 PM on residential streets; provided that, work will be performed as specified below:

- 7AM - 9AM Toolbox talks / Prep / Move to site, etc.
- 9AM - 3PM Microtrenching / Reinstatement/Handholes / Laterals, etc.
- 3PM - 5PM Site clean-up, etc.
- 5PM off-site. All material stockpiles, equipment, and contractor equipment to be completely removed from the public right-of-way by 5 p.m.
- Arterial streets work hours are limited from 9AM to 3PM.
- Work within 1,000 feet of a School Zone subject to review and approval of City Engineer.
- Work on Saturdays and City Holidays requires City pre-approval and if approved may be allowed between the hours of 9AM to 3PM to perform punch list repairs and other clean-up activities only.

SECTION 4

4. Construction and Facilities.

4.1 The City acknowledges that SiFi and its contractors intend to use varying construction techniques for the System Construction and deployment, which may include any of the following, and which shall comply with the City's Excavation and Right-of-Way Encroachment Policy:

- (i) traditional open trench and/or directional boring;
- (ii) slot cut Microtrenching as set forth in the specifications set forth in Exhibit A to this Agreement;
- (iii) the use of a ground penetration radar system as the primary method for identifying underground utilities prior to any Microtrenching;
- (iv) techniques ancillary or related to the foregoing.

Subject to review of each Work Zone permit, or sub-permits as may be required, the City hereby approves each of the above referenced construction methods and the specifications in Exhibit A and agrees to work cooperatively with SiFi in reviewing all other potential construction methods and System locations in the event of conflict with the City's Excavation and Right-of-Way Encroachment Policy.

4.2 Location of Equipment/Facilities.

4.2.1 **Facilities.** During the Term, the City shall provide SiFi, as needed, with access to and use of the Facilities for the installation and operation of up to three (3) SiFi's Shelters (enclosed area of approximately one thousand (1,000) square feet per location for each Shelter) subject to a separate lease, easement or another suitable agreement to be negotiated in good faith between the parties including payment by SiFi of fair market value for the use and occupancy of each such Shelter Facility on City-owned land.

4.2.2 **Shelters and Cabinets Locations.** SiFi will identify and provide to the City a selection of suitable sites, which the City and SiFi agree to cooperatively review. However, City has sole and absolute but reasonable discretion to reject a proposed location; provided that, the City will use reasonable efforts to offer suitable alternative locations. SiFi agrees to provide engineering designs including intended locations of the Shelters and Cabinets required for the System to the City prior to Construction in accordance with City's permitting process.

SECTION 5

5. Oversight and Regulation by City.

5.1 **Oversight of Construction.** In accordance with applicable law, the City shall have the right to oversee, inspect and approve the Construction of the System in the Public Way.

5.2 **Compliance with Applicable Laws and Orders.** SiFi shall, at all times during the Term, be subject to and comply in all material respects with all applicable federal, state and local laws and orders from government agencies and courts of competent jurisdiction.

SECTION 6

6. Insurance.

6.1 SiFi and its contractors shall procure and maintain from the date of start of Construction for the duration of the term of the Agreement, appropriate insurance for the services SiFi or its contractor performs, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SiFi, its agents, representatives, employees, or subcontractors.

6.2 **Minimum Scope and Limit of Coverage.** Coverage shall be at least as broad as:

A. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include blanket contractual liability and broad form property damage, premises, operations, explosion, collapse, underground hazard (commonly referred to as "X", "C" and "U" coverages

B. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

C. **Workers' Compensation:** Workers Compensation insurance as required by the State, with Statutory Limits, and Employers' Liability insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.

D. **Excess Liability Insurance.** In an amount not less than Five Million Dollars (\$5,000,000.00) applying in excess over all limits and coverages noted in paragraphs A, B and C above.

E. **Professional Liability.** Professional Liability with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.

F. **Pollution:** Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors

Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

If the Contractor or SiFi maintains broader coverage and/or higher limits than the minimums shown above for all policies in paragraphs A through F inclusive, above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor or SiFi. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City to the extent necessary to cover any actual damages suffered by the City.

6.3 Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, SiFi shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or SiFi shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6.4 Other Insurance Provisions:

A. Additional Insured. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SiFi including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of SiFi. General liability coverage can be provided in the form of an endorsement to the SiFi's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

B. Primary Insurance. For any claims related to this project, SiFi's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the SiFi's insurance and shall not contribute with it.

C. Notice of Cancellation. SiFi shall provide prompt written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, SiFi shall forthwith obtain and submit proof of substitute insurance.

D. Builder's Risk (Course of Construction) Insurance. SiFi may, if requested by the City, submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure,

machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

F. Waiver of Subrogation. SiFi hereby agrees to waive rights of subrogation which any insurer of SiFi may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

G. Verification of Coverage. SiFi shall furnish, upon request, the City with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before the date of the start of Construction. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

H. Contractor/Subcontractors. SiFi shall require that the Contractor and all subcontractors maintain insurance meeting all requirements stated herein, as applicable to the scope of their respective services, and SiFi shall require the Contractor and all the subcontractors to list City as an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

I. Special Risks or Circumstances. City reserves the right to modify, at any time, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

J. Maintenance Obligation. From the Commencement of Construction and throughout the Term of this Agreement, SiFi, and its successors and assigns, shall be obligated to maintain and restore the condition of the Public Way directly impacted by the Construction of the System and such obligation shall be supported by cash in escrow, subject to a mutually agreed escrow agreement, in an aggregate annual amount of not less than one million dollars (\$1,000,000.00) and following Substantial Completion as determined by the City, SiFi shall maintain a cash account managed by the City of not less than fifty thousand dollars (\$50,000), which shall be subject to said escrow agreement or subject to a separate escrow agreement, as the case may be. SiFi may replace the initial one million dollars (\$1,000,000) cash in escrow with either: (i) a maintenance bond in accordance with the City's bonding requirements, or (ii) an irrevocable letter of credit from a financial institution approved by the City.

SECTION 7

7. Parties' Obligations.

7.1 **Obligations of the City.** In addition to all other duties and obligations contained elsewhere in this Agreement, City has the following duties and obligations:

(i) Provide a single point of contact ("**SPOC**") for SiFi, which SPOC will be responsible to address all issues related to the System, providing coordination with and act as a liaison to City departments, and serving as a communication and troubleshooting resource for SiFi.

(ii) To the extent feasible, offer the full cooperation of all City departments with respect to relevant issues with respect to the System. Such cooperation will be supervised by the SPOC.

(iii) Participate in regular status meetings for the coordination of all matters related to the System.

(iv) Provide efficient and diligent, as specified in Section 2.5, good faith review of all applications for permits submitted by SiFi or its representatives or contractors, including permits or other necessary items for construction work on the System within the Public Way.

(v) In the event emergency repairs by the City or its contractors in the Public Way are necessary, coordinate the repairs with SiFi, any utilities or other users of the Public Way, in order to facilitate prompt repairs, such coordination to be supervised by the SPOC and the SPOC shall keep SiFi continually apprised of the status of such repairs.

(vi) Except in case of emergency, City will provide SiFi with a least thirty (30) days advance notice of any work in the Public Way that requires the relocation of the System. In addition, where feasible, the City will provide SiFi with an opportunity to access the System at the time of the excavation in the Public Way by others.

(vii) City shall and shall require its contractors to exercise reasonable care when performing work in the Public Way to protect SiFi's System, and City shall be liable to SiFi for any damages to the System resulting from City's or its contractors' negligence or willful misconduct; provided, however, that City shall have no liability for damages resulting from inaccuracies in the as-built drawings provided by SiFi pursuant to Section 7.2(iv).

(viii) City agrees that SiFi shall have the right, subject to the terms and conditions herein, to construct and maintain the System on recently resurfaced public streets.

(ix) City hereby agrees that access to and from the FAB and/or or Toby Box to extend the Drop to a Premise does not require permits from the City.

7.2 **Obligations of SiFi.** In addition to all other duties and obligations contained elsewhere in this Agreement, SiFi has the following duties and obligations:

(i) Work closely with the SPOC of the City and relevant City departments with respect to the construction of the System.

(ii) Comply with all requirements of City for permit and Public Way use applications, to the extent they may be required.

(iii) Maintain or provide for the maintenance of the System.

(iv) To comply with all state, federal and local laws relating to economic sanctions in response to Russia's actions in Ukraine including, but not limited to, California Governor Gavin Newsom's Executive Order (EO) N-6-22 and the U.S Department of Treasury sanctions referenced therein.

(v) Provide to the City the following, upon its prior written request but no more on an annual basis, unless specifically identified below, the following:

(a) All initial drawings as GIS data files (as defined in the City of Escondido GIS Data Standard) along with a Project Report (as defined in Section 4.5 of the City of Escondido GIS Project Requirements);

(b) Weekly/monthly/quarterly updated GIS data files, along with an updated Project Report as defined in Section 4.5 of the City of Escondido GIS Project Requirements);

(c) "Redline" drawings (as defined in Section 4.5 of the City of Escondido GIS Project Requirements) of other City assets that are different to an approved permit;

(d) Email and phone support for GIS data transfer efforts, redline asset edit advisories, and the QAQC of GIS data (as defined in Section 3.2 of the City of Escondido GIS Project Requirements); and

(e) Reimbursement via the DDA referenced in paragraph 2.6 for GIS data transfer costs, including the temporary hiring of a GIS Technician to process the incoming GIS data, if required;

(vi) SiFi and its contractors shall register with the State's safe excavation notification system.

(vii) When work to be performed by the City or its contractors is reasonably required to be within two inches (2") radius from the SiFi System in accordance with industry standards ("**Conflict**"), City shall provide SiFi with not less than sixty (60) days written notice of such Conflict, except in case of emergency, and City shall provide all reasonable accommodations including excavating to the SiFi impacted facilities as reasonably requested by SiFi to allow and facilitate coordination with the City contractor in order for SiFi to protect, or to temporarily or permanently relocate the impacted portion of the System; provided that, SiFi shall bear the direct reasonable cost for additional delays or costs incurred by the City for such Conflict work, and City will not be liable to SiFi for any resulting damages to the System.

If, after its receipt of a Conflict relocation notice per the preceding paragraph, SiFi fails or refuses to relocate, within the time period identified in such notice, its facilities located in, on, upon, along, under, over, across or above any Public Way or to pave, surface, grade, repave, resurface or regrade as required, pursuant to any provision of the Agreement, the City or other public entity may cause the work to be done and will keep an itemized account of the entire cost thereof, and SiFi shall hold harmless the City, its officers and employees from any liability, claims or damages which may arise or be claimed to arise from the moving, cutting, or alteration of any of SiFi's facilities, or the turning on or off of water, oil, or other liquid, gas, or electricity. In addition, SiFi agrees to, and shall, reimburse the City for such cost within forty-five (45) days after presentation to SiFi of an itemized account of such costs.

(viii) SiFi shall be solely responsible for all repairs, maintenance, and adjustments to the System; provided that City will require its contractors and agents to indemnify SiFi, as a third party, for any damages to the System, Improvements and Facilities caused by City contractors or its agents.

(ix) SiFi and/or SiFi's contractors will provide the following response times in connection with repairs based upon one of the following categories:

(1) Non-life-threatening Emergency Response ("NON-LTER")

(a) Description: Curb and gutter projects, and utility (including telecommunications) projects requiring relocation, repair, or replacement that are impacted by the SiFi System and/or may impact the SiFi System, provided that any such NON-LTER repair is subject to the then current California Dig Safe laws and regulations, and all other applicable laws and regulations.

(b) SiFi response time: On-site within five (5) days.

(2) Life Threatening Emergency Response ("LTER")

(a) Description: Break or hit in the main gas, main electric, main water, or main sewer or storm line in the Public Way that has an immediate and direct impact to the traveling safety of the public in or around the Public Way, and wherein the City's ability to implement repairs is impacted by the SiFi System and/or City repairs may impact the SiFi System.

(b) SiFi contractor's response time: On-site within twenty-four (24) hours.

(x) Prior to the date of start of Construction, SiFi shall provide the name and contact information of a representative whose responsibility shall be to field public inquiries or complaints relative to system Construction. This person's contact information shall be included on any Construction notifications disseminated to the public. The person shall be available to answer public inquiries during SiFi's contractor's working hours. SiFi shall inform the City of changes to the designated contact person within five business days of such change.

(xi) SiFi, through its FiberCity® Aid Program, will provide internet service providers ("ISPs") providing services over the System with a reduced wholesale rate to encourage and enable such ISPs, subject to ISPs participation, to provide low-cost gigabit internet service to a number of qualified low-income subscribers, by applying subscriber qualification criteria established by the City in its discretion, not to exceed six thousand four hundred eighty (6,480) of all residential Primary Premises.

(xii) SiFi will facilitate the City's use of the System for governmental internal data communication and non-retail purposes at rates substantially less than current market rates pursuant to the agreement described in Section 2.8.

SiFi recognizes the importance of cyber and network security and strives for continuous improvement in all its systems. Therefore, the security systems and protocols of SiFi's network operators and ISPs are considered in selecting the partners that meet industry standards.

SECTION 8

8. Breach; Rights and Remedies; Termination; Indemnification.

8.1. **SiFi Breach or Default.** In the event the City believes that SiFi has not complied with or is otherwise in default with regard to any material term of this Agreement, the City shall promptly notify SiFi in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "**City Breach Notice**"). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of the City hereunder unless and only to the extent that SiFi is materially prejudiced by such failure. City agrees that it shall not issue a City Breach Notice and shall not raise any claims for breach against SiFi, if such breach would not have occurred or such claim would not have been raised had the City issued a permit(s) required and when required, when SiFi has provided the reasonably required information for such a permit, to construct the System or any part thereof to SiFi or its contractor(s).

8.1.1 **SiFi's Right to Cure or Respond.** SiFi shall have forty-five (45) days from its receipt of a City Breach Notice (the "**Initial SiFi Cure Period**") to:

(i) respond to the City, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of SiFi's response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity to resolve such contest; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the Initial SiFi Cure Period, so long as SiFi initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies the City of the steps being taken and the projected date that they will be completed, the Initial SiFi Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from SiFi's receipt of a City Breach Notice (the "**Extended SiFi Cure Period**") and together with the Initial SiFi Cure Period, the "**SiFi Cure Period**").

8.1.2 **City Rights and Remedies.**

(i) Except as provided in Section 8.1.2(ii), below, which shall control in connection with the events described therein, if SiFi fails to cure any actual noncompliance or default as provided in Section 8.1.1(ii) above within the SiFi's Cure Period, the City may:

(a) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;

(b) seek money damages from SiFi; or

(c) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.

(ii) In the event of termination of this Agreement City shall allow SiFi to continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement. The City shall however have authority over all extensions of the FON in the Public Way. In the event City elects to permit SiFi to continue all network operations, such permission may include mutually agreed and executed amendment of this Agreement, including but not limited to a requirement for additional compensation to be mutually agreed upon by City and SiFi.

8.2 City Breach or Default. In the event SiFi believes that the City has not complied with or is otherwise in default with regard to any term of this Agreement, SiFi shall promptly notify the City in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "**SiFi Breach Notice**"). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of SiFi hereunder unless and only to the extent that the City is materially prejudiced by such failure.

8.2.1 City's Right to Cure or Respond. The City shall have forty-five (45) days from its receipt of a SiFi Breach Notice (the "**City Cure Period**"); provided that the City Cure Period for a failure of the City to review permit applications and issue a permit(s) necessary to construct the System as required under Section 3.2 (a "**Permit Issuance Breach**") shall be seven (7) days from its receipt of a SiFi Breach Notice to:

(i) respond to SiFi, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of the City's response, each Party shall be entitled to seek the rights and remedies provided herein; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the City Cure Period, so long as the City initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies SiFi of the steps being taken and the projected date that they will be completed, the City Cure Period shall be extended for a reasonable

amount of time to permit such cure but not to exceed ninety (90) days from the City's receipt of a SiFi Breach Notice (the "**Extended City Cure Period**"); provided further, however, no Extended City Cure Period shall apply to a Permit Issuance Breach.

8.2.2 **SiFi Rights and Remedies.** If the City fails to cure any actual noncompliance or default as provided in Section 8.2.1(ii) above within the applicable City Cure Period, the City shall not be liable for money damages, and SiFi's sole and exclusive remedies are to:

- (i) seek specific performance of any provision of this Agreement; or
- (ii) terminate this Agreement.

8.3 **Additional Rights to Terminate.**

8.3.1 At any time prior to commencing Construction, SiFi shall have the immediate right, at its option, upon written notice to the City to terminate this Agreement.

8.3.2 A Party shall have the right, at its option, upon notice to the other Party to terminate this Agreement if the other Party becomes (i) insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (ii) subject to any bankruptcy or insolvency proceeding under federal, state or foreign statutes which is not rescinded or dismissed within thirty (30) days.

8.4 **Indemnification.**

8.4.1 SiFi represents and warrants that to the extent of its knowledge it does not require any state and federal regulatory authorizations to construct, operate, maintain and manage the System. SiFi agrees to defend, indemnify and hold the City, its officials, officers, employees free and harmless from any and all claims, demands, penalties or proceedings resulting from any breach of this warranty or in connection with SiFi's compliance with state and federal laws and regulations applicable to installation, maintenance and operation of the System.

8.4.2 SiFi shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged acts, omissions, negligence or willful misconduct of SiFi, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all attorney's fees and other related costs and expenses except where caused by the active negligence, sole negligence, or willful misconduct of the City its officers, officials, employees and volunteers. SiFi shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. SiFi shall pay and satisfy any judgment, award or decree, including an award of attorney's fees, that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. SiFi shall reimburse the City, its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. SiFi's obligation to indemnify shall not be

restricted to insurance proceeds, if any, received by the City its officials, officers, employees, agents or volunteers.

8.5 Limitation of Liability. EXCEPT WITH RESPECT TO SiFi's INDEMNITY OBLIGATIONS UNDER SECTION 8.4, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ANY LOST SAVINGS OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EQUITY AND DEBT HOLDERS, PARTNERS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, FROM CLAIMS FOR ANY SUCH DAMAGES. SiFi per occurrence liability under this Agreement shall be limited to the higher of five million dollars (\$5,000,000) or the amount of available applicable insurance coverage. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 8.5 will survive expiration or termination of this Agreement.

SECTION 9

9. Disputes.

9.1 For all claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System which cannot be settled through negotiation, the Parties agree first to try in good faith to settle the matter by mediation in San Diego County prior to commencing litigation.

9.2 All claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, not resolved informally or through mediation shall be decided in a court of law. The sole and exclusive venue for all claims, disputes or controversies arising out of, or in connection within the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be the United States District Court with applicable federal jurisdiction for the City or, if there is no federal court jurisdiction, in San Diego Superior Court, North County branch.

SECTION 10

10. Miscellaneous Provisions

10.1 **Assignment.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns as provided herein. The City shall not be permitted to assign, sell or transfer this Agreement, or its rights and duties under this Agreement, without the prior written consent of SiFi, which consent shall not be unreasonably withheld, conditioned, or delayed. SiFi shall have the right to assign, novate, sell, encumber, or transfer this Agreement and the System or any part thereof, without the consent of the City to SiFi's principal, affiliates, subsidiaries, subsidiaries of its principal or any entity which acquires all or substantially all of the SiFi's assets in the market by reason of a merger, acquisition, or other business reorganization, provided such assignee, purchaser, or transferee (i) has all appropriate licenses, to the extent SiFi's licenses, permits and approvals cannot be assigned or transferred, for the operation, management, and maintenance of the

facilities contemplated herein, and (ii) has sufficient financial resources to fulfill all applicable terms and obligations under this Agreement. At least thirty (30) days prior to the effective date, or as soon as practicable, of any such assignment, sale or transfer, SiFi shall provide City with a fully executed copy of the assignment, sale or transfer document, signed by both SiFi and assignee/purchaser/transferee, indicating the assignee's/purchaser's/ transferee's assumption of all of SiFi's performance duties, liabilities and obligations under this Agreement. SiFi shall not be relieved of its performance duties, liabilities or obligations under this Agreement until City is in receipt, of a fully executed copy of the document evidencing such assignment of the obligations herein and the assignee's/purchaser's/transferee's assumption of SiFi's performance duties, liabilities, and obligations under this Agreement. SiFi may not otherwise assign this Agreement or the System without City's consent, City's consent not to be unreasonably withheld, conditioned, or delayed. Upon any such City-approved assignment, sale, transfer, or novation, SiFi shall be released from all obligations and liabilities under this Agreement from and after the date of such assignment. SiFi shall give the City fourteen (14) days' advance written notice of such assignment, sale, transfer or novation disclosing the identity of the Person to whom it has been assigned, transferred, sold or novated. The City agrees from time to time to promptly deliver (and in no event later than thirty (30) days after request by SiFi) to SiFi an estoppel certificate addressed to the assignee, buyer or transferee designated by SiFi, affirming for the benefit of such buyer, assignee or transferee the following (to the extent that the following are then true): the Agreement is in full force and effect; SiFi is not in default thereunder; and such other matters as such assignee, buyer or transferee may reasonably request.

10.2 Force Majeure. Except as otherwise expressly set forth in this Agreement, neither Party will be held in default under, or in breach or noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged defaults occurred or were caused by any of the following events (each a "**Force Majeure Event**"): labor strike, riot, war, earthquake, flood, hurricane, health crisis, pandemic, drought, tornado, unusually severe weather conditions, or other act of nature, labor disputes, failure of utility service necessary to construct the System, governmental, administrative or judicial order, or other event that is beyond the Party's reasonable control. Force Majeure Events also include work delays caused by waiting for (i) utility providers to service or monitor their own utility infrastructure on which SiFi's fiber optic cable and/or equipment may be deployed, as well as unavailability of materials and/or reasonably qualified labor to perform the work or (ii) third parties' acts or omissions within the Public Way which materially interfere with the Parties' ability to perform their obligations under this Agreement.

10.3 Notice. All notices and communications hereunder shall be in writing and shall be served upon the other party by hand delivery, nationally recognized overnight delivery service, United States certified mail, return receipt requested, or by electronic mail and addressed as follows:

IF TO THE CITY:
City of Escondido
201 N Broadway
Escondido, CA 92025
Attn: City Engineer
Email: jprocopio@escondido.org

IF TO SIFI:
SiFi Networks Escondido LLC
103 Foulk Road, Suite 500
Wilmington, DE 19803
Email: NOTICES@SiFiNetworks.com

or to such other address as such Party may hereafter specify for the purpose by notice to the other Party in the manner provided in this Section 10.3. All such notices, requests and other communications will be deemed received on the date of receipt if received prior to 5 p.m. on any business day in the place of receipt. Otherwise, any such notice, request or communication will be deemed not to have been received until the next succeeding business day in the place of receipt. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice.

10.4 **Entire Agreement.** This Agreement, including all Exhibits, embodies the entire understanding and agreement of the City and SiFi with respect to the subject matter hereof. This Agreement supersedes all other agreements whether written, verbal, or otherwise between SiFi and the City with respect to the subject of this Agreement.

10.5 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement (which other terms and provisions shall remain in full force and effect) or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.6 **Governing Law.** This Agreement shall be deemed to be executed in the State and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State as applicable to contracts entered into and performed entirely within the State, irrespective of conflict of laws principles.

10.7 **Modification.** This Agreement shall not be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and SiFi. For the avoidance of doubt, this Agreement cannot be amended or modified orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to amend or modify this Agreement in whole or in part.

10.8 **No Third-Party Beneficiaries.** Nothing in this Agreement or in any prior agreement is or was intended to confer third party beneficiary status on any party or Person not a party to this Agreement including a member of the public.

10.9 **No Waiver of Rights.** Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural that SiFi or the City may have under federal or state law unless such waiver is expressly stated herein.

10.10 **No Rights to the System.** The City expressly agrees that, except as expressly set forth in this Agreement, it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the System, throughout the term of this Agreement. Except as otherwise provided herein, SiFi shall, at all times, retain title to and ownership of the System and all future extensions of the System, and shall have the right to lease the System or parts thereof to a provider of internet, data, voice, video and other services.

10.11 **Representations and Warranties.**

10.11.1 The City represents and warrants to SiFi that: (a) it has full authority (including the authority required by any applicable law, ordinance, rule or regulation) to enter into and perform this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the right, power and authority of the City and have been duly authorized by all necessary action on the part of City, (b) this Agreement has been duly executed and delivered by the City and it constitutes a legal, valid and binding agreement of the City enforceable against the City in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity), and (c) the execution and delivery of this Agreement by the City and its performance hereunder and thereunder will not violate any law, ordinance, rule, or regulation applicable to the City.

10.11.2 SiFi represents and warrants to the City that: (a) it has full authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the power and authority of SiFi and have been duly authorized by all necessary action on the part of SiFi, (b) this Agreement has been duly executed and delivered by SiFi and it constitutes a legal, valid and binding agreement of SiFi enforceable against SiFi in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity), and (c) the execution and delivery of this Agreement by SiFi and its performance hereunder and thereunder will not violate any law, rule, or regulation applicable to SiFi.

10.11.3 OTHER THAN THE EXPLICIT REPRESENTATIONS AND WARRANTIES MADE BY SIFI TO CITY UNDER THIS AGREEMENT, SIFI MAKES NO REPRESENTATIONS OR WARRANTIES TO THE CITY OR ANY PERSON WITH RESPECT TO THE SYSTEM (OR THE COMPONENTS THEREOF) AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT SIFI MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10.12 **No Third-Party Contractual Rights.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either SiFi or the City.

10.13 **No Partnership.** Nothing in this Agreement shall be construed to create an employment, partnership, joint venture or agency relationship between the City and SiFi or any

other relationship other than a contractual relationship as expressly set forth in this Agreement. Neither Party shall in any manner act or indicate to any third party that it is acting as the employee or agent of the other Party. SiFi shall at all times remain an independent contractor. Neither Party shall control or direct the day-to-day affairs of the other Party, or their mode or method of performing their respective obligations hereunder.

10.14 **Headings.** The headings and captions of this Agreement are solely for the convenience of the Parties and shall not be deemed to modify or vary any of the substantive terms thereof.

10.15 **Construction.** Each of the Parties acknowledge that each Party to this Agreement has been represented by counsel in connection with this Agreement. Legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement and is expressly waived. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, and clauses are to Articles, Sections and clauses of this Agreement unless otherwise specified. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

10.16 **Counterparts.** This Agreement may be signed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signatures were upon the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10.17 **Further Assurances.** Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.

10.18 **No Waiver.** No provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom the waiver is to be effective. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

SiFi Networks Escondido LLC
A Delaware Limited Liability Co.

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED
PERSONS WITH DISABILITIES

EXHIBIT A
SPECIFICATIONS, SHELTERS, CABINETS

EXHIBIT A

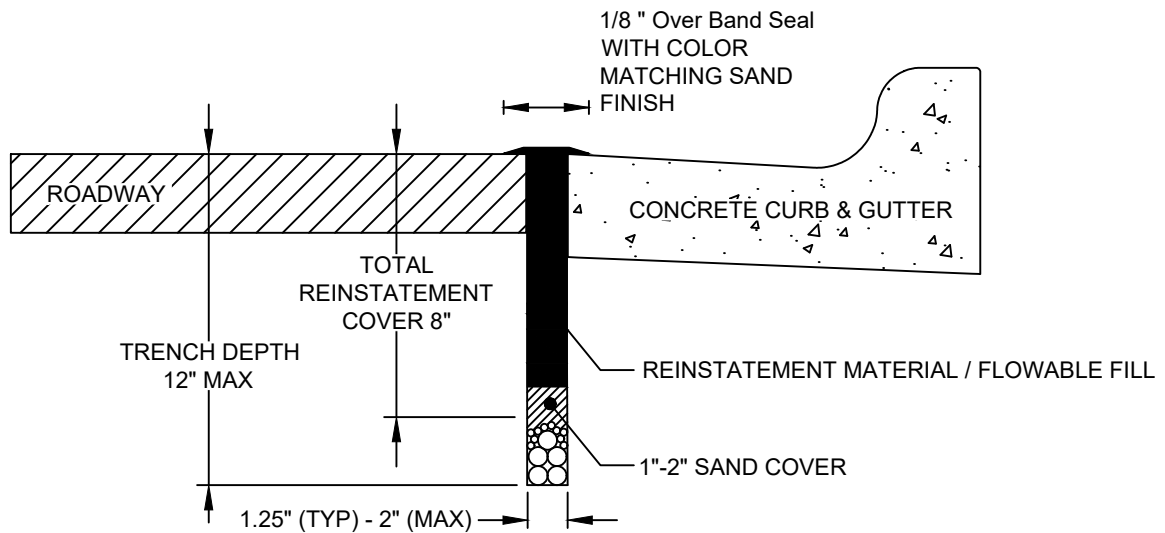
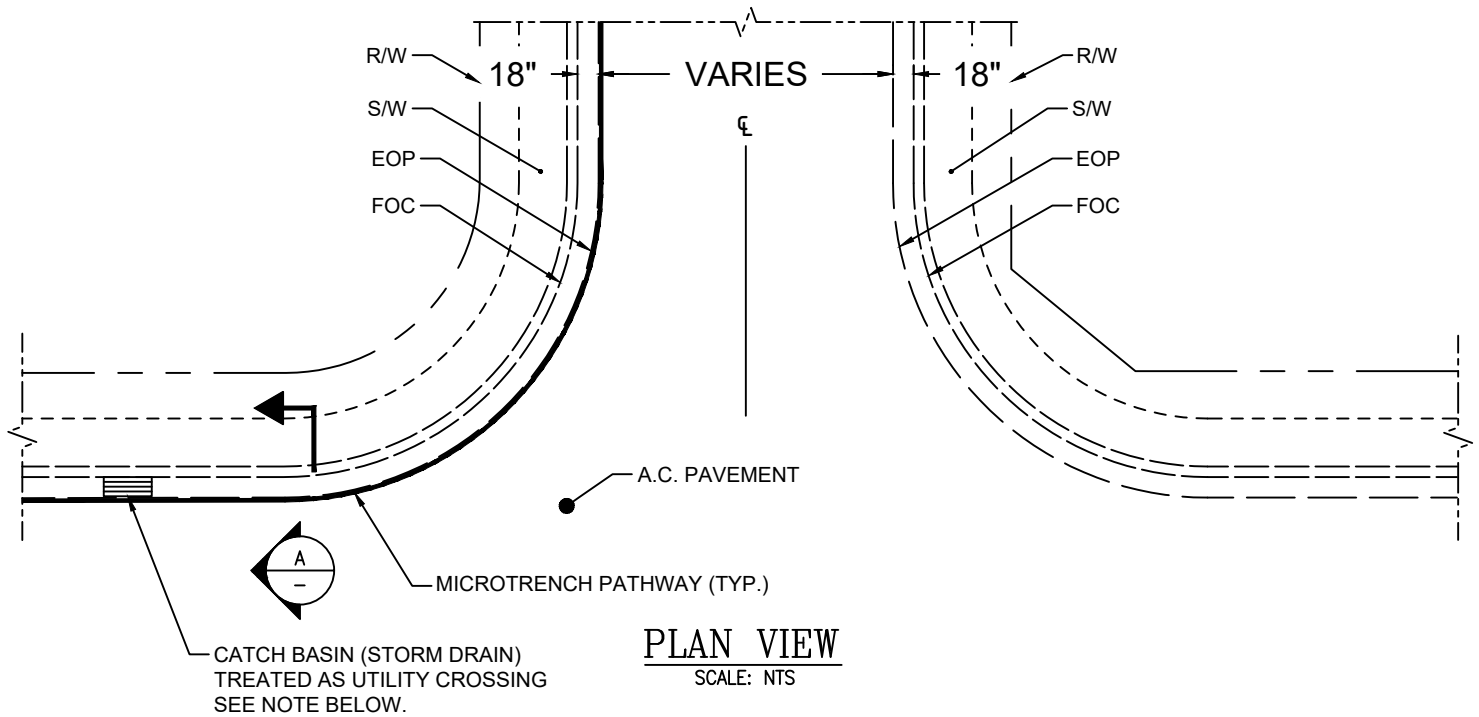
SPECIFICATIONS-SHELTERS-CABINETS
FIBER CITY TYPICAL SPECIFICATIONS
9/13/2022



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Ⓤ	FAB (Fiber Access Box) placement in hardscape with mainline trench in road & hardscape/concrete from curb to property line	23
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Ⓦ	Toby Box specification sheets	25-28

ROADWAY WITH A CURB RETURN



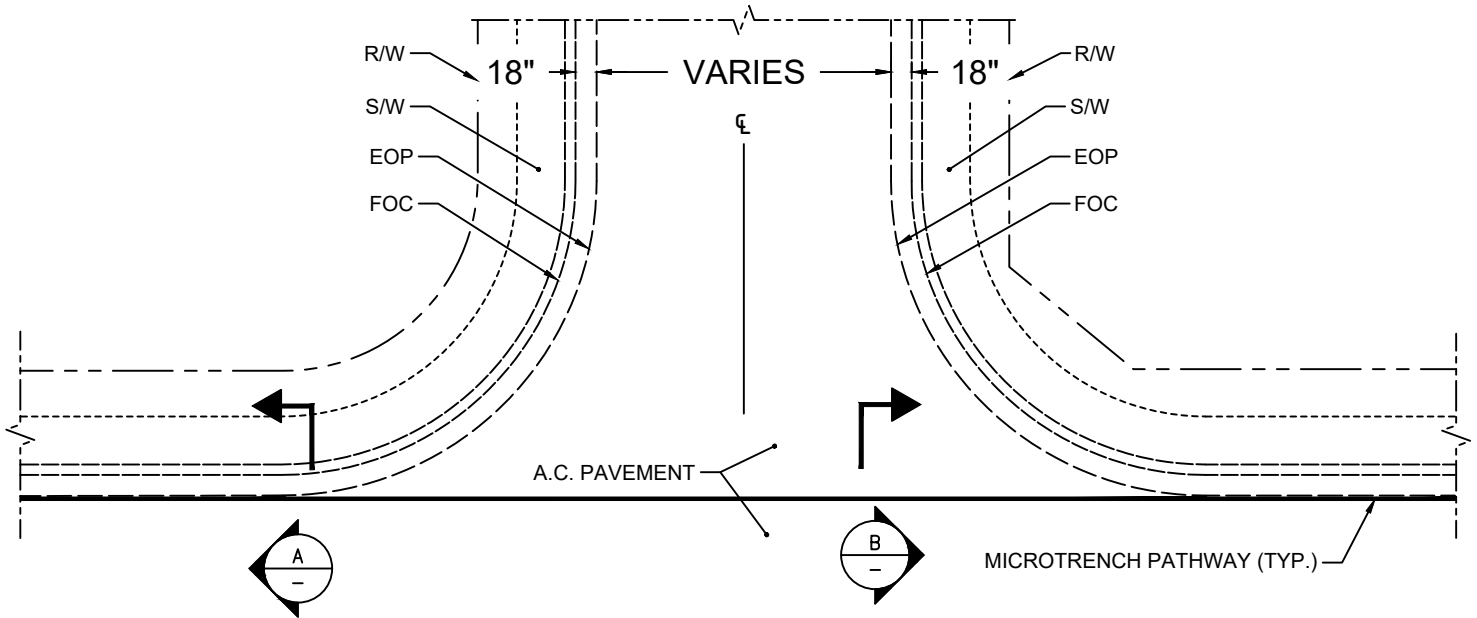
ROADWAY
WITH A CURB
RETURN

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			

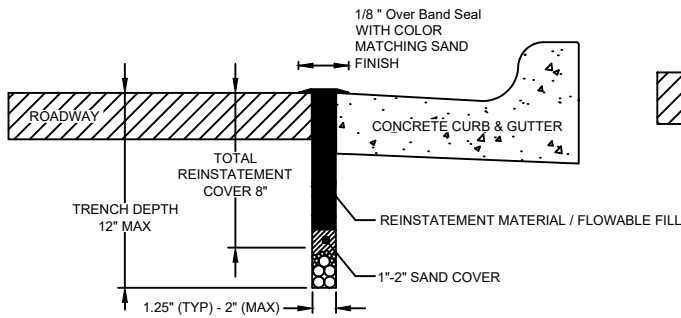


PAGE# 3

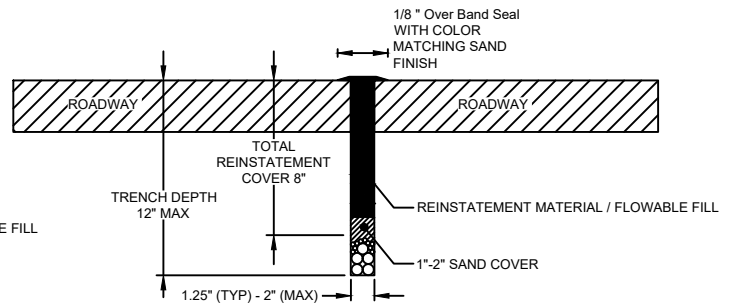
ROADWAY WITH CURB & GUTTER - VARIANT A



PLAN VIEW

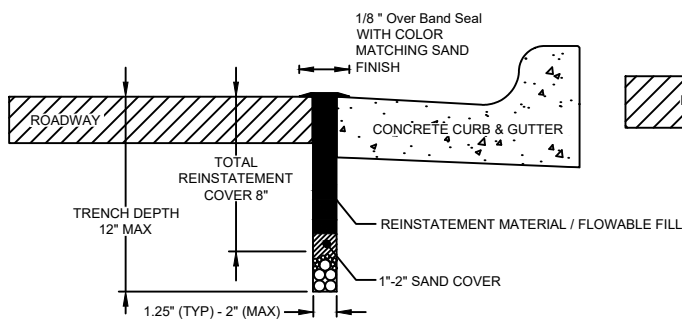
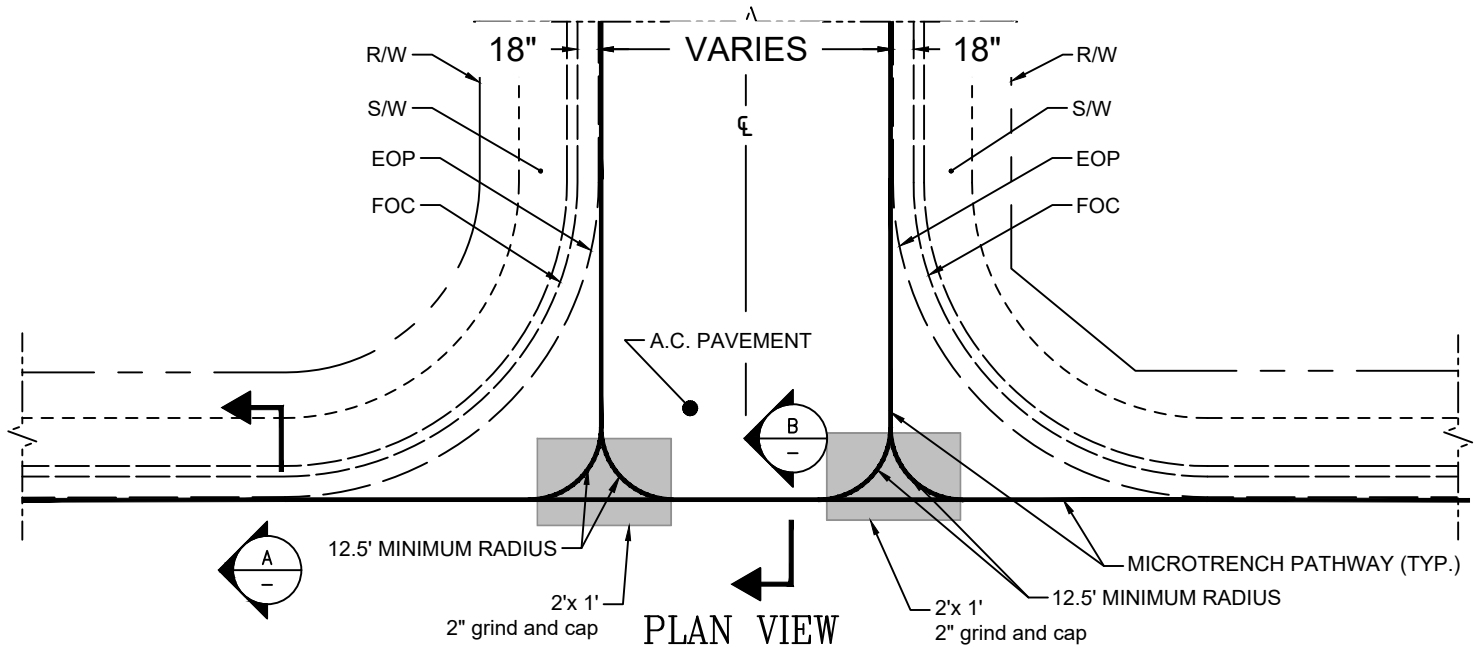


SECTION VIEW A-A

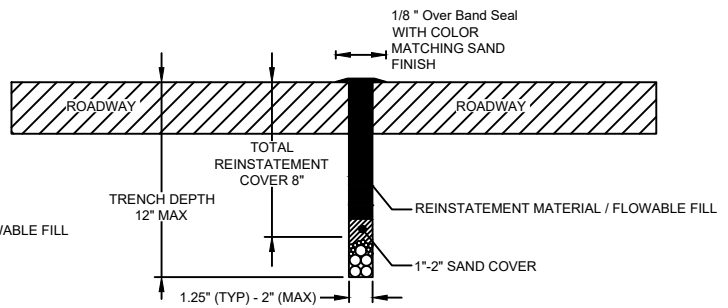


SECTION VIEW B-B

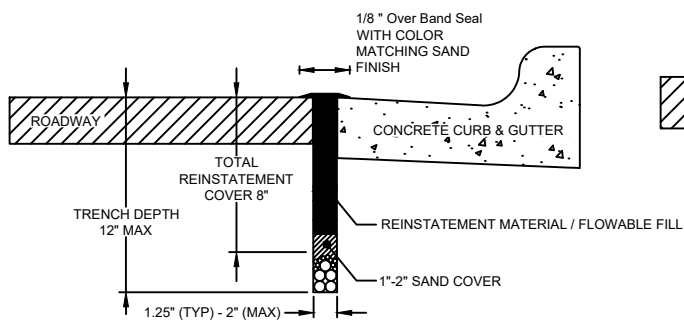
ROADWAY WITH CURB AND GUTTER - VARIANT C



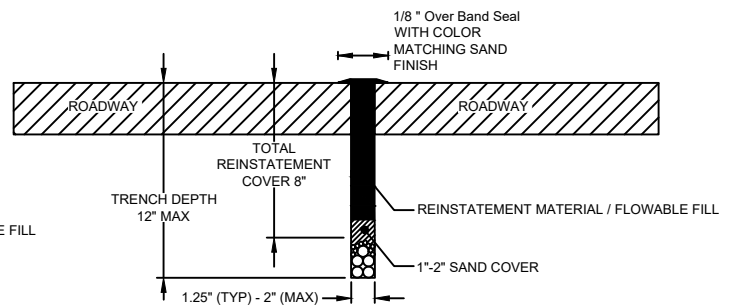
SECTION VIEW A-A



SECTION VIEW B-B



SECTION VIEW A-A



SECTION VIEW B-B




ROADWAY CROSSING

NO.	REVISIONS	BY	DATE

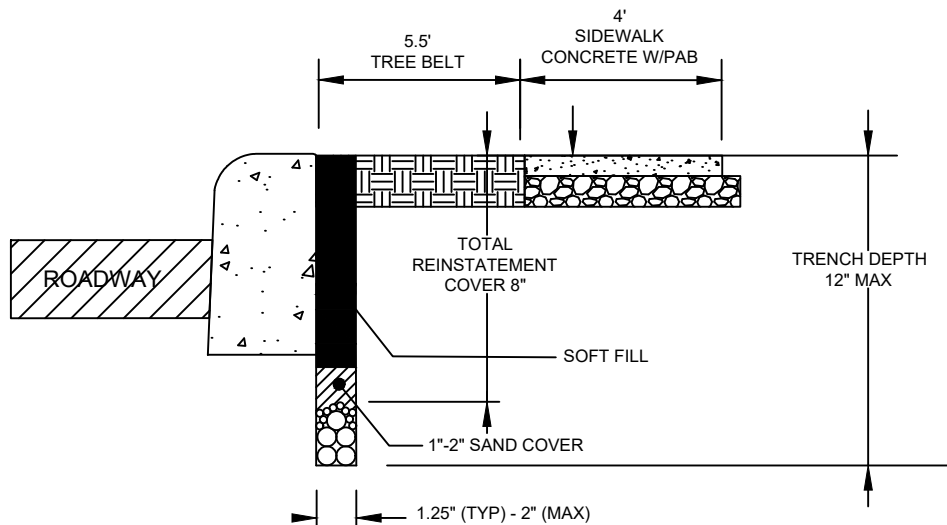
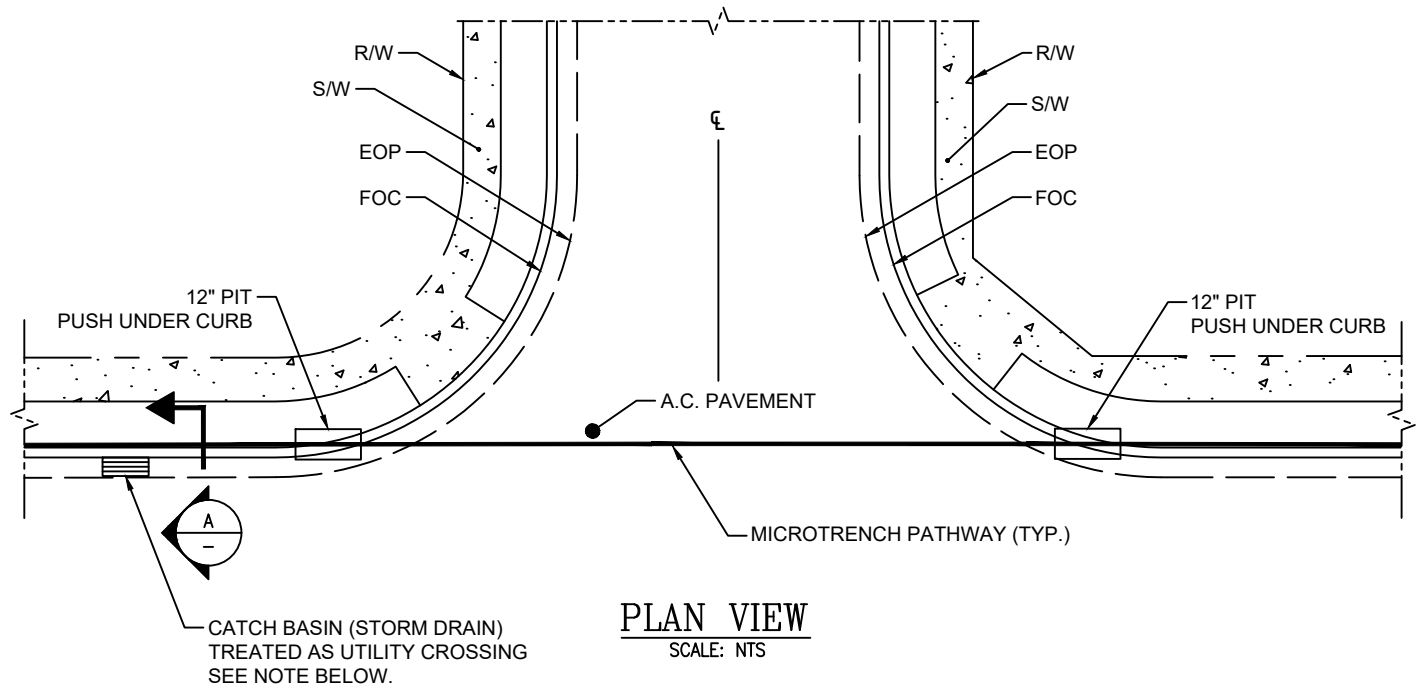
STD DWG

NOT TO SCALE

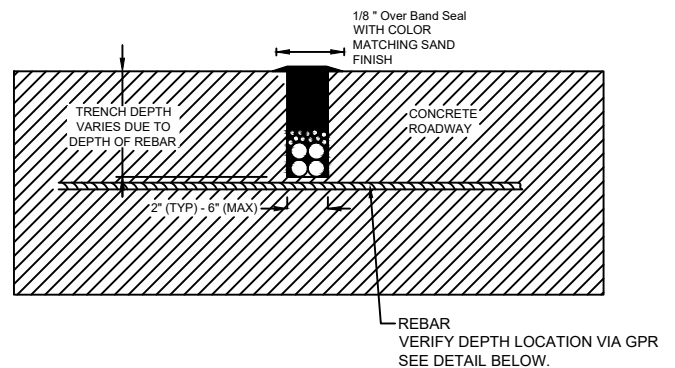
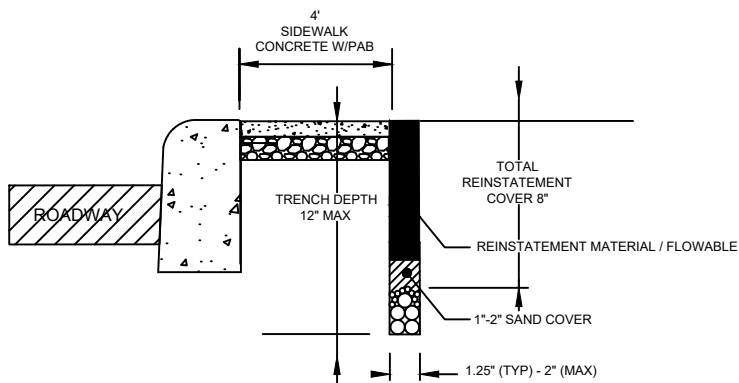
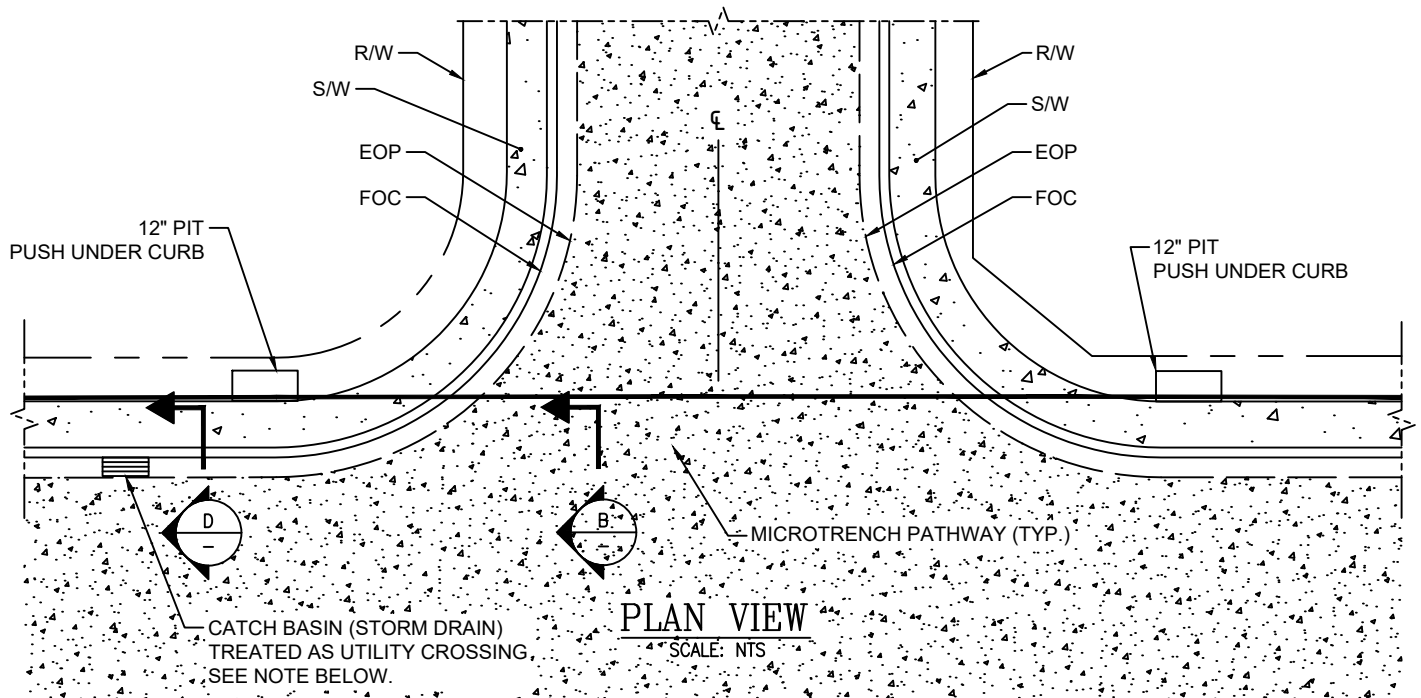


PAGE# 7

ASPHALT ROAD CROSSING FROM BACK OF CURB

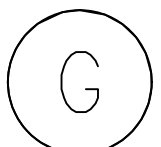


CONCRETE ROAD CROSSING FROM BACK OF SIDEWALK



CONCRETE ROAD
CROSSING FROM
BACK OF SIDEWALK

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



PAGE# 9

STANDARD CHAMBER/INLET PROTECTION

FEATURES:

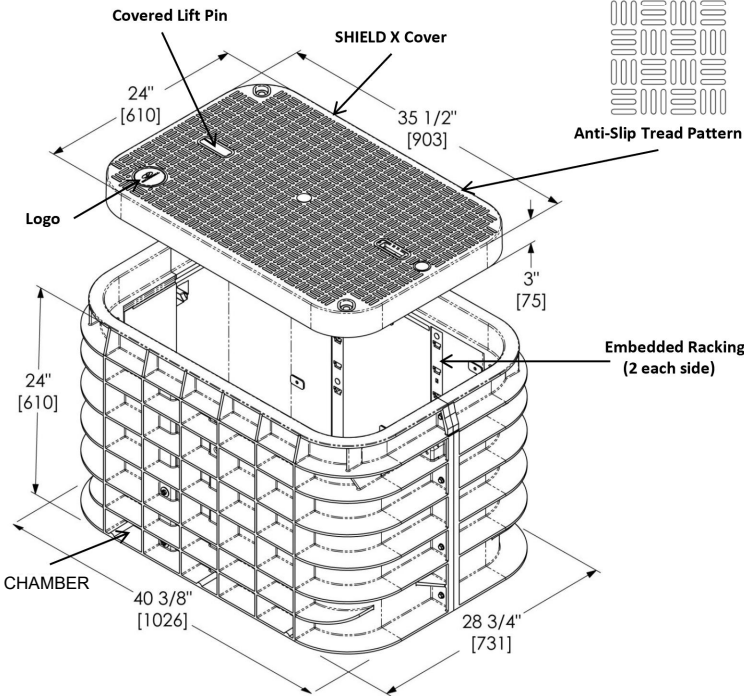
- 24" X 36" X 24" (open floor) (actual dimensions on drawing)
- CHAMBER – SHIELD X COVER- Tier 22 Load Rated (ANSI/SCTE 77: 2013)
- (2) Cover locking Auger bolts, Hex (9/16") or Penta (7/8") head with washer
- (2) Non-Seizing Fastening System, Field Replaceable
- (4) Embedded Composite Rack Support
- (2) Lifting slot equipped with stainless steel pin (slot is approximately 2 ¾"x¾")
- (2) Winterized Cable Drop slide (1 ¼" X 1 ¼")
- (1) Logo Disk

WEIGHT & SHIPPING:

- Cover Weight: 47 lbs
- Box Weight: 55 lbs
- Assembly Weight : 102 lbs

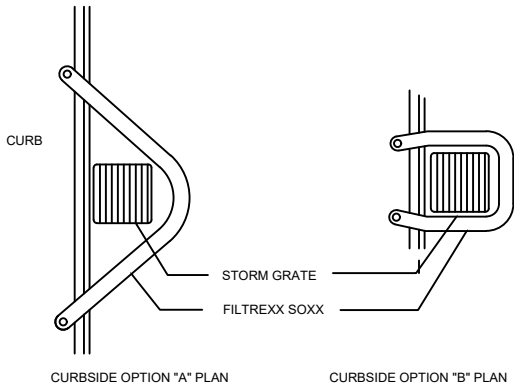
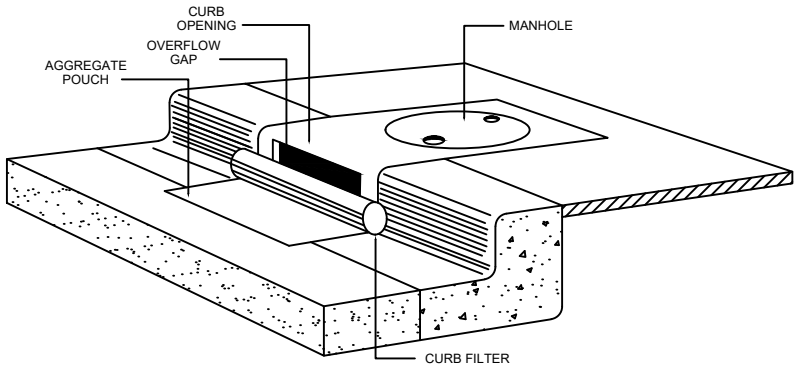
PERFORMANCE TESTING:

- ANSI/SCTE 77: 2013 - TIER 22 Rated (33,750 lbs)
- AS3996 – Class C
- EN124 Class B125
- ASTM C1028-07 & AS-4586 (Slip Resistance)
- 10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
- ASTM D635-06 (Flammability)



Inside Dimensions		
Length	Width	Depth
34 ¾" [873]	22 ¾" [578]	21" [533]

EXCESS SOXX MATERIAL
TO BE DRAWN IN AND TIED OFF TO
2X2 WOODEN STAKE (TYP.)

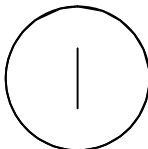


INLET PROTECTION



STANDARD
CHAMBER/INLET
PROTECTION

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



26'-5 $\frac{1}{2}$ "

CONCRETE FOUNDATION/SLAB

HVAC

HVAC

9' X 23'-7 $\frac{1}{4}$ " SHELTER

PLAN VIEW




TYPICAL AGGREGATION SHELTER

NO.	REVISIONS	BY	DATE

STD DWG

NOT TO SCALE



PAGE# 12

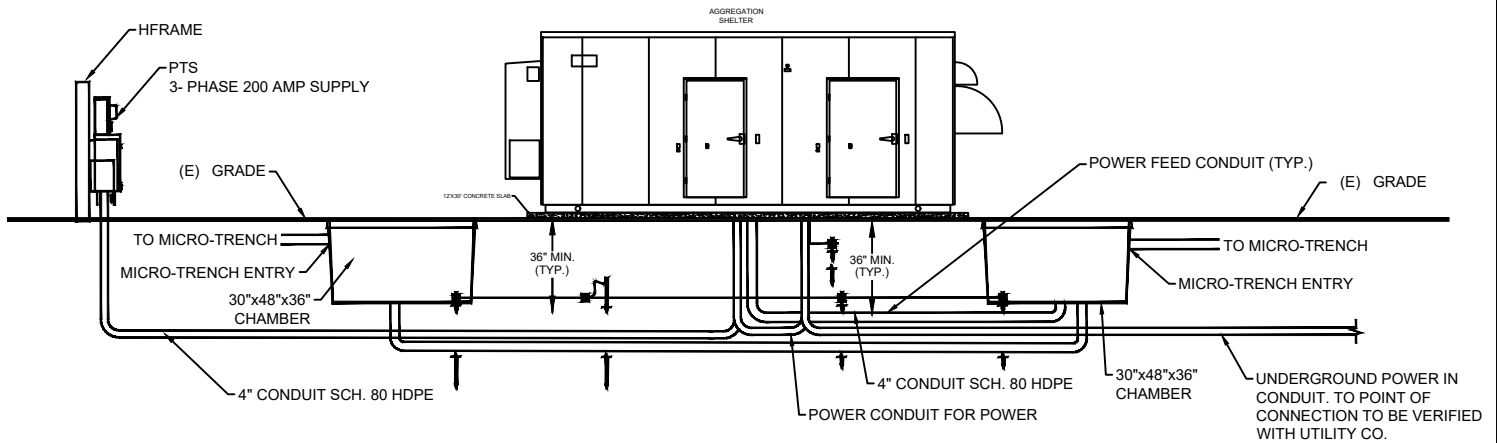
SITE LAYOUT



TYPICAL AGGREGATION SHELTER ELEVATION VIEW

MICRO TRENCH ENTRY NOTE:

- 4" DIAMETER PENETRATION
- 9" DOWN FROM TOP OF CHAMBER
- 6" IN FROM CORNER OF CHAMBER

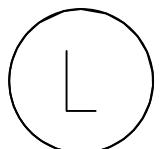


ELEVATION VIEW



TYPICAL
AGGREGATION
SHELTER
ELEVATION VIEW

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			

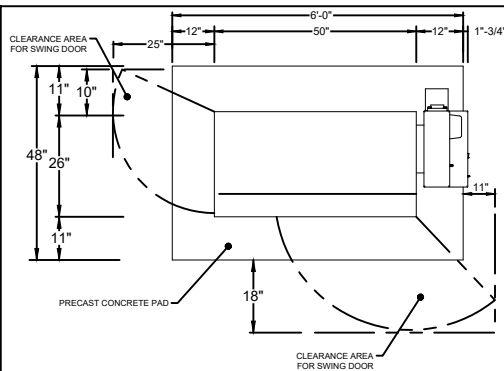


PAGE# 14

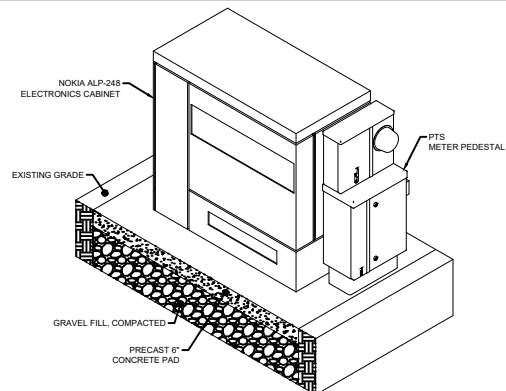
Diagram illustrating the plan view of a sidewalk layout, showing the placement of a precast concrete pad, a Nokia ALP-248 electronics cabinet, and two 30"x48"x36" chambers. The sidewalk width varies by location.

Key components and dimensions:

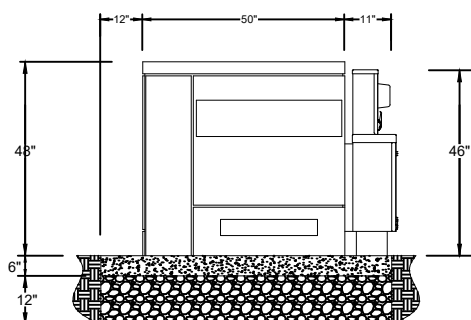
- PRECAST CONCRETE PAD 48"x72"**: The central pad supporting the electronics cabinet.
- NOKIA ALP-248 ELECTRONICS CABINET**: Mounted on the precast concrete pad.
- 30"x48"x36" CHAMBER**: Two chambers flanking the central pad.
- Dimensions**:
 - Vertical dimension: 2'-0" (height of the pad).
 - Horizontal dimension: 9'-6" MINIMUM (spacing between the chambers and the pad).
- Labels**: BOC (Beginning of Component), FOC (Foot of Component), and EOP (End of Pad).



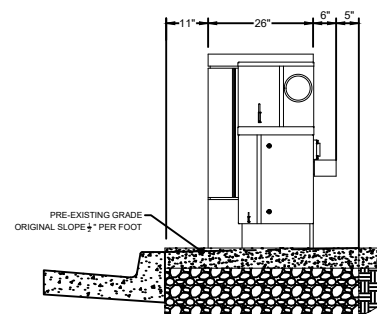
TOP VIEW



BASE VIEW



SIDE VIEW



ELEVATION SHOWS AS EXAMPLE:

- 4' PARK/BEAUTY STRIP
- TYPE B1 6" CURB AND GUTTER

PANEL VIEW



TYPICAL CABINET DETAILS

NO.	REVISIONS	BY	DATE

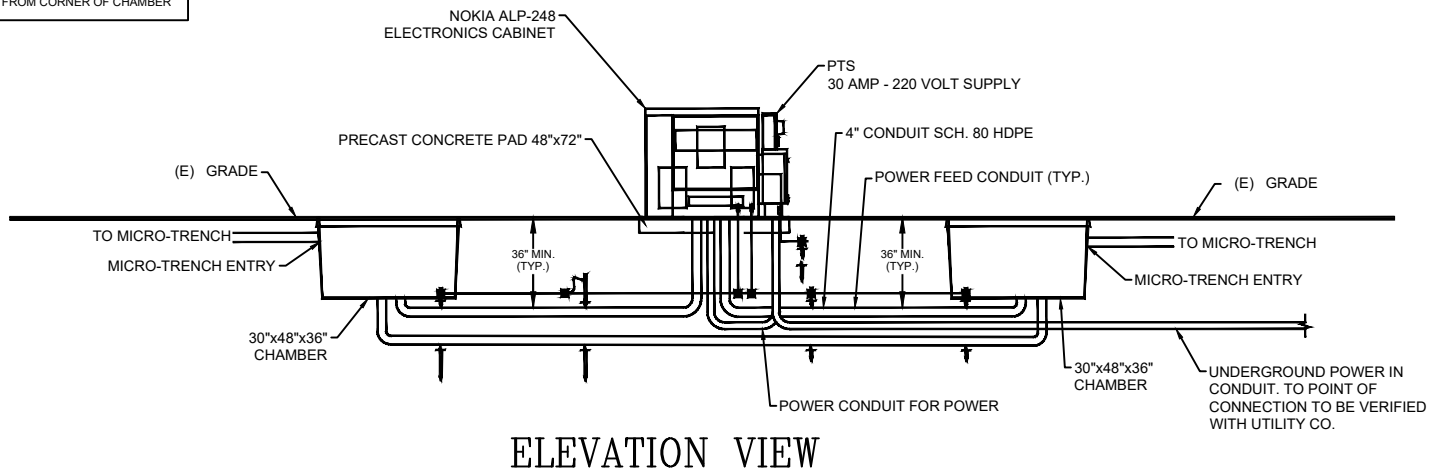
STD DWG	
NOT TO SCALE	



TYPICAL CABINET DETAILS

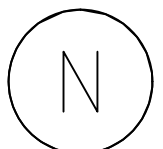
MICRO TRENCH ENTRY NOTE:

- 4" DIAMETER PENETRATION
- 9" DOWN FROM TOP OF CHAMBER
- 6" IN FROM CORNER OF CHAMBER



TYPICAL CABINET
DETAILS

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



PAGE# 16

CABINET & AGGREGATION SHELTER

FEATURES:

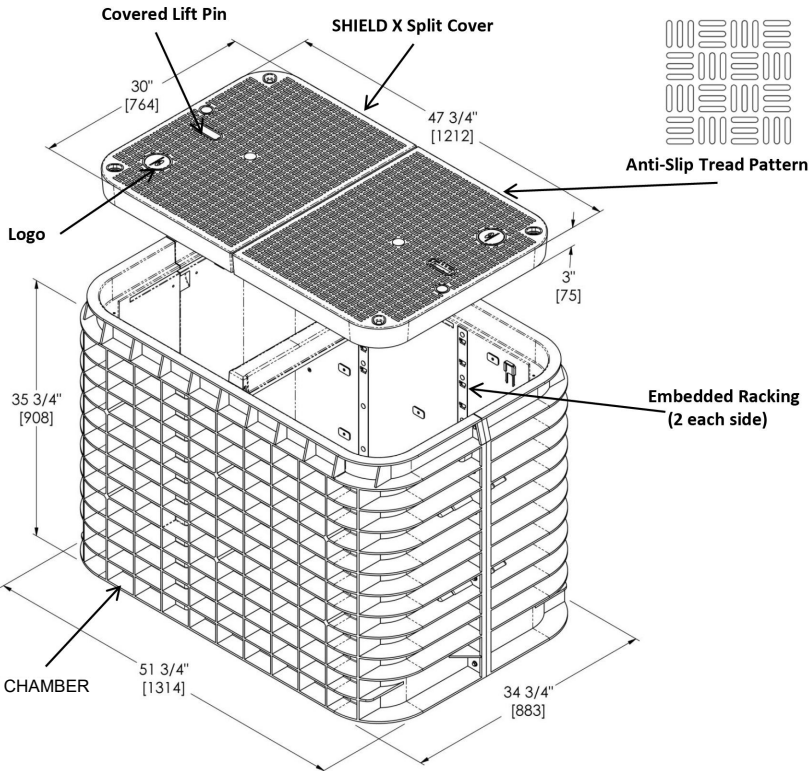
- 30" X 48" X 36" (open floor) (actual dimensions on drawing)
- CHAMBER – SHIELD X Split COVER- Tier 22 Load Rated (ANSI/SCTE 77: 2013)
- (4) Cover locking Auger bolts, Hex (9/16") or Penta (7/8") head with washer
- (4) Non-Seizing Fastening System, Field Replaceable
- (4) Embedded Composite Rack Support
- (1) Lifting slot equipped with stainless steel pin (slot is approximately 2 ¾"x¾")
- (4) Winterized Cable Drop slide (1 ¼" X 1 ¼")
- (1) Galvanized Center Beam
- (2) Logo Disk

WEIGHT & SHIPPING:

- Cover Weight: 50 lbs (Per Half)
- Box Weight: 129 lbs
- Assembly Weight : 229 lbs

PERFORMANCE TESTING:

- ANSI/SCTE 77: 2013 - TIER 22 Rated (33,750 lbs)
- AS3996 – Class C
- EN124 Class B125
- ASTM C1028-07 & AS-4586 (Slip Resistance)
- 10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
- ASTM D635-06 (Flammability)

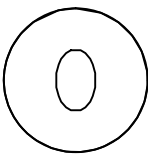


Inside Dimensions		
Length	Width	Depth
46 ½" [1180]	28 ¾" [730]	32 ¾" [832]



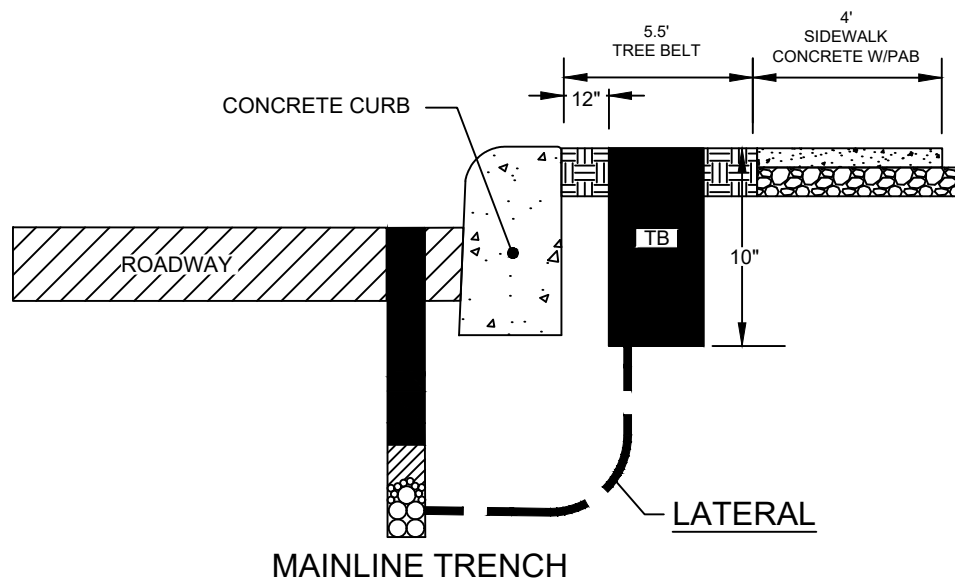
CABINET &
AGGREGATION
SHELTER

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



The diagram illustrates a cross-section of a stormwater management system. From top to bottom, the layers are:

- ROW** (Right of Way) area containing scattered trees and vegetation.
- CONCRETE SIDEWALK** layer.
- GREENBELT/ ASTRO TURF/ SOFTSCAPE** layer, which is 12 inches deep. A tree trunk (labeled **TB**) is shown penetrating this layer.
- CURB** layer.
- MAINLINE TRENCH** at the bottom, indicated by a dashed line.



SECTION VIEW E-E



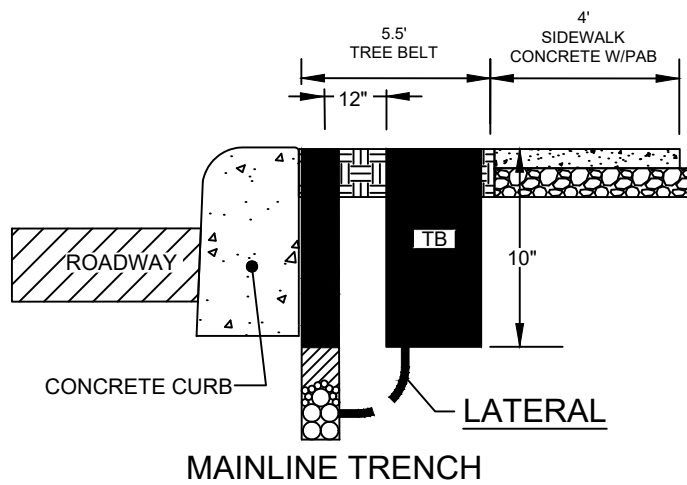
TOBY BOX PLACEMENT IN SOFTSCAPE WITH MAINLINE TRENCH IN ROAD

NO.	REVISIONS	BY	DATE

STD DWG

NOT TO SCALE

P



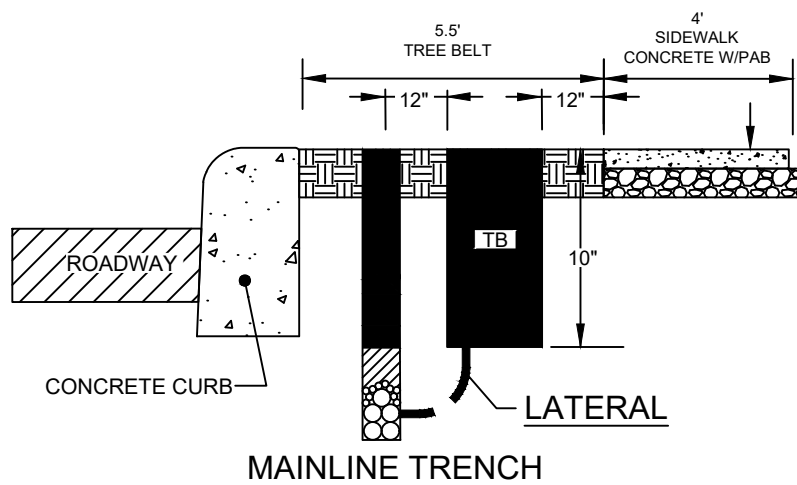
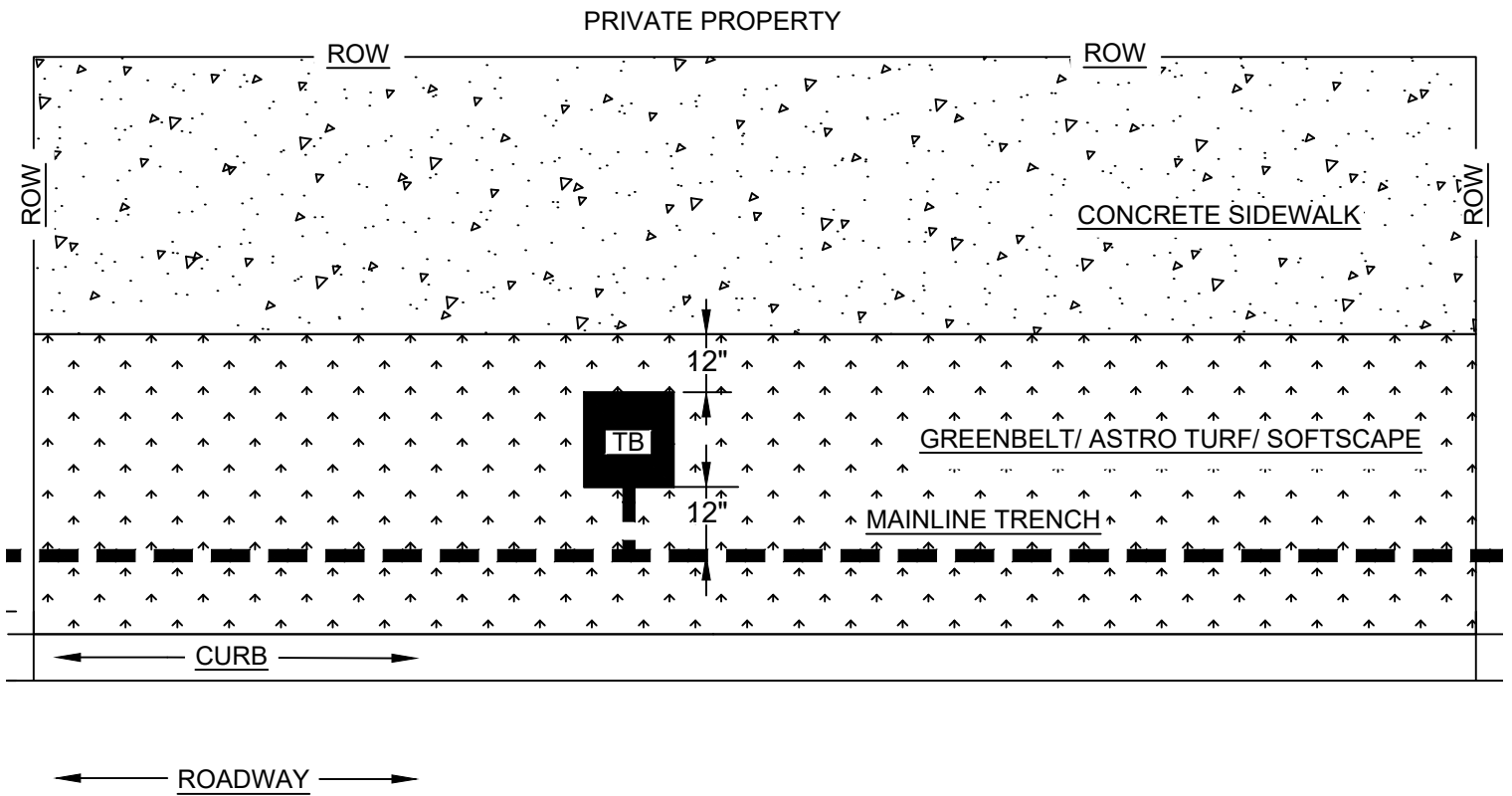
SECTION VIEW F-F



TOBY BOX PLACEMENT
IN SOFTSCAPE
WITH MAINLINE
TRENCH AT BACK OF
CURB

NO.	REVISIONS	BY	DATE

STD DWG	
NOT TO SCALE	



SECTION VIEW G—G



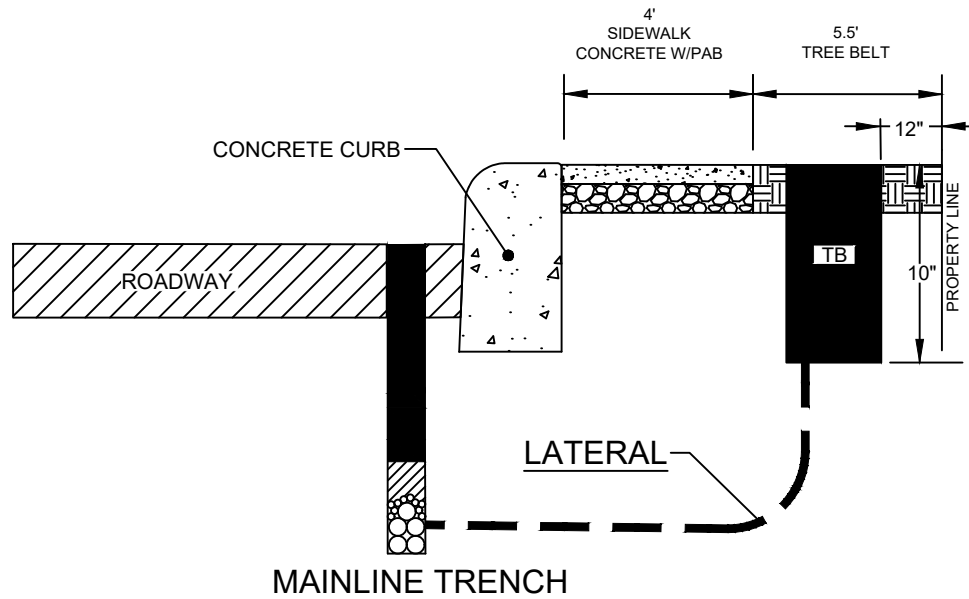
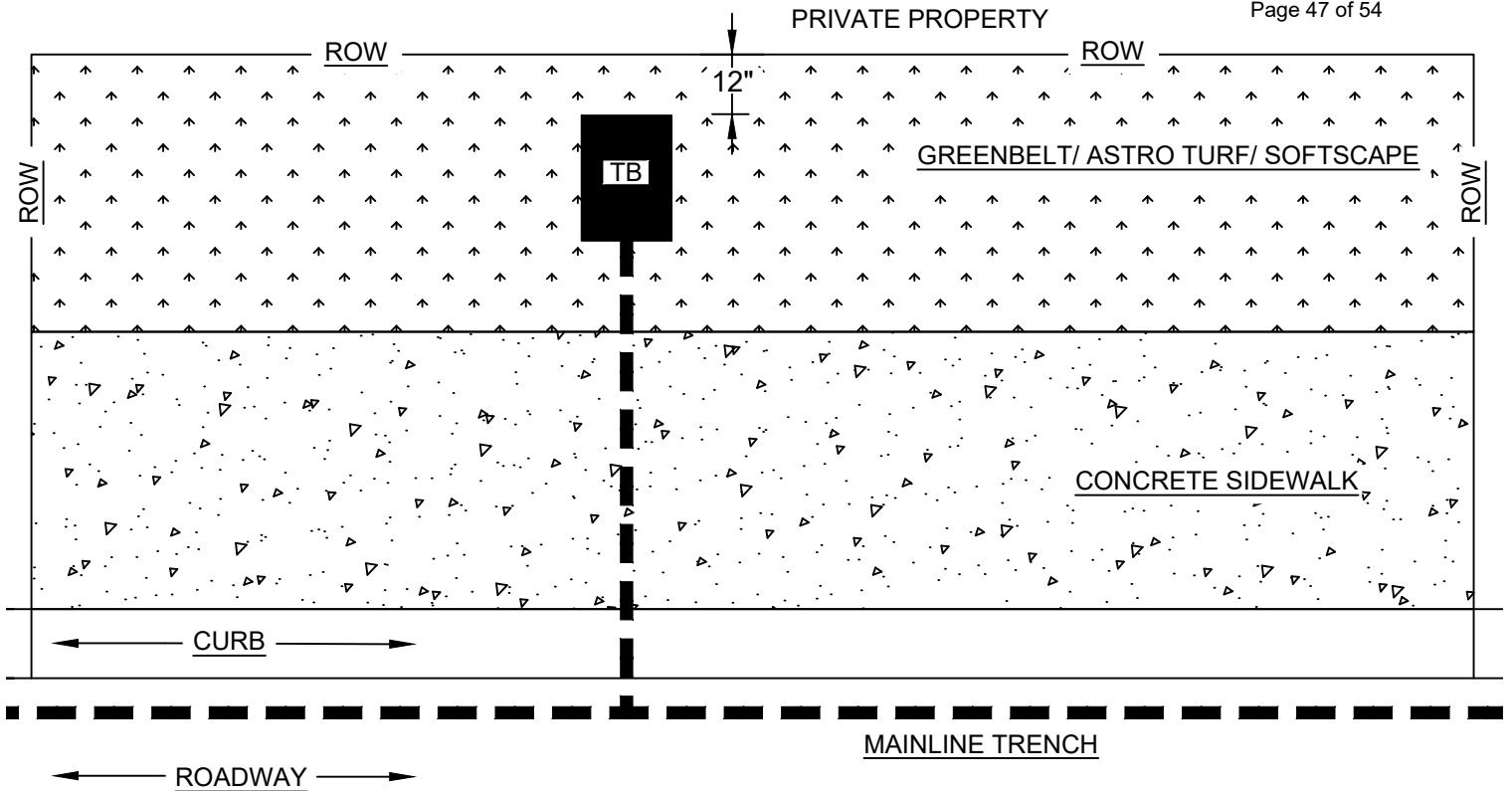
TOBY BOX PLACEMENT IN SOFTSCAPE WITH MAINLINE TRENCH THROUGH SOFTSCAPE.

NO.	REVISIONS	BY	DATE

STD DWG

NOT TO SCALE

R

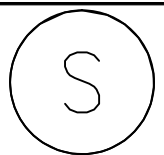


SECTION VIEW H-H

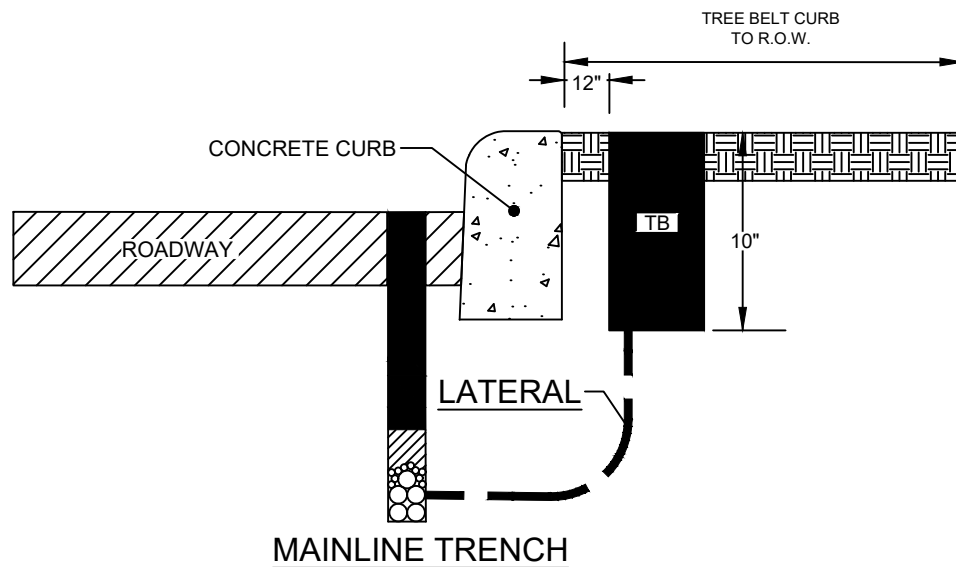
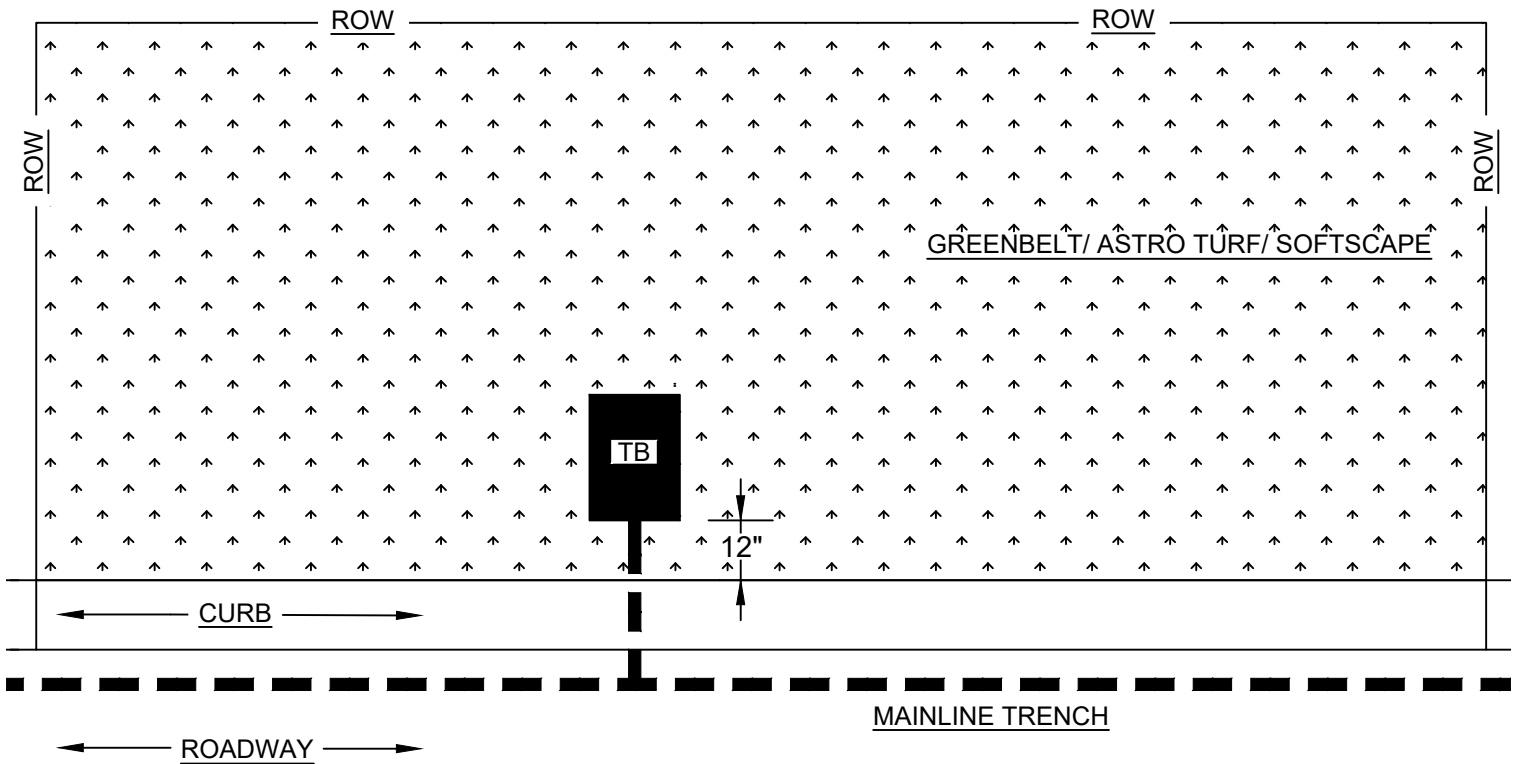


**TOBY BOX PLACEMENT IN
SOFTSCAPE WITH MAINLINE
TRENCH
IN ROAD & GREENSPACE
AGAINST THE PROPERTY LINE**

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



PRIVATE PROPERTY

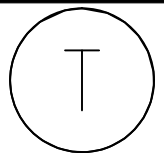


SECTION VIEW I-I

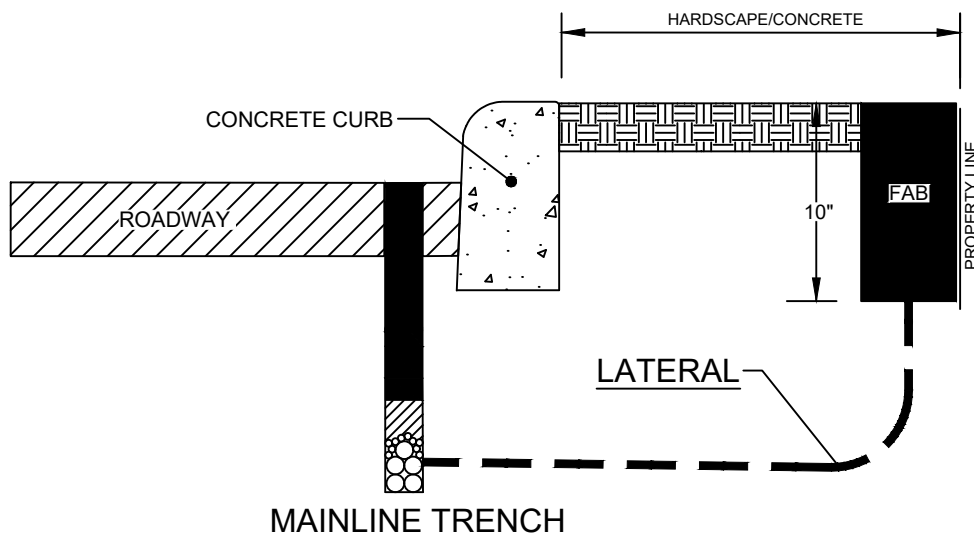
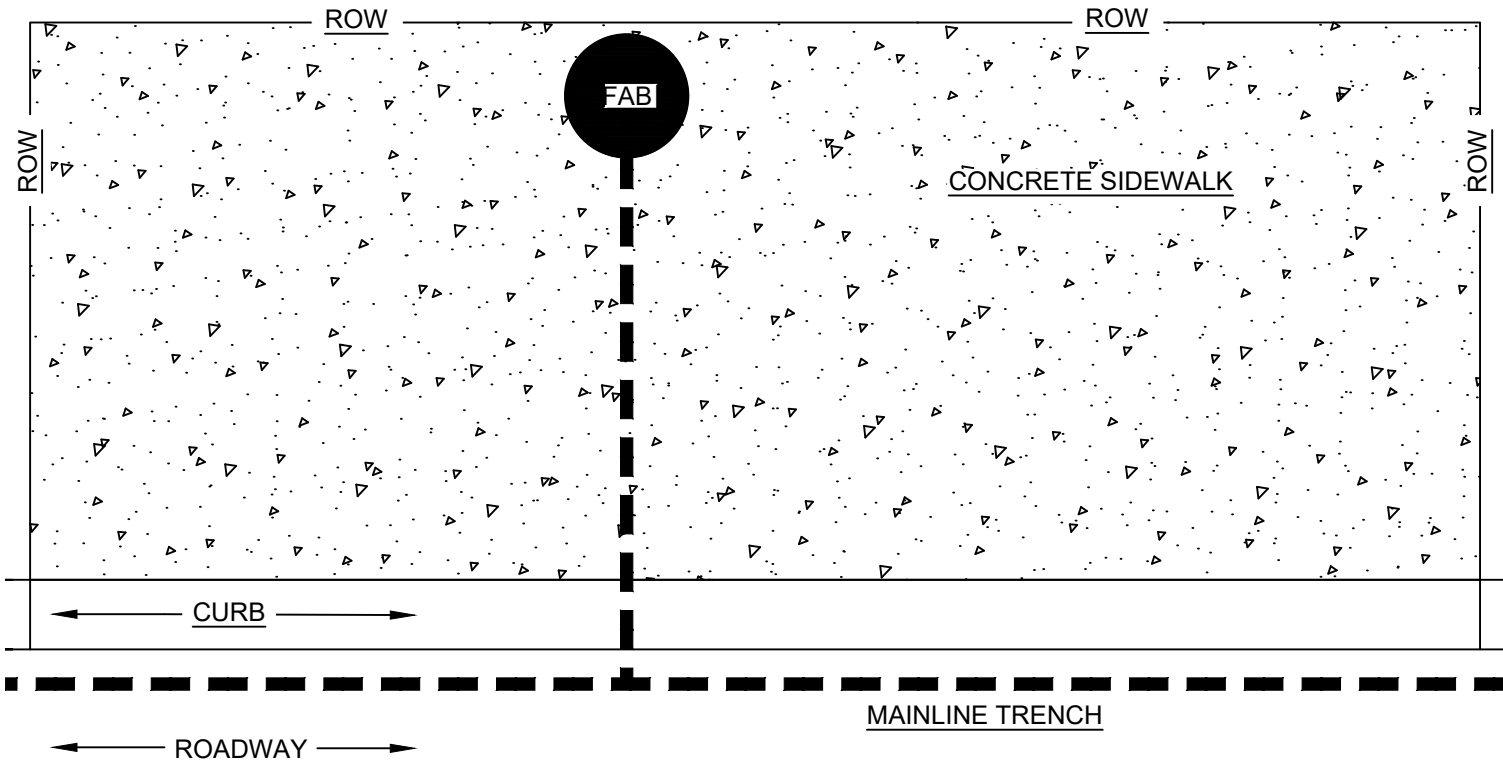


TOBY BOX PLACEMENT IN
SOFTSCAPE WITH MAINLINE
TRENCH
IN ROAD & GREENSPACE
FROM CURB TO PROPERTY
LINE

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



PRIVATE PROPERTY

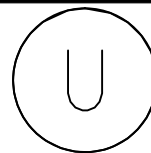


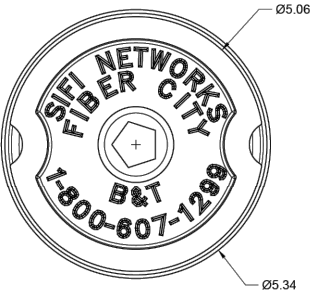
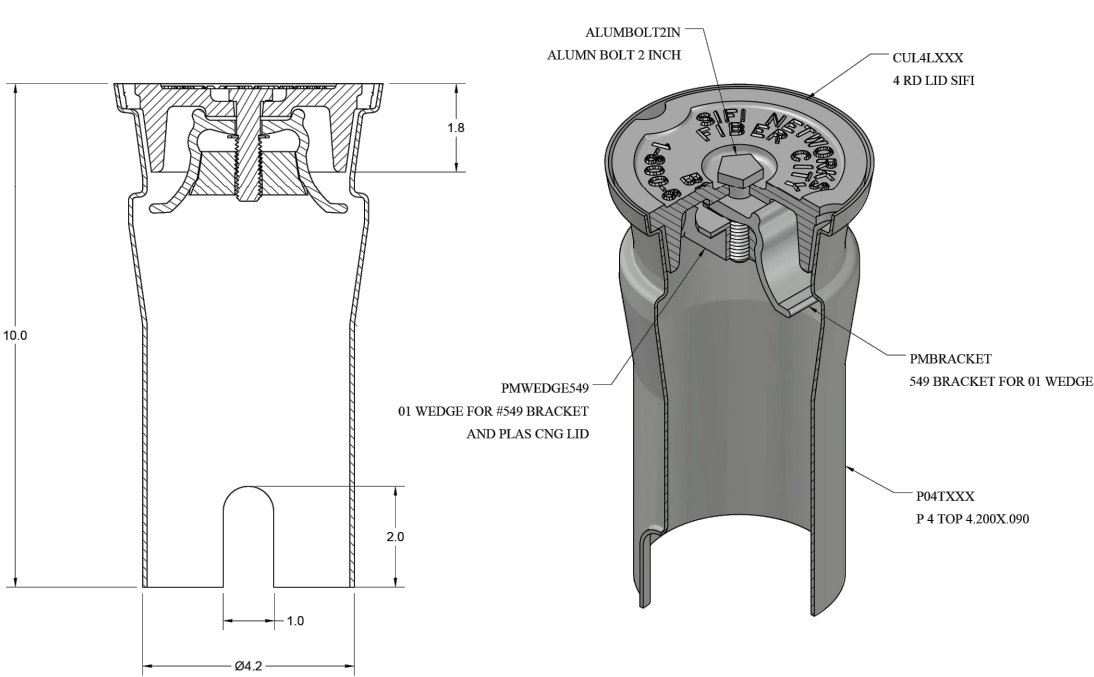
SECTION VIEW J-J



**FAB (FIBER ACCESS BOX)
PLACEMENT IN HARDSCAPE WITH
MAINLINE TRENCH IN ROAD &
HARDSCAPE/CONCRETE
FROM CURB TO PROPERTY LINE**

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			





NOTES- ALL EDGES HAVE A 1/16 RADIUS
TOLERANCE ± .0625

REV.	DATE	COMMENT



BINGHAM & TAYLOR

CONCEPT_SIFI_L

BOX CONCEPT SIFI,
LOCKING

DRAWN BY: J. Butcher
10/22/20
WEIGHT: 5.3 lbs

APPROVED BY:

DATE:

APPROVED BY:

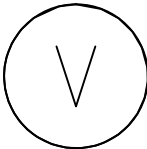
DATE:

- NOTES:
1. ENTIRE ANNULAR SPACE BETWEEN BOX AND 6" DIAMETER CORE HOLE SHALL BE FILLED WITH GROUT.
 2. LID IS MADE FROM CAST IRON PER ASTM A-48, CLASS 30.
 3. PLASTIC LEGS ARE PUSHED OUTWARD WHEN PENTABOLT IS TIGHTENED. THIS SECURES THE LID TO THE BOX.



FAB (FIBER ACCESS BOX)
SPECIFICATION SHEET

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			





Subscriber Underground Access Chamber – 250mm

A universal modular chamber for housing subscriber terminations at customer demarcations.

Features

- 250mm depth Hand Hole
- Narrow Footprint - Optimised for Narrow trenching
- 250mm Depth with radius optimised for Microduct routing
- Cost-Effective
- Modular Construction
- Simple to Install
- High Load Bearing Strength
- Up to 2x Microduct Couplers (2 Subscribers)
- Capable of housing Optical connectivity demarcations

Design

Designed to offer operators a universal modular chamber for housing subscriber terminations at customer demarcations.

The Underground Chamber can be used as a connection point for Microduct Links. Minimizing the effort and investment required to convert a network from homes passed to Homes Connected.

Product Information



Technical Information

Product Color Black PP Gloss

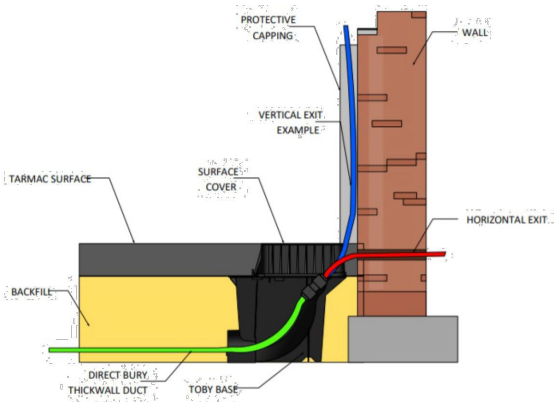
Temperature, Operation [°C] -45 to 90

Temperature, Storage [°C] -45 to 90

Temperature, Installation [°C] -45 to 90

Conformance	Able to withstand loads of up to 5.5kN in accordance with BS 5834-2 testing. Exceeding requirements for a Grade C lid.
Marking	Custom Logo Marking available on request

Technical Details



TOBY BOX
SPECIFICATION SHEETS

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



Subscriber Underground Access Chamber – 250mm



Articles

Article name	Color	Dimensions [mm]	Weight [kg]
Subscriber Underground Access Chamber ENPP-TBY-BOX	Black	256W255L × 128Dmm	0.7



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