



**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

ADDENDUM NO. 1
ISSUED JULY 1, 2020

RFP NO. 3-2020
**TO SELECT A FIRM TO PERFORM CELL TOWER LEASE BROKERAGE AND PROPERTY
MANAGEMENT SERVICES WITH THE OPTION TO USE THE COMMISSION'S RIGHT OF
WAY FOR FIBER OPTIC CABLE INSTALLATION**
ISSUED: JUNE 4, 2020

INQUIRY END DATE:
5:00 P.M. (Eastern), on June 25, 2020

OPENING DATE:
5:00 P.M. (Eastern), ~~July 2,~~ **July 9, 2020**

ATTENTION OF RESPONDENTS IS DIRECTED TO:
QUESTIONS RECEIVED THROUGH 5:00 PM ON JUNE 25, 2020

Issued by the Ohio Turnpike and Infrastructure Commission through Jennifer L. Stueber, Esq., General Counsel.

Jennifer L. Stueber, Esq.
General Counsel

July 1, 2020
Date

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 PM ON JUNE 25, 2020:

Q#1 Does the optional agreement to utilize the ROW for fiber apply to the entirety of the Ohio Turnpike? If so, would that agreement be exclusive for the term of the contract?

A#1 Yes, the agreement could be for the entire length of the Ohio Turnpike. No, any such agreement for the fiber optic cable would not be exclusive for the term of the contract.

Q#2 Can the Commission share a map or listing of Commission-owned properties that are available for development of towers and 5G antennas?

A#2 Yes, see attached Exhibit A.

Q#3 Does the Commission have sample ROW use agreements for fiber and towers?

A#3 Yes, the Commission has sample ROW use agreements for fiber and towers and will make those documents available to the selected respondent at the time of contract award. Any agreement(s) utilized will contain terms that are industry standard, but specific to the Commission.

Q#4 Existing towers: What are the heights? Is there space below the towers available for placement of a fenced-in area containing a small telecommunications hut (e.g. 6'x8') and generator? What towers have fiber going to them, and who is the provider?

A#4 For heights of existing towers, see attached Exhibit A. There is space available for placement of a fenced-in area containing a small telecommunications hut and generator. No towers currently have fiber going to them.

Q#5 What is the current rent revenue and term of the existing colocations on the Commission towers?

A#5 See attached Exhibit B.

Q#6 What is the current revenue from the towers?

A#6 See attached Exhibit B.

Q#7 Can the Commission confirm that the historical information referenced in Part II of the RFP includes copies of the Existing Licenses and Technical Information referenced in Section 2.1 of the Exhibit C Agreement? Can the Commission provide how the electronic data files referenced in part II of the RFP will be provided and in what format?

A#7 The historical information referenced in Part II of the RFP will include copies of the Existing Licenses and technical information referenced in Section 2.1 of Exhibit C. The Commission will provide electronic data referenced in part II of the RFP in a technological format that is mutually agreeable to the Commission and the selected respondent.

Q#8 Does the OTC have copies of existing Structural drawings that can be shared and will they be made available to the respondents or the awardee?

A#8 The Commission has copies of existing structural drawings that can be shared and made available to the respondents and/or awardee.

Q#9 What is the status of the Qwest fiber agreement and will it be made available to the respondents or the awardee?

A#9 See attached Exhibits C and D.

Q#10 What is the current total annual rent from tenants on the 34 Commission-owned towers?

A#10 See attached Exhibit B.

Q#11 Are those rents generally paid to the Commission monthly, annually or varies?

A#11 Rents paid to the Commission can vary, though they are generally paid annually.

Q#12 On the Commission-owned towers, are all existing tenant leases/licenses directly between the Commission and the tenant (as opposed to being between Commission and a previous broker/manager)?

A#12 Yes.

Q#13 Does any other party (previous broker/manager) have residual management rights or fee rights on tenant leases on the Commission-owned towers?

A#13 Yes, the current broker has fee rights on tenant leases on all renewals, including the Commission-owned towers for the duration of the agreement.

Q#14 Is the Right of Way already being used for fiber – are there existing fiber easements or other access rights in place? If so, please provide details on those (company, scope, remaining term of agreement or if perpetual).

A#14 Yes. There are currently several companies with fiber optic cable laid in the Commission's Right of Way. See attached Exhibit E.

Q#15 If other fiber rights have been granted, are those potentially competing with any new fiber contemplated in the RFP?

A#15 The Commission previously has granted other fiber rights, which are subject to operational restrictions. The Commission will determine on a case by case basis what restrictions (if any) will be imposed on any new fiber optic cable installed in the Commission's right-of-way. Such restrictions may be imposed for operational needs or determined by proposed location or other currently existing utilities.

Q#16 For any existing fiber rights that expire, will the Commission negotiate any extensions itself or will such extensions and/or management be part of this new contract?

A#16 For any existing fiber agreements that will expire, the Commission anticipates negotiating any extensions itself.

Q#17 The Price Proposal form does not distinguish between New Licenses for use of Commission Towers vs. New Licenses for new towers built by bidder. There are potentially difference pricing structures. May Bidders provide supplementary pricing information to address any differences?

A#17 Yes. Bidders may provide supplementary pricing information to address any differences.

Q#18 Are any of the 6 licensed tower agreements expiring within the potential 10-year contract period; and if so, would lease renewal or management rights be the responsibility of the bidder, or will the Commission be responsible for those?

A#18 Yes, several of the licensed tower agreements are set to expire within the potential 10-year contract period; however, as specified in the RFP and form contract attached thereto, the licensed tower agreements are not subject to the brokerage and management agreement that will be signed by the Commission and the selected broker/manager.

OTIC Communications Tower Details

					Diamond	USGS Coordinates		FAA	Tower Details			Hazard Markings	
Mile Post	Site ID	Site Name	Address	County	Site ID	Latitude	Longitude	Registration	Tip Height	Type	Manufacturer	Lighted	Painted
2.70 WB	TP-2	Westgate	3710 US Rt. 20, Edon 43518	Williams	OH172	41-37-47.0 N	84-45-16.0 W		138'	Self Supporting			
13.50 EB	TP-13	Bryan - Montpelier	13535 SR 15, Montpelier 43543	Williams	OH173	41-36-45.0 N	84-33-07.0 W		75'	Self Supporting			
16.00 EB	MB-1	Kunkle	13 643 CR 17, Pioneer 43554	Williams	OH158	41-36-24.0 N	84-29-58.0 W	1013980	288'	Self Supporting	Dresser	X	X
25.50 EB	TP-25	Archbold - Fayette	8240 CR 24, Archbold 43502	Fulton	OH174	41-35-19.1 N	84-19-21.8 W		133'	Self Supporting	Rohn		
34.90 EB	TP-34	Wauseon	8320 SR 108, Wauseon 43567	Fulton	OH175	41-35-31.0 N	84-08-44.0 W	1058753	110'	Self Supporting			
39.80 WB	TP-39	Delta - Lyons	8383 SR 109, Delta 43515	Fulton	OH176	41-35-38.0 N	84-02-28.0 W		153'	Self Supporting			
48.30 WB	MB-2	Swanton	8891 CR #1, Swanton 43558	Fulton	OH159	41-36-02.0 N	83-53-02.0 W	1013981	303'	Self Supporting	Dresser	X	X
52.60 EB	TP-52	Toledo Airport - Swanton	11012 Airport Hwy, Swanton 43558	Lucas	OH177	41-35-47.0 N	83-48-34.0 W	1013982	103'	Self Supporting			
59.50 EB	TP-59	Maumee - Toledo	1599 Reynolds Rd., Maumee 43537	Lucas	OH178	41-35-24.0 N	83-40-07.0 W		105'	Self Supporting			
64.90 WB	TP-64	Perrysburg - Toledo	28820 Bates Rd., Perrysburg 43551	Wood	OH179	41-34-09.0 N	83-34-34.2 W		105'	Self Supporting			
71.70 EB	RTS-1	Libbey Road (TP-71)	3402 Libbey, Perrysburg 43551 (Lake Twp)	Wood	OH166	41-31-23.0 N	83-27-39.0 W	1058754	165'	Self Supporting			
79.70 WB	MB-3	Elmore	20100 West SR 105, Elmore 43416	Ottawa	OH160	41-28-17.0 N	83-19-14.0 W	1013983	223'	Self Supporting	Dresser	X	X
91.60 WB	TP-91	Fremont - Port Clinton	3550 N. SR 53, Fremont 43420 (Rice Township)	Sandusky	OH180	41-24-09.0 N	83-06-33.0 W		120'	Self Supporting			
106.70 WB	MB-4	Castalia	7201 SR 269, Castalia 44824	Erie	OH161	41-20-59.0 N	82-49-56.4 W	1219345	183'	Self Supporting	Dresser	X	X
110.20 WB	TP-110	Sandusky - Bellevue	9315 SR 4, Bloomingville 44870 (Groton Twp.)	Erie	OH181	41-20-33.0 N	82-45-44.0 W		120'	Self Supporting			
118.50 WB	TP-118	Sandusky - Norwalk	US 250, Milan 44846	Erie	OH182	41-19-28.0 N	82-36-45.0 W		100'	Self Supporting			
125.20 WB	RTS-2	Humm Road	Humm Rd., Berlin Hts. 44814	Erie	OH167	41-19-46.0 N	82-28-50.0 W		180'	Self Supporting	Andrews		
135.90 WB	TP-135	Vermilion - Baumhart Rd.	8920 Baumhart Rd, Amherst 44001 (Brownhelm Twp)	Lorain	OH183	41-21-49.0 N	82-16-55.0 W		153'	Self Supporting			
141.00 EB	MB-5	Amherst	7800 Oberlin Rd., Amherst 44001	Lorain	OH162	41-22-57.0 N	82-11-39.0 W	1013984	288'	Self Supporting	Dresser	X	X
145.50 WB	TP-145	Lorain - Elyria	1801 Lorain Blvd., Elyria 44035	Lorain	OH184	41-23-22.0 N	82-06-43.0 W		80'	Self Supporting			
152.20 WB	TP-152	North Olmsted - Cleveland	Lorain Rd. (Rt. 10), North Ridgeville 44039	Lorain	OH185	41-22-49.0 N	81-59-12.0 W		135'	Self Supporting			
159.40 WB	Berea	Administration Complex	682 Prospect Street, Berea 44017	Cuyahoga	OH157	41-20-56.3 N	81-51-35.0 W	1057270	140'	Monopole	Pirod		
170.10 EB	RTS-3	Towpath Drive (SP-6S)	10037 Broadview Rd., Broadview Hts. 44147	Cuyahoga	OH168	41-17-27.4 N	81-40-24.0 W	1058085	290'	Self Supporting	Pirod	Dual	
173.90 EB	MB-6	Boston	3245 Boston Mills Rd., Richfield 44286	Summit	OH163	41-15-47.0 N	81-36-49.0W	1013985	293'	Self Supporting	Dresser	X	X
180.30 EB	TP-180	Akron	231 Boston Mills Rd., Hudson 44236	Summit	OH186	41-15-23.0 N	81-29-51.0 W		130'	Self Supporting			
187.20 EB	TP-187	Streetsboro	9830 SR 14, Streetsboro 44241	Portage	OH187	41-15-16.0 N	81-21-57.0 W		120'	Self Supporting			
195.20 WB	RTS-4	Peck Road	9275 Peck Rd., Shalersville 44255	Portage	OH169	41-14-35.8 N	81-12-42.0 W	1058755	280'	Self Supporting	Andrews	Dual	
198.60 EB	MB-7	Hiram	9196 SR 700, Windham 44288	Portage	OH164	41-14-31.0 N	81-08-49.0 W	1013986	223'	Self Supporting	Dresser	X	X
209.20 EB	TP-209	Warren	4200 SR 5, S.W., Newton Falls 44444	Trumbull	OH188	41-12-56.2 N	80-57-13.3 W		105'	Self Supporting			
215.00 WB	TP-215	Lordstown West	3040 Ellsworth-Bailey Rd., S.W., Lordstown 44481	Trumbull	OH189	41-08-58.2 N	80-53-15.3 W		123'	Self Supporting			
218.70 WB	RTS-5	Mahoning Avenue (TP-218)	9177 Mahoning Ave., North Jackson 44451	Mahoning	OH170	41-06-43.2 N	80-50-12.3 W		140'	Self Supporting			
228.10 EB	MB-8	Canfield	6896 Tippecanoe Rd., Canfield 44406	Mahoning	OH165	41-01-07.0 N	80-42-58.0 W	1013987	305'	Self Supporting	Andrews	Dual	
232.90 EB	TP-232	Youngstown	10725 Market St., North Lima 44452	Mahoning	OH190	40-58-01.0 N	80-39-29.0 W		75'	Self Supporting			
238.70 WB	RTS-6	Pine Lake Road	4601 East Pine Lake Rd., New Springfield 44443	Mahoning	OH171	40-55-39.0 N	80-33-17.0 W		165'	Self Supporting			

MB Maintenance Bldg
RTS Remote Tower Site
SP Service Plaza
TP Toll Plaza

8/10/2016

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
TOWER LEASE LICENSE AGREEMENTS
At 5/31/2020

<u>Tower Lease Agreements</u>	Annual Revenue	Current Period	Location
Verizon OH157-03	\$ 24,480.00	12/01/19-11/30/20	Berea
American Tower/Verizon Wireless OH159	\$ 32,323.20	06/01/20-05/31/21	Swanton Tower
National Park Service OH163	\$ 2,400.00	07/01/19-06/30/20	Boston
T-Mobile Voicestream OH157-02	\$ 23,236.44	02/01/20-01/31/21	Berea
DAS OTC-MARCS OH-168	\$ 13,248.96	09/01/19-08/31/20	Towpath SP
DAS OTC-MARCS	\$ 55,414.92	07/01/19-06/30/20	Shalersville, TP2, Kunkle, Boston

A G R E E M E N T

THIS AGREEMENT executed this 19 day of November, 1984, by the OHIO TURNPIKE COMMISSION as Licenser, herein "Commission," 682 Prospect Street, Berea, Ohio 44017, a body corporate and politic in the State of Ohio, and LITEL COMMUNICATIONS CORPORATION, a Delaware corporation, 200 Old Wilson Bridge Road, Corporate Hill I, Worthington, Ohio 43085, herein "Licensee;"

WHEREAS Licensee has proposed to install a fiber optic cable and associated equipment within the right of way of the Ohio Turnpike ("Turnpike") as part of a telecommunications system to link cities and other concentrated business population centers, and Licensee is licensed by the Federal Communications Commission to serve the area involved;

WHEREAS the Commission and its consultants at the present time believe that certain portions of the right of way of the Turnpike can be used for the aforesaid purpose without interference with the existing operations of the Turnpike; and

WHEREAS the Commission will receive from the Licensee, for its use at no cost, specific fiber optic capacity with access thereto at designated drop points.

NOW, THEREFORE,

1. The Commission grants to Licensee for a term not to exceed twenty-five (25) years from the date of this Agreement a nonexclusive license to place, install, maintain,

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repair, replace, use and operate a fiber optic cable and associated equipment along the Turnpike extending from the Indiana border to the Pennsylvania border, limited to those items set forth in Exhibit A which is incorporated herein and made a part hereof, and subject to the limitations contained herein. Licensee shall have the additional rights (a) to install additional cable from repeater sites or other connection points to drop points required for the Commission (such cable is hereafter referred to as Secondary Cable) and (b) to use the communication towers now or hereafter installed by or available to the Commission ("Microwave Towers") for the purpose of Licensee's operation of the System and interconnection with other telecommunication systems and for providing the Commission with the capacity as provided in paragraph 13.

The right of Licensee to install equipment on Microwave Towers shall be conditioned upon noninterference with the Commission's microwave system, or with any system installed on the Microwave Towers with the permission of the Commission, and upon Licensee obtaining any necessary FCC license without the Commission's license being subject to FCC restrictions or conditions because of the addition of Licensee's proposed installation.

Licensee shall proceed with reasonable promptness to exercise its rights under this license for the full length of the Turnpike. Licensee shall complete installation of the main

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cable and any parallel loops over the entire length of the Turnpike by January 1, 1986. In addition to any other rights to terminate this Agreement, the Commission shall have the option to terminate this Agreement as it relates to any areas in which the cable has not been installed as of January 1, 1986, unless such date is extended by the Commission.

The right of the Licensee to replace does not include the right to substitute the fiber optic System or any segment thereof with any different system unless agreed upon by both the Licensor and Licensee, but does relate generally to replacement of equipment and facilities for maintenance purposes. Any maintenance, replacement, modification or removal of the fiber optic System will be done only in the manner mutually agreed to, in advance, by Licensor and Licensee.

2. Original installation of the fiber optic cable and associated equipment (herein collectively referred to as the "System"), including location, placement, necessary construction work and all things necessary to be done to carry the project to completion within a given area, may be performed in segments. The length of any particular segment shall be determined by Licensee subject to the approval of the Chief Engineer of the Commission, herein "Chief Engineer." Prior to work within any segment, which work is herein collectively referred to as "installation," Licensee shall submit, for the approval of the Chief Engineer, such plans, profiles, standard or typical drawings and detailed drawings as are necessary to



show the System as it will be installed. No work within any segment shall be performed prior to approval of the plans, including all associated documentation, by the Chief Engineer. All work shall be performed in accordance with approved plans whether such work be original installation or reinstallation upon relocation of any part of the System as herein provided for. In order to expedite the work, the Commission may retain an engineering firm, solely for the purpose of reviewing such plans, profiles, standard or typical drawings and detailed drawings, and Licensee shall pay for all costs and fees of such engineering firm. Prior to beginning installation of the cable, Licensee shall furnish and maintain with the Commission until the completion of the initial installation and its approval by the Chief Engineer, a performance bond in the amount of \$100,000 guaranteeing prompt restoration of any damage caused in the installation of the cable.

3. At any time prior to or during installation or reinstallation upon relocation, plans may be modified with the approval of the Chief Engineer. Such modified plans, when approved, shall have the same effect as original plans. Changes may be made to accommodate advances in technology, if authorized by the Commission. Such changes shall also require the submission of plan revisions and approval thereof by the Chief Engineer.

4. The Commission has certain procedures for work by utilities or other third parties within the Turnpike right of

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way. Where such procedures are applicable, Licensee and any work forces provided by it, whether employees or under contract to Licensee, shall abide by such procedures. In any instance in which such procedures do not apply, the Chief Engineer shall have authority to designate other procedures. Licensee shall reimburse the Commission on a monthly basis for all costs of equipment and personnel to carry out the applicable procedures, including establishment and maintenance of traffic control zones and any personnel and equipment necessary for the maintenance or safety of traffic. No vehicle or construction equipment of Licensee or its contractors shall use the mainline of the Turnpike for maintenance and repair of the System, except for the cable and Secondary Cable itself.

5. The System shall be designed so as to provide for the installation of the cable in such locations as are approved by the Chief Engineer. It is understood that the location of the cable will be adapted to the topography of the area and the facilities located thereon. The ditch line in the median strip shall be avoided whenever possible. No other cable or other underground pipe, wire, duct or other structure shall be permitted within 4 feet of the cable, except in restricted or constricted areas where the Chief Engineer may permit lesser clearance subject to Licensee's reasonable approval.

6. Where cable is to be located within paved crossover areas in the median strip, Licensee shall have the right to cut through such paving, provided it promptly restores



the surface to the satisfaction of the Chief Engineer. Open-cutting of the Turnpike roadways or interchange ramps, including shoulders, will not be permitted. The System will be so designed as to avoid borings insofar as possible. If open-cutting of any area within service plazas is contemplated by Licensee, consultation will be had with the Chief Engineer, or his representative prior to incorporation of such features in the design. Where cable is to be carried by attachment to Turnpike bridges over roads, streams or valleys, as authorized by the Chief Engineer, it shall be encased in such manner as is approved by the Chief Engineer.

The location of the cable (and Secondary Cable if located more than two feet from the cable) shall be marked by flush markers at intervals of not less than 500 feet, except that where the cable is located near the fence line, it shall be marked by four-foot posts installed along the fence line, all as approved by the Chief Engineer.

7. Underground environmentally controlled vaults ("Vaults") will be used to house repeater equipment to amplify the light signals through the cables at intervals of 25 to 30 kilometers, and electrical power sources will be connected to serve such repeater stations. In addition, junctions may be provided at various intervals in order to connect with other cable systems and provide communication services to various communities along the route. The license herein granted shall include the right to operate such Vaults and to connect to



electrical power sources and operate such junctions. The location of the Vaults and other support equipment shall be approved by the Commission.

The Commission will make available to Licensee spaces within the basement areas of the service plaza buildings, and the Administration Building, Berea, Ohio, each such space to be approximately 10 feet by 10 feet, such spaces to be equipped and used as Vaults. Licensee shall pay the cost of enclosing such spaces, and a reasonable rental therefor. Licensee shall have the right to use any underground conduit determined to be available by the Chief Engineer for the sole purpose of connecting the paired service plazas under and across the Turnpike, at no additional charge. The Vaults at other locations will require roadway access from off the Turnpike. If land with such access is available on Turnpike property at locations such as may be available at interchanges where it is feasible to construct and maintain Vaults, Licensee may locate Vaults in such areas.

8. The Commission shall retain full control over the right of way of the Turnpike, including the right to require removal or to remove the System or any part thereof from the Turnpike, if the System or any part thereof shall interfere with the operation of the Turnpike or with any construction or other work necessary to bring about changes in the Turnpike required by the Commission or, if the System shall interfere with the Turnpike as so changed.

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Licensee's installation, maintenance, inspection, operation, repair, replacement, removal and other activities on, and uses of, the System and the land where it is located shall be subject to and shall not interfere with the safe and efficient operation of traffic, maintenance, construction, reconstruction of highway traffic, or any other operation or activities of the Commission on the Turnpike. In the event that, in the reasonable judgment of the Chief Engineer, after consultation with Licensee, the safety or protection of Turnpike patrons, personnel or property are adversely affected by Licensee's planned or actual actions, or inactions, the Licensee shall without any cost or expense to the Commission, change its plans, halt any activity, or take any actions as directed by the Chief Engineer that he determines necessary to protect the patrons, personnel or property of the Commission.

9. Licensee agrees that in the event that any of Licensee's installation or operations interfere with any operation, reconstruction, improvement, widening or expansion of the Turnpike, Licensee shall upon written notice from the Chief Engineer, and within such reasonable time or times as may be established by the Commission, from time to time, and at Licensee's sole expense, relocate, alter or protect the System as directed by the Chief Engineer so as to avoid interference with such operation, reconstruction, improvement or widening. If any unpaved area of Turnpike property, or property hereafter acquired by the Commission is available for Licensee's use

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without such interference, the Commission shall permit the relocation of the System to such area. All costs, fees and expenses of any such relocation or alteration of the System shall be at the expense of Licensee. If the Commission shall agree to alter its plans for future improvements or operations to avoid interference with the System, then Licensee shall pay all costs, fees and expenses due to such alteration or at Licensee's option relocate the System to avoid such interference. Nothing herein shall require the Commission to alter or vary its existing or future construction plans and methods to avoid interference with the System, and the Commission reserves for itself sole and complete discretion regarding future design, operation, maintenance, alteration, construction, and reconstruction of the Turnpike.

10. It is understood that pursuant to the 1984 Trust Agreement, the Commission is obligated to pay its bonds by December 1, 1990. It is further understood that under the present statutory law of Ohio, Section 5537.21 of the Revised Code, at such time as the bonds are paid and if the Turnpike is found to be in good condition and repair to the satisfaction of the Director, Ohio Department of Transportation, the Turnpike will become part of the state highway system.


It is understood between the parties hereto that the Commission is without authority to bind the State of Ohio, the Ohio Department of Transportation, or any other successor to the Commission's jurisdiction over the Turnpike, and is without

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authority to authorize the installation and maintenance of the fiber optic System past the date of the payment of the bonds under the 1984 Trust Agreement and the Turnpike becoming part of the state highway system under the present provisions of Section 5537.21 of the Revised Code, unless its existence as a turnpike under the jurisdiction of the Commission is extended.

It is recognized by the parties that the duties and obligations of the Commission are to operate, maintain and repair the Turnpike, and that any rights acquired hereunder by Licensee are limited by the duties and obligations of the Commission. The Commission shall give reasonable notice of termination to Licensee.

On termination of this Agreement for whatever reason, the Licensee shall cease operating the System and shall remove same if directed to do so by the ^{Commission} Commission. If the termination is due to the default of Licensee or the abandonment of the System by Licensee, the Commission shall have the right to direct the Licensee to abandon the cable and leave same in place, but Licensee shall have the right to remove all equipment. Said cable shall then become the property of the Commission or its successors ^{that} ~~that~~ may be used only for Turnpike purposes including highway police patrol. Such removal shall be in accordance with all procedures of the Commission for the performance of work on the Turnpike, and any damage done to the Turnpike as a result of such removal shall be repaired by Licensee.



The Commission shall use its best efforts to have this Agreement continue in effect if the jurisdiction of the Commission over the Turnpike is transferred before the twenty-five year term has elapsed.

11. Promptly following execution of this Agreement, Licensee shall appoint a Project Manager who shall be directly in charge of the work performed pursuant to this License, and who shall be the liaison with the Commission's Chief Engineer or his representative. Licensee's Project Manager shall be assigned to the project on a full-time basis during the construction period, be familiar with the plans and specifications of all contracts made by Licensee for the installation of the System, and shall be in charge of Licensee's employees, agents and contractors assigned to perform work under this license. The Project Manager shall be accessible to and cooperate with the Chief Engineer or his representative. Licensee shall provide the Commission in writing with a list of all personnel in charge of work on the project, and keep said list current. Licensee shall provide the Commission with a list of authorized persons to be contacted in the event of an emergency.

The Chief Engineer may designate in writing a representative with whom Licensee shall communicate on a day-to-day basis when communication with the Chief Engineer is called for; but when any approval of the Chief Engineer is required it shall be in writing and signed by the Chief

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Engineer personally, or, in his absence, by someone thereunto authorized by the Commission's Executive Director.

12. Licensee shall pay the Commission, during the term of this Agreement, at the rate of \$1600 per year per mile for cable installed (excluding Secondary Cable), proportioned as to any fraction of a mile, as follows: (a) one-half of the initial annual amount shall be paid when the plans for the construction of any segment have been approved by the Commission as herein provided, and the other half upon the completion of the construction of such segment so that it is capable of use and the construction is approved by the Commission, as herein provided; (b) thereafter, annual payment in advance on the anniversary of the first payment made under (a) above. Licensee shall also pay annually in advance the reasonable rents for the use of the Vaults wherever located on the Turnpike or its Administration Building, and for the use of the Microwave Towers for Licensee's purposes.

Upon termination of this Agreement, all payments under this paragraph 12, for the year of termination, shall be prorated as of the termination date.


13. The Commission shall have the right to use the System or any part of it, or any other services provided by Licensee, and except as hereinafter provided the Commission shall pay all amounts due to Licensee for such use or services, based upon tariffs and rates then in effect for Licensee.

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Licensee shall bill the Commission for such usage on a monthly basis.

The Commission shall also have the right to use, free of charge during the term of this Agreement, one DS-3 capacity along the route of the cable installed in the Turnpike, with T-1 drops to the demarcation point at (a) each of 8 service plaza pairs along the route, (b) the administration building at Berea, Ohio, and (c) the 20 interchange locations. Such use shall be only for Turnpike purposes including highway police patrol. Turnpike purposes shall not include sale to or use by any other person, corporation, entity, the State of Ohio or any other public or private agency. It is understood that the Commission has not yet planned its communication system, and such drop points will not be provided until the Commission requests them at least four months prior to the date of delivery. It is also understood that Licensee shall have the right to furnish such capacity to the Commission from loops of cable outside the Turnpike but which parallel the Turnpike, so long as drop points are furnished at the specified locations on the Turnpike.

14. Licensee and its designated employees and contractors shall have the right to inspect and survey the right of way of the Turnpike in order to prepare plans for the construction of the facilities. All such inspection and surveying will be in accordance with the Commission's standard procedure for such activities on the Turnpike. Without making any warranty or representation as to the accuracy of any



specific document and without any warranty or representation as to subsoil conditions, the Commission shall provide Licensee with maps, drawings, profiles and other documentation for copying, at Licensee's expense, to assist Licensee to locate and design the System. Licensee shall present to the Commission, for approval, preliminary route designation plans for each segment of the System. Once the location and route have been approved by the Commission, Licensee shall prepare and present to the Commission, for approval, plans for construction of the facilities within each segment and, upon such approval, the Commission and Licensee shall prepare a construction schedule in order to coordinate the construction of the facilities with the operation of the Turnpike. Within three months after each segment of the System is installed, Licensee shall furnish the Commission with a set of "as built" drawings for each such segment.

15. Whenever the approval or consent of the Commission is required, such approval or consent shall not be unreasonably withheld or delayed. Any action of the Commission concerning this Agreement dealing with the location, relocation, abandonment or removal of the cable or the termination of this Agreement shall be taken in good faith and shall be based on recognized engineering principles and guidelines, and shall not be taken so as to unnecessarily interfere with or injure the operation of the Licensee's business. The Licensee may rely on the authority of the

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Executive Director, Allan V. Johnson, or his successor in office, to act on behalf of the Commission. Time is of the essence in the construction of the facilities, and the Commission will cooperate with Licensee ^{to} expedite approval of the plans and the construction and operation of the System.

16. Licensee, at all times during the term of this Agreement, or any renewal or extension thereof, and at its expense, will maintain the following insurance for bodily injury, death or property damage arising out of or in connection with the construction, maintenance or operation of the System:

(a) General public liability insurance with limits of not less than \$500,000 per accident, or not less than \$250,000 for property damage;

(b) Comprehensive automobile liability insurance with limits of not less than \$500,000 for injury or death of a single person, or not less than \$1,000,000 for any one accident, and not less than \$250,000 for property damage;

(c) Excess liability coverage with limits of not less than \$5,000,000; and

(d) Statutory Workers' Compensation coverage.

Such coverage may be provided by blanket policies of insurance covering other property or risks. The Commission shall be named as an additional insured in the general public liability and excess liability insurance policies.

17. Licensee will indemnify and hold the Commission harmless from any and all losses, costs, claims, damage and

expense, including attorneys' fees, arising out of, or related to, any claims made or actions brought against the Commission as a result of the Commission entering into this Agreement.

It is understood that the Commission may retain its own counsel presently representing it to represent it in any such claim or action, and shall maintain complete control over such action or claim as it relates to the Commission. If other outside counsel is selected by the Commission for such purpose, such counsel shall be subject to the reasonable approval of Licensee.

18. Licensee shall indemnify the Commission from and against all losses, costs, claims, damage and expenses for any bodily injury, death or property damage arising out of or relating to the construction, maintenance or operation of the System, except any such as shall be due to the negligence of the Commission. Neither the ^{Commission} Commission nor its employees shall be liable for any damage to the System caused by the Commission, its agents, employees, contractors or patrons, except any such damage as may be caused by gross negligence which is legally chargeable to the Commission or its employees.

Licensee shall also indemnify and hold the Commission harmless from any and all losses, claims, damage and expenses for patent infringement by the System or for libelous or slanderous communication through any part of the System by anyone other than the Commission, its employees or agents.



In contracts with its customers, Licensee will protect itself and the Commission from any and all liability for consequential damages for any interruption of the service provided by the System.

19. The Commission will revoke this Agreement only in accordance with the terms set forth herein, in whole or in part, as to any portion or segment. In addition, this Agreement shall terminate for the following reasons:

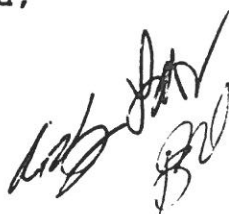
(a) If termination is required by operation of law because of the transfer of jurisdiction from the Commission;

(b) The abandonment by Licensee of all facilities with respect to any segment or the entire System, upon written notice to the Commission identifying the portion abandoned and the effective date of the abandonment.

(c) Upon expiration of the 25-year term hereof; or

(d) The failure of Licensee to make the payments required in paragraph 7 within fifteen (15) days after receipt of written notice of the Commission that such payments have not been received.

20. The Commission shall execute and deliver in recordable form a memorandum of this Agreement for each segment constructed in each county, identifying the route of the System, the term hereof and such other provisions as Licensee may reasonably request, and Licensee shall have the right to record counterparts of such memorandum in each county in which the cable is located within the Turnpike. It is understood,

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~~may reasonably request and Licensee shall have the right to
record counterparts of such memorandum in each county in which
the cable is located within the Turnpike. It is understood~~

however, that title to the Turnpike and to all real estate over which the Commission has jurisdiction, has been acquired by the Commission in the name of the State of Ohio, and that this license is not intended to create any interest in such real estate.

21. This Agreement shall be binding upon and inure to the benefit of Licensee and its successors or assigns. As set forth above in paragraph ¹⁰6, this Agreement shall not be binding on any successors of the Commission, unless the Commission through its best efforts can arrange an assignment with such successor.

This Agreement is subject to and shall be interpreted in accordance with and governed by the laws of the State of Ohio. Nothing in this Agreement shall be deemed to create the relationship of partners or joint ventures between the Commission and Licensee.

22. All notices and communications required or permitted under this Agreement shall be deemed delivered when deposited in the United States mail, registered or certified, and addressed as follows:

Ohio Turnpike Commission
682 Prospect Street
Berea, Ohio 44017
Attention: Executive Director

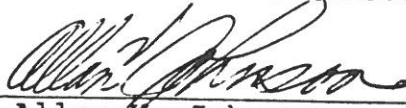
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Litel Telecommunications Corporation
200 Old Wilson Bridge Road
Corporate Hill I
Worthington, Ohio 43085
Attention: President

IN WITNESS WHEREOF, the parties have executed this
Agreement by their duly authorized officers.

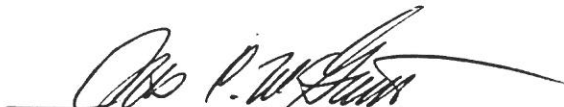
THE OHIO TURNPIKE COMMISSION

By



Allan W. Johnson
Executive Director

APPROVED:


Commission Counsel

LITEL TELECOMMUNICATIONS CORPORATION

By


President

Exhibit A

Fiber optic cable with 18 or more fibers for main cable

Fiber optic cable with two or more fibers for secondary cable

Repeater, terminal and junction shelters or vaults and related equipment, electrical service and climate control equipment

Splicing material and equipment

Cable splice housings and enclosures

Ducts, conduits, poles and hangers and other materials to place and install the cable

Flush and pole markers

Electronic and mechanical switching equipment and gear

Amplification and repeater equipment

Digital and analogue conversion equipment

Microwave antenna and dishes and all related electronic equipment and hardware and related shelters and equipment for conversion of light wave signals to microwave signals and the converse

All other facilities and equipment now or hereafter developed for the use and operation of a voice, video or data fiber optic telecommunication system

Exhibit D

**SECOND AMENDMENT TO LICENSE AGREEMENT BETWEEN OHIO
TURNPIKE AND INFRASTRUCTURE COMMISSION AND CENTURYLINK
COMMUNICATIONS, LLC**

THIS SECOND AMENDMENT TO THE LICENSE AGREEMENT dated November 19, 1984 (“License Agreement”), by and between Ohio Turnpike and Infrastructure Commission, formerly Ohio Turnpike Commission (“Commission”), a body corporate and politic in the State of Ohio, having an address at 682 Prospect Street, Berea, Ohio 44017, and CenturyLink Communications, LLC, formerly Litel Communications Corporation which became LCI Communications, Inc., as successor by assignment, which became LCI International Management Services, Inc., which merged with Qwest Communications, which became CenturyLink Communications, LLC. (“Licensee”), a Delaware corporation, having an office at 100 CenturyLink Drive, Monroe, Louisiana 71203, is made and entered into on the 30th day of November, 2019.

RECITALS:

WHEREAS, Commission and Licensee entered into the License Agreement dated November 19, 1984 providing for Licensee’s use of certain Ohio Turnpike right-of-way for the installation and use of fiber optic cable and associated equipment as part of a telecommunications system; and

WHEREAS, the License Agreement had an original term not to exceed twenty-five (25) years and which set forth an annual rental rate to be paid by Licensee to Commission for use of the Ohio Turnpike right-of-way and such rental rate was \$1600 per year per mile for cable installed within the right-of-way; and

WHEREAS, pursuant to a letter agreement dated February 22, 1996, Commission and Licensee amended the License Agreement to, among other things, extend the term of the agreement through November 30, 2019 and to establish annual rental rates for the fiber optic cable installed within the Ohio Turnpike right-of-way for the period of December 1, 1995 through November 30, 2019 (“First Amendment”); and

WHEREAS, the License Agreement is set to expire on November 30, 2019; and

WHEREAS, the current rental rate for the period of December 1, 2009 through November 30, 2019 is \$2,000 per mile per year; and

WHEREAS, Licensee has notified Commission of its desire to not renew the License Agreement with respect to an approximately twenty-five (25) mile segment of the Ohio Turnpike right-of-way from Delta, Ohio to the Indiana border (Mile Post 15.24 to Mile Post 40.50) (the “Terminated Branch”); and

WHEREAS, Commission and Licensee desire (i) to terminate the License Agreement only as to the portion related to the Terminated Branch; (ii) to extend the term of the License Agreement for an additional 12 months, through November 30, 2020; and, (iii) to establish a rental rate for the fiber optic cable located in the right-of-way for the period of December 1, 2019 through November 30, 2020.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and Licensee agree as follows:

1. The term of the License Agreement as set forth in Paragraph 1 of said License Agreement and extended through November 30, 2019 as provided in Paragraph 2 of the First Amendment is hereby extend for an additional twelve (12) months, specifically for the period of December 1, 2019 through November 30, 2020 .

2. The annual rental rate for the 12-month extension period shall be Two Thousand Three Hundred Eighty Four Dollars and Twenty Eight Cents (\$2,384.28) per mile for a total of 192.74 miles (from Mile Post 40.5 to Mile Post 233.24) which is a total annual rental amount of Four Hundred Fifty Nine Thousand Five Hundred Forty Six Dollars and Thirteen cents (\$459,546.13)(“Rental Amount”).

3. Upon execution of this Second Amendment, Commission will issue an invoice to Licensee for the Rental Amount and Licensee agrees to make payment to Commission within thirty (30) days of receipt of the invoice.

4. The notice address for Licensee set forth in Paragraph 22 of the License Agreement is deleted in its entirety and replaced with the following:

CenturyLink Communications LLC
700 West Mineral Avenue
Littleton, Colorado 80120
Attn. Steven C. Gordon, Senior Director

5. Commission and Licensee represent and warrant that each has the authority to enter into this Second Amendment, and that the signatories listed below are authorized representatives of Commission and Licensee respectively.

6. The License Agreement, First Amendment and this Second Amendment may not be amended or modified in any manner except by a written agreement signed by Commission and Licensee.

7. Except as expressly amended or modified in this Second Amendment, all other terms, covenant and conditions of the License Agreement and First Amendment are and shall remain in full force and effect. To the extent the provisions of this Second Amendment are inconsistent with the License Agreement or First Amendment, the terms of this Second Amendment shall control. All terms used but not defined herein shall have the meanings ascribed to such terms in the License Agreement.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Second Amendment as of the day and year first written above.

CENTURYLINK COMMUNICATIONS, LLC

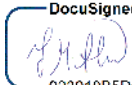
By: 
Steven C. Gordon

Steven C. Gordon
Senior Director

Print or type Name & Title

Date: 2/14/2020

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

DocuSigned by:

923910B5D612416...
By: _____
Ferzan M. Ahmed, P.E.
Executive Director

Date: 4/14/2020

Approved as to legal form:

By: 
Digitally signed by 407f7cff-5baf-4383-af79-3c4b1a8ab84e
DN: cn=407f7cff-5baf-4383-af79-3c4b1a8ab84e
Date: 2020.04.13 17:10:34 -0400
Jennifer L. Stueber, General Counsel
Date: _____

Exhibit E

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
TELECOMMUNICATIONS/R-O-W DEPARTMENT
FIBER OPTIC LICENSE AGREEMENTS
At 5/31/2020

Fiber Optic Cable Right-of-Way Agreements		Annual Revenue	MP		
Qwest	\$2,384.28/mile	\$ 459,546.13	2019		40.5-233.24
Verizon Business (Formerly MCI)	\$1,925/mile	\$ 15,977.50	1988	25 years	157.0-165.3
Verizon Business (Formerly MCI)	\$1,785/mile	\$ 29,988.00	1985	25 years	160.3-177.1
Verizon Business (Formerly MCI)	\$2,663.27/mile	\$ 87,888.00	1988/2013	25 years	165.5-198.5
CenturyLink (formerly Litel, LCI, Qwest LCI)	\$2,000/mile		1984	Expired	ROW
Buckeye Cablevision	\$3,000/yr plus CPI		1993	Cancelled 2020	Maumee River Bridge