

AGREEMENT FOR THE LEASE OF DARK FIBER

THIS AGREEMENT is made and entered into as of the _____ day of _____ between THE VILLAGES OF LAKE-SUMTER, INC., 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereafter The Villages) and the SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS (hereafter the Customer).

WITNESSETH:

WHEREAS, the Customer desires to retain The Villages to provide telecommunications services via connection with The Villages' fiber optic cables under the terms and conditions set forth herein,

NOW THEREFORE, for and in consideration of the mutual covenants, promises and benefits contained in this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the terms listed below shall have the meanings shown:
 - A. "Service Area" shall refer to all areas provided with fiber optic communications service by The Villages, now and In the future.
 - B. "Network" shall refer to the linked communications system created by the installation of the fiber optic cables owned by The Villages.
2. **TERM OF CONTRACT.** This Agreement shall be effective upon execution by both parties and shall continue in force for a term of three (3) years unless earlier terminated in accordance with the terms set forth herein.
3. **SERVICES TO BE PROVIDED BY THE VILLAGES.** During the term of this Agreement and any extensions hereof, The Villages shall provide the following services to the Customer:
 - A. The Villages shall provide to the Customer the specific telecommunications services described in the Description of Services attached as Exhibit "A." The Customer acknowledges that The Villages will not provide the electronics required to "light" the fiber optic cables, and that this Agreement shall only provide access to the Network, which consists of "Dark Fiber."
 - B. The Villages shall maintain all portions of the Network up to the point of connection to the Customer's network. The Villages shall have **no** responsibility for maintenance of any portion of the Customer's network.
 - C. The Customer's lease is exclusive as against all other uses of the leased dark fiber.
 - D. The Customer's lease of dark fibers does no affect the fee title ownership of the fibers, which is held and will continue to be held, by The Villages.

4. **OBLIGATIONS OF THE CUSTOMER.** During the term of this Agreement, the Customer shall have the following obligations:
- A. The Customer shall remit to The Villages, on or before the 1st day of each month, the amount set forth in Exhibit "A" attached.
 - B. If requested by The Villages, the Customer shall provide any required access to The Villages or its designates to allow inspection of the Customer's connection frame and attached equipment, to insure its compatibility with the Network and verify usage of Network resources.
 - C. The Customer shall ensure at all times that all communications standards and guidelines are met when the Customer is connected to the Network. The Customer shall also ensure that its equipment or its practices will not interfere with the normal operations of the Network. Standards to be followed by the Customer include, but are not limited to, the National Electric Code ("NEC"), the National Electrical Safety Code ("NESC"), and guidelines established by the Building Industry Consulting Services International ("BICSI") as well as applicable state, federal and local codes and regulations, as any of those may be amended from time to time during the term of this Agreement.
5. **INTERRUPTIONS IN SERVICE.** The Villages shall not be liable to the Customer for interruptions in service due to problems with or damages to the Network cable bundles, or for any damages caused by events beyond its control, including without limitation acts of God, acts of any public enemy, sabotage or other criminal acts of third parties, floods, strikes, statutory or other laws, regulations, rules or orders of the federal, state or local government or any agency thereof. However, during any month in which service is interrupted for a continuous period of seven (7) days or more, The Villages shall, upon Customer request, provide the Customer with a prorated credit to the monthly service charge based upon the number of total days in the continuous period of service interruption. Additionally, if the Customer informs The Villages of an interruption in service, then The Villages shall initiate repair and/or service activity within twenty-four (24) hours of such notice, unless the Initiation is precluded by events beyond the control of The Villages such as those described above.
6. **TAXES, LICENSE FEES & OTHER CHARGES.** In the event any charges are levied on The Villages as a result of its rendering services to the Customer under this Agreement, including but not limited to sales, gross receipts, and similar taxes, or license, occupation, franchise, and other similar taxes, levies, or fees, all such charges, taxes, fees or levies shall be added to The Villages rates hereunder and shall be paid by Customer.
7. **NOTICES.** Any notice permitted or required by this Agreement shall be in writing and shall be either delivered in person, mailed by United States Mail, certified with return receipt requested and all postage prepaid, or delivered by Federal Express, UPS or other widely recognized overnight courier services. Notice sent by mail shall be effective on the third business day following postmark, whether or not actually received, if properly addressed with postage prepaid. Notice delivered in person shall be effective upon delivery. Notice

sent by overnight courier service, properly addressed with all charges prepaid, shall be effective at noon on the next business day following placement of the notice in the hands of the courier service for delivery. Notices shall be given to the following addresses noted on Exhibit "A" or such other addresses as the parties may specify in writing from time to time during the term.

8. **DEFAULT BY THE VILLAGES.** If The Villages materially defaults in performance of any; duty or obligation imposed by this Agreement, then the Customer may terminate this Agreement after giving written notice to The Villages specifying the existence and nature of the default, and giving The Villages thirty (30) days from the effective date of the notice to cure the default. Events of material default by The Villages shall include, but are not limited to, failure to maintain proper licenses, or failure to perform its duties hereunder three (3) or more times within any one (1) calendar month.
9. **DEFAULT BY CUSTOMER.** If the Customer defaults in the performance of any duty or obligation imposed on it by this Agreement other than monetary obligations, then The Villages may terminate this Agreement after giving written notice to the Customer specifying the existence and nature of the default, and giving the Customer thirty (30) days from the effective date of the notice to cure the default. If the Customer defaults in payment of any monetary obligation imposed on it by this Agreement, then The Villages may terminate this Agreement after giving written notice to the Customer specifying the existence and nature of the default and giving the Customer ten (10) days from the effective date of the notice to cure the default by paying the amount due in full.
10. **ASSIGNMENT.** Neither party may assign its rights or delegate its duties hereunder-, in whole or in part, without the prior, written consent of the other party.
11. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.
12. **CONSTRUCTION.** Any word in this Agreement shall be read either as singular or plural, and as hereto or their lawful Successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida.
13. **ATTORNEY'S FEES.** In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorney's fees in addition to any other relief granted.

14. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Customer and The Villages and no right nor any cause of action shall accrue upon or by reason, to or for the benefits of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Customer and The Villages any right, remedy, or claim under or by reason of this Agreement: and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Customer and The Villages and their respective representatives, successors, and assigns.
15. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the Customer and The Villages. Both parties have complied with all requirements of law, and both the Customer and The Villages have full power and authority to comply with the terms and provisions of this Agreement.
16. **AMENDMENT AND WAIVER.** This Agreement may be changed, amended, or waived only by a writing, signed by the Customer and The Villages. No delay or omission of any party in exercising, any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.
17. **SEVERABILITY.** To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
18. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, or in any action or proceeding between the parties arising out of this Agreement, the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and cost for trial, alternative dispute resolution, or appellate proceedings.
19. **HEADING FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
20. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be regarded for all purposes, as original, and such counterparts shall constitute, but one and the same instrument.
21. **REMEDIES UPON DEFAULT.** In the Event The Villages materially defaults in the performance of its obligations detailed herein, Customer's sole remedy shall be the reimbursement of the Monthly Service Charge, pro-rated for the actual time during which such default existed.

Exhibit "A"

Description of Services

1. The Villages shall provide the Customer with access to the Network by installing and maintaining a fiber optic cable system, (hereafter "the System") Including all associated cable, attachments, and equipment, between a the connection points specified in item #5 below.
2. The Parties understand and agree that the Customer may, during the term of this Agreement, request that the Villages add additional fiber strands to the System to cover increased demand from the Customer. If the Customer requests such additional strands and such strands are available, then the Villages shall add such strands to the System and shall adjust the Monthly Service Charge, provided in Item 4 of this Description of Services, to account for the added fiber strand(s).
3. The Villages shall only be obligated to maintain the Network and the System up to the point of connection to the Customer's network. The Villages shall have no responsibility for maintenance of any portion of the Customer's network.
4. The Customer shall pay The Villages a Monthly Service Charge of fifty-one dollars (\$51.00) per mile, per fiber strand provided during the term of this Agreement. The Parties understand and agree that the Installation Service Charge shall be: One half of the total installation cost to extend existing fiber optic cable network to designated customer locations, not to exceed \$7,500.00.

The Parties understand and agree that this Monthly Service Charge may increase if the Customer requests that the Villages add additional fiber strands to the System.

5. The fibers subject to the Customer's lease are identified as follows:
 - A: The Village Service Center, The Villages, FL 32162
 - B: The Villages Annex, 8033 E CR466, The Villages, FL 32159
 - B: The Villages Library, 325 Belvedere Blvd, The Villages, FL 32162

Total length: 95,568ft (18.1 miles, **\$923.10 monthly** - estimate only). Actual length to be determined by OTDR reading for end-to-end exact distance. Upon receiving exact distance, this "Description of Services" will be updated and agreed to.

6. This solution will utilize a "single-strand" "redundant loop" interconnecting the three locations noted in item #5. It is understood that there is an additional electronic hardware acquisition to be incorporated into the Customer's data network to support "single strand redundancy". These components will be quoted under a separate Sales Quote and/or the Customer may purchase/install/configure these components on their own.

This part of the page is intentionally left blank.

Representative:
The Villages of Lake-Sumter, Inc.

(Signature)

(Print)

Date _____

Customer:

(Signature)

(Print)

Date _____