

**FREDERICK COUNTY, MARYLAND**  
**INSTITUTIONAL NETWORK**  
**INDEFEASIBLE RIGHT OF USE AGREEMENT**

**THIS INSTUTIONAL NETWORK INDEFEASIBLE RIGHT OF USE AGREEMENT** (the “Agreement”) is entered into as of May 31, 2018 (the “Effective Date”), between COMCAST OF CALIFORNIA/MARYLAND/PENNSYLVANIA/VIRGINIA/WEST VIRGINIA, LLC (the “Company”), and FREDERICK COUNTY, MARYLAND (the “County”), a county corporation of the State of Maryland (each a “Party” and together referred to as the “Parties”).

**WHEREAS**, the Company operates a Cable System and provides cable television service in the County pursuant to the Franchise Agreement dated May 31, 2018 (“2018 Cable Franchise Agreement”);

**WHEREAS**, the Company’s predecessor in interest ACC Operations, Inc. (“Adelphia”) entered into a Commercial Services Master Service Agreement (“CSMSA”) on June 8, 2006 and Company succeeded to the rights, duties and obligations of Adelphia under the CSMSA;

**WHEREAS**, the County and Company entered into an Amendment to Commercial Services Master Service Agreement (“Amendment”) dated July 31, 2007 which is referenced in the July 31, 2007 Franchise Agreement between the Company and County (“2007 Cable Franchise Agreement”) whereby Company maintained, constructed and operated an I-Net in accordance with the terms and conditions of the 2007 Franchise Agreement, CSMSA and Amendment;

**WHEREAS**, the County and the Company agree that the continued operation of the Institutional Network (“I-Net”) within the County is in the public interest;

**WHEREAS**, the Company grants the County an indefeasible right to use the I-Net for the term of this Agreement, consistent with the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the promises, terms and conditions set forth below, which each of the Parties acknowledges as good and valuable consideration that supports their mutual promises and obligations herein, the County and Company mutually agree as follows:

**1. I-NET FACILITIES**

- A. The “I-Net Facilities” or “I-Net” covered by this Agreement are the existing and in-process Company constructed fiber connections to the demarcation point at the County’s I-Net sites as specifically identified on Exhibit A. The “Demarcation Point” for purposes of this Agreement shall be the patch panel, termination block, or other termination device located at each of the County’s I-Net sites, at the point closest to the Company’s facilities where the device facilitates transmission of signals to and from the I-Net provided by the Company. The I-Net Facilities shall be capable of full bi-directional, video, voice, and high-speed data communication between and among the County’s I-Net sites.

- B. The County accepts sole responsibility for any and all end user equipment necessary to make the County's I-Net sites operational from the Demarcation Point.
- C. The I-Net infrastructure covered by this Agreement includes all backbone and lateral fiber cables and strands, connectors, splices, splice boxes, housings and cabinets, conduit, attachments and any other appurtenances, necessary to physically provide continuous connectivity between and among the I-Net sites listed in Exhibit "A".

## 2. TERM

The initial term of the Agreement shall be for ten (10) years beginning on May 31, 2018 ("Effective Date") and ending on May 31, 2028 ("Initial Term") unless terminated earlier in accordance with the terms and conditions of the Agreement. Unless either Party notifies the other to the contrary in writing 180 days prior to the end of the Initial Term (or the end of any Additional Term as described below), this Agreement shall continue automatically for additional terms of two (2) years ("Additional Terms") until end of useful life is reached, as described in Section 4.F. of this Agreement. If the Parties have not reached agreement on the terms of the renewal of this Agreement before the end of the Initial Term or any subsequent Additional Term, this Agreement shall be extended on a month-to-month basis, unless and until either Party provides the other with written notice of termination at least sixty (60) calendar days prior to the requested date of termination. The Parties shall use commercially reasonable efforts to meet in a timely manner and discuss renewal and renewal terms.

## 3. MAINTENANCE AND REPAIR OBLIGATIONS

- A. The Company shall perform all demand, preventative and routine maintenance of the I-Net Facilities up to the Demarcation Point. Maintenance shall be performed by the Company at the same time and in the same fashion as demand, routine and preventative maintenance for the Company's cable residential subscriber network.
- B. The Company shall prepare and deliver to the County by July 15<sup>th</sup> of each year, beginning in July, 2018 an invoice in the amount specified in Exhibit "B" to cover the costs of demand, routine and preventative maintenance for the next twelve (12) months (i.e. July 1<sup>st</sup> through June 30<sup>th</sup>). If the demand, routine and preventative maintenance costs exceed that amount, any excess costs shall be the Company's responsibility. The Company shall submit this invoice to the Office of the County Executive, attention to the Chief Administrative Officer at Winchester Hall, 12 East Church Street, Frederick, MD 21701. The County shall process the invoice for payment within approximately sixty (60) calendar days from receipt of the invoice. In the event the invoice cannot be paid due to a lack of appropriation by the County, Company shall have the right to terminate this Agreement and all use of the network on 60-days written notice.
- C. Upon determination of an outage, the County shall immediately notify the Company by telephone at **1-800-441-6917** or through such other notification procedure as the Parties may establish. Upon notice from the County of an outage or from Company's internal

network monitoring systems, the Company shall immediately commence to investigate, to respond to, and to resolve the outage. With the exercise of all due diligence, the Company shall work to complete all necessary repairs in the shortest time reasonably possible.

- D. All maintenance work shall be performed in a manner consistent with ensuring that the network is highly reliable for all I-Net uses existing as of the Effective Date of this Agreement and in a manner consistent with good engineering practice, using qualified personnel.
- E. The Company will provide continuous service on the I-Net within the standards for network availability and reliability parameters which are the norms for large, wide area networks.

#### **4. USE OF I-NET FACILITIES**

- A. Subject to the restrictions set forth in this Section 4, the County may use the I-Net Facilities for any lawful noncommercial municipal, educational and governmental purpose existing as of the Effective Date of this Agreement.
- B. The County shall not use, or permit any other entity or person to use the I-Net Facilities in violation of this Agreement or of any law, rule, regulation or order of any governmental authority having jurisdiction over the I-Net Facilities. The County shall not use, or permit any other entity or person to use, the I-Net Facilities to provide any service or products to third parties that compete with any product or services provided by the Company. The County may not utilize the I-Net Facilities for any for-profit purpose and may not give away capacity or offer the I-Net Facilities for lease, barter or resale.
- C. The County shall be permitted to interconnect the I-Net, directly or indirectly, with any other network for non-commercial educational or governmental purposes and with additional I-Net sites the County may build for Public, Educational, and Governmental ("PEG") Access, video, voice, high-speed data, internet access or similar non-commercial governmental I-Net purposes. This includes interconnecting new and relocated sites with County fiber to existing I-Net fiber at splice points. The County shall not use, or permit any other entity or person to use, the Interconnected portion of the I-Net to provide any service or products to third parties that directly compete with any product or services provided by the Company. The County shall not overlash with Company plant. The County shall be responsible for any costs associated with this interconnection. This Agreement in no way limits the ability of the County to provide public accessibility to the internet at public facilities and sites such as libraries, parks and government buildings.
- D. The County may not lease, barter, sell or give away capacity, to any private entity or third party for a commercial purpose or any portion of the network without the prior written permission of the Company.

- E. The Parties agree that the Company shall not charge for the use of the I-Net provided to the County, other than the charges specified in this Agreement. The Company agrees that I-Net costs will not be deducted from franchise fees or PEG Capital Contributions.
- F. The Company shall not be obligated to expand the I-Net or replace the I-Net should the fiber that comprises it reach the end of its useful life ("EOUL") as determined by independent engineering tests. Such tests shall include an assessment of physical condition, as well as the optical transmission performance of the fiber optic infrastructure. Such performance will include, but may not be limited to, optical signal attenuation as measured by an OTDR and evaluation of the measurements against the performance required by the County. Such test will be administered by an independent, third party vendor that is mutually agreed upon by both the Company and the County. All costs for the tests will be paid by the County.
- G. When the fiber reaches this EOUL, the Company agrees to negotiate in good faith with the County to consider replacement of the EOUL I-Net fiber at industry standard labor and material cost rates. Fiber replacement directly attributable to the I-Net will be paid for by the County pursuant to a separate written agreement between the Parties. However, the Company has no obligation to replace fiber strands after they have reached the EOUL.

**5. RELOCATION**

In the event the Company alters its cable system requiring the relocation, replacement, or extension of I-Net Facilities under this Agreement, it will be responsible for costs necessary for such relocation, replacement, or extension. If relocation, replacement, or extension of I-Net Facilities is needed or caused as a result of action by the County, including relocation of sites listed in Exhibit A, or action by a party under the County's control and the County had the authority to prevent the relocation, replacement or extension of I-Net Facilities, the Company shall be entitled to reimbursement for any documented and invoiced costs associated with any such alteration, replacement, or extension from the entity causing such alteration, replacement or extension. If the entity is the County or is an agent of the County, then reimbursement from the County would be required.

**6. OWNERSHIP AND INDEFEASIBLE RIGHT OF USE**

All right, title, and interest in the I-Net Facilities and any other equipment or facility of the Company shall, at all times, remain exclusively with the Company. The County is granted an exclusive, indefeasible right of use of the I-Net Facilities in accordance with the terms and conditions set forth in this Agreement.

**7. LIENS AND ENCUMBRANCES**

Neither Party, directly or indirectly, shall create or impose any lien on the property of the other Party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party will promptly, at its own expense, take such action as may be

necessary to duly discharge any lien created by it on the property of the other. However, nothing in this Agreement shall be so construed as to prohibit the owner of any facilities from permitting the creation or imposition of a security interest on facilities that it owns.

## **8. INDEMNIFICATION**

- A. The Company agrees to indemnify, defend, protect and save the County, its elected officials, appointees, directors, employees, agents, and representatives harmless from and against any claim, damages, loss, liability, cost, and expense (including reasonable attorneys' fees) in connection with any personal injury or other tortious act, any other act or omission under this Agreement, including death, loss, or damage to any property or facilities arising out of or resulting in any way from the gross negligence or willful misconduct of the Company, its employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.
- B. The County shall be responsible for its own acts and those of its employees, servants, contractors, and/or agents in its use of the I-Net Facilities or any other activity it undertakes under this Agreement. To the extent permitted by the laws of the State of Maryland and/or available insurance coverage, and expressly subject to provisions of Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the Local Government Tort Claims Act, and except in the event of the Company's gross negligence or willful misconduct, the County agrees to indemnify, defend, protect and save the Company, its successors, assigns, officers and employees harmless from and against any claim, damages, loss, liability, cost, and expense (including reasonable attorneys' fees) in connection with any personal injury or other tortious act, including death, loss, or damage to any property or facilities arising out of or resulting in any way from the gross negligence or willful misconduct of the County, its employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.
- C. Neither Party shall be liable to the other for any consequential or punitive damages. EXCEPT AS OTHERWISE PROVIDED HEREIN, COMPANY PROVIDES THE I-NET AS-IS WITH NO WARRANTY OR GUARANTEE AS TO SUITABILITY FOR ALL POSSIBLE USES THE COUNTY MAY ATTEMPT TO MAKE OF THE NETWORK. ANY DAMAGES OWED BY THE COMPANY FOR SERVICE OUTAGES SHALL BE LIMITED TO THE PRO RATA PORTION OF THE FEE SET FORTH IN SECTION 3.B. ABOVE, FOR THE APPLICABLE OUTAGE PERIOD.
- D. The obligations of the indemnity set forth in Sections 8A and 8B are in each case subject to the following conditions: The indemnified Party shall (i) give timely written notice necessary to avoid an entry of default judgment to the indemnifying Party ("Indemnitor"), of any claim, action or proceeding subject to this Section; (ii) shall allow the Indemnitor at its own expense to defend such claims, action or proceeding; and (iii) cooperate with the Indemnitor in such defense, and (iv) not enter into any settlement or

compromise of such claim, action or proceeding without the prior written consent of the Indemnitor.

**9. REQUIRED APPROVALS**

The County shall obtain any government authorizations and approvals required for the County's use of the I-Net Facilities. The Company shall cooperate to that end as reasonably required.

**10. NOTICES**

All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Frederick County:

Frederick County Maryland  
Office of the County Executive  
12 East Church Street, Frederick, Maryland 21701  
Attn: Chief Administrative Officer

If to the Company:

Government Affairs  
Comcast Cable  
7850 Walker Drive, 2<sup>nd</sup> Floor  
Greenbelt, Maryland 20770

And to:

Government Affairs  
Comcast Cable Northeast Division  
676 Island Pond Road  
Manchester, NH 03109

**11. DEFAULT AND TERMINATION**

- A. The Company may terminate this Agreement, and may pursue all other remedies available to the Company at law and/or equity, upon sixty (60) calendar days' prior written notice to the County if the County knowingly uses or attempts to use the I-Net Facilities for any purpose other than the purposes authorized in this Agreement and does not abandon such use within seventy-two (72) hours upon notice by the Company; or (ii) upon sixty (60) calendar days' written notice to the County, if the County defaults in any

other obligation hereunder and fails to cure such default within the aforesaid sixty (60) calendar day period. "Default" shall not include an invoice that has been disputed pursuant to Section 20.

- B. The Company may terminate this Agreement upon one hundred eighty (180) calendar days' prior written notice to the County, if the Company, through no fault of its own: loses or fails to obtain renewal of any approval, consent, authorization, license, certificate, franchise, or permit required for the Company to perform its material obligations hereunder; or if such approval, consent, authorization, license, certificate, franchise, or permit is suspended for a period longer than sixty (60) calendar days and not renewed; or if it is adversely modified by a governmental authority in a manner that precludes the Company from performing its material obligations hereunder.
- C. The Company may terminate this Agreement without prior notice only to the extent that immediate termination is required by law, or regulation or a governmental authority. The Company shall provide written notice of such termination to the County as soon as it determines that it must comply with such requirement to terminate.
- D. The Company may terminate this Agreement upon sixty (60) calendar days' prior written notice in the event the County disputes or otherwise fails to pay a Company invoice for four (4) consecutive quarters after submission of that invoice to the County by the Company, and fails to cure such failure to pay within the aforesaid sixty (60) calendar day period.
- E. The County may terminate this Agreement upon sixty (60) calendar days' written notice to the Company, if the Company defaults in any material obligation hereunder and fails to cure such default within the aforesaid sixty (60) calendar day period.
- F. If Company's current or any renewal cable television franchise(s) in the County is forfeited, surrendered, terminated or otherwise ceases to be effective and binding upon Company, Company may terminate this Agreement as of the date of termination of the applicable franchise(s), unless Company continues to operate its cable system in the County under other local, Federal or State authority and provided this Agreement is not preempted by such other authority. In the event of termination under this paragraph, the County shall pay Company any amounts due and owing under this Agreement within sixty (60) days from the date of Company's termination or Company shall reimburse County the pro-rata share of maintenance fees already paid, whichever applies.
- G. Upon termination of this Agreement, and the conclusion of any judicial appeals, all rights of the County to use the I-Net Facilities shall cease and the Company may disconnect, terminate, remove or use the I-Net Facilities for any other purpose.

## **12. WAIVER**

The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions.

**13. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, and the venue for all actions initiated pursuant to this Agreement shall be in the Courts of Frederick County, Maryland or the United States District Court encompassing Frederick County. The parties hereby waive jury trial in all actions initiated pursuant to this Agreement.

**14. RULES OF CONSTRUCTION**

The captions and headings in this Agreement are strictly for convenience and shall not be considered as interpreting it or as amplifying or limiting any of its content.

**15. ASSIGNMENT**

- A. The County shall not assign this Agreement, without the express written consent of the Company, which consent shall be at the Company's sole discretion. Except as identified in this Agreement, the County shall not assign, transfer, directly or indirectly, on an integrated or unintegrated basis, in whole or in part, the I-Net Facilities or its right to use the I-Net Facilities as granted herein without the express written consent of the Company, which consent shall be at the Company's sole discretion.
- B. Any assignment by the Company of its rights under this Agreement, or of any interest of the Company in the I-Net Facilities, shall be subject to the express written consent of the County and the terms of this Agreement in the County's discretion. Such consent shall not be unreasonably withheld. Such assignment by the Company shall in no way adversely affect the County's indefeasible right of use of the I-Net.
- C. Any transfer or assignment proceeding which occurs due to a transfer or assignment of the 2018 Cable Franchise Agreement, shall encompass the transfer and assignment of this Agreement, such that a separate IRU transfer would not have to be initiated or approved.

**16. ENTIRE AGREEMENT**

This Agreement including the Exhibits, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and geographical locations referred to and supersedes any and all prior or contemporaneous agreements whether written or oral. The obligation to provide this I-Net IRU originates from Section 10 of the Franchise Agreement between the County and Company entered into May \_\_\_\_, 2018. This Agreement and Exhibits cannot be modified except in writing signed by the parties.

**17. RELATIONSHIP OF THE PARTIES**

The relationship between the County and the Company shall not be that of partners, agents or joint venturers for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, agency, or joint venture agreement between them.

**18. FORCE MAJEURE**

The obligations of the Parties hereto are subject to Force Majeure and neither Party shall be in default under this Agreement if any failure or delay in performance, other than the payment of obligations, is caused by any factor beyond such Party's reasonable control, including but not limited to, Acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes and work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Company's facilities are attached or to be attached or conduits in which Company's facilities are located or to be located. If any portion of the I-Net Facilities are destroyed or damaged beyond repair in the Company's reasonable judgment by an event of Force Majeure, the Company will use continuous efforts to restore, rebuild, relocate or otherwise redevelop the impacted I-Net Facilities as soon as commercially reasonable.

**19. SEVERABILITY**

If any provision of this Agreement is found contrary to law or unenforceable by any court of competent jurisdiction, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith a substitute provision.

**20. DISPUTES**

If the County disputes any invoiced cost or expense, the County shall give the Company written notice specifying the item disputed and the reason therefore. The County shall not withhold payment for any cost or expense which is not disputed. The parties shall, in good faith, diligently pursue resolution of any disputed item. In addition, Company may terminate this agreement in accordance with Section 11(D).

**21. NO THIRD PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the parties named herein and shall not be relied upon by third parties nor shall third parties have any rights arising out of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC

By: 

Name: Mary McLaughlin

Title: Regional Senior Vice President

ATTEST:

  
Clerk

FREDERICK COUNTY  
MARYLAND

By:   
Jan H. Gardner, County Executive

MA = 5/17/18

**EXHIBIT A – I-Net Facilities**

<b>Frederick County I-Net Locations</b>			
	<b>Sites</b>	<b>Address</b>	<b>Fiber Strand Counts</b>
1	Citizens' Nursing Home	1900 Rosemont Avenue, Frederick, MD	2
2	Citizen Services	401 Sagner Drive, Frederick, MD	2
3	County Warehouse	341 Montevue Lane, Frederick, MD	2
4	Department of Aging	1440 Taney Avenue, Frederick, MD	2
5	Elections/ Bourne Building	355 Montevue Lane, Frederick, MD	2
6	Emittsburg Comm. Center	301 South Seton Avenue, Emittsburg, MD	6
7	Family Partnership	8420 Gas House Pike, Frederick, MD	2/6
8	Frederick City Police Range (6 Fibers)	Treatment Plant Road, Frederick, MD	6
9	Frederick City Water Treatment Plant- Monocacy	1950 N. Market Street, Frederick, MD	6
10	Frederick City Water Treatment Plant- Linganore	6436 Plant Road, Frederick, MD	6
11	Frederick Memorial Hospital	400 West 7th Street, Frederick, MD	2
12	Police Department - Brunswick	20 E A Street, Brunswick, MD	2
13	Police Department - Thurmont	800 E Main Street, Thurmont, MD	2/72
14	Tourism (6 Pair)	151 S East Street, Frederick, MD	12
15	Transit/ Scott Key Center	1040 Rocky Springs Road, Frederick, MD	12
16	Weed Control	330 Montevue Lane, Frederick, MD	2
17	Frederick County Public Schools Admin	191 South East Street, Frederick, MD	6
18	Taskforce	1660 Unit 7 Bowman's Farm Road, Frederick, MD	2
19	Frederick Community College	7932 Opossumtown Pike, Frederick, MD	6
20	Winchester Hall	12 E Church Street, Frederick, MD	2
21	Health Services Department	350 Montevue Lane, Frederick, MD	2
22	Adult Detention Center	7300 Marcies Choice Lane, Frederick, MD	2
23	Department of Social Services	1888 N. Market Street, Frederick, MD	2
24	Frederick CO. Business and Employment Center	5340, Spectrum Drive, Frederick, MD	2
25	Law Enforcement Center	111 Aviation Drive, Frederick, MD	24
26	Substance Abuse	300B Scholl's Lane, Frederick, MD	2
27	Work Force Services	200 Monroe Avenue, Frederick, MD	2
28	East All Saint St Parking Deck	125 East All Saints Street, Frederick, MD	2
29	FITCI	4539 Metropolitan Court, Frederick, MD	2
30	City Water Treatment Plant	8145 Gas House Pike, Frederick, MD	2

Frederick County I-Net Locations			
	Fire Stations, Etc.	Address	Fiber Strand Counts
1	#01 Independent Hose Co.	310 Baughmans Lane, Frederick, MD	2
2	#02 Junior Fire Station	535 North Market Street, Frederick, MD	2
3	#03 United Steam Fire Engine Co.	79 South Market Street, Frederick, MD	2
4	#04 Citizens Truck Co.	15 South Court Street, Frederick, MD	2
5	#05 Brunswick Volunteer Fire Co.	223 West Potomac Street, Brunswick, MD	24
6	#06 Vigilant Hose Co.	25 West Main Street, Emmitsburg, MD	2
7	#07 Middletown Volunteer Fire Co.	13 South Church Street, Middletown, MD	2
8	#08 Myersville Volunteer Fire Co.	301 Main Street, Myersville, MD	2
9	#09 New Midway Volunteer Fire Co.	12045 Woodsboro Pike, New Midway, MD	2
10	#10 Guardian Hose Co.	21 North Church Street, Thurmont, MD	2
11	#11 Walkersville Volunteer Fire Co.	79 West Frederick Street, Walkersville, MD	2
12	#12 Braddock Heights Volunteer Fire Co.	6715 Jefferson Boulevard, Braddock Heights, MD	2
13	#14 Carroll Manor Volunteer Fire Co.	2795 Adams Street, Adamstown, MD	2
14	#15 New Market District Volunteer Fire Co.	76 West Main Street, New Market, MD	2
15	#16 Woodsboro Volunteer Fire Co.	2 South Third Street, Woodsboro, MD	2
16	#17 Libertytown Volunteer Fire Co.	12027 South Street, Libertytown, MD	2
17	#18 Graceham Volunteer Fire Co.	14026 Graceham Road, Thurmont, MD	2
18	#19 Brunswick Ambulance Co.	200 West Potomac Street, Brunswick, MD	2
19	#20 Jefferson Volunteer Fire Co.	4603-A Lander Road, Jefferson, MD	2
20	#21 Wolfsville Volunteer Fire Co.	12464 Wolfsville Road, Myersville, MD	2
21	#22 Lewistown District Volunteer Fire Co.	11101 Hessong Bridge Road, Frederick, MD	2
22	#23 Urbana Volunteer Fire/Rescue Co.	3602 Urbana Pike, Frederick, MD	2
23	#24 Walkersville Volunteer Rescue Co.	73 Frederick Street, Walkersville, MD	2
24	#25 New Market/Green Valley Station	3939 Green Valley Road, Monrovia, MD	2
25	#26 Emmitsburg Ambulance Co.	302 South Seton Avenue, Emmitsburg, MD	2
26	#28 Point of Rocks Station	1809 Ballenger Creek, Point of Rocks, MD	2
27	#30 Thurmont Comm. Ambulance Service	27 North Church Street, Thurmont, MD	2
28	#31 United/Westview Fire Station	5525 New Design Road, Frederick, MD	2
29	#33 Spring Ridge Fire Station	6061 Spring Ridge Parkway, Frederick, MD	2

**Frederick County I-Net Locations**

	<b>Parks, Etc.</b>	<b>Address</b>	<b>Fiber Strand Counts</b>
1	Urbana Park	3805 Urbana Pike, Frederick, MD	2
2	Ballenger Creek Park Multi-Purpose Building	5420 Ballenger Creek Pike, Frederick, MD	2
3	Rosehill Manor Park	1611 N Market Street, Frederick, MD	12
4	Rosehill Manor Park Maintenance Shop	1611 N Market Street, Frederick, MD	2
5	Catoctin Creek Nature Center	2929 Sumantown Road, Middletown, MD	2
6	Fountain Rock Park	8511 Nature Center Place, Walkersville, MD	2
7	Parks Maintenance Shop Pine Ave	430 Pine Avenue, Frederick, MD	6

	<b>Libraries</b>	<b>Address</b>	<b>Fiber Strand Counts</b>
1	Middletown Library	101 Prospect Street, Middletown, MD	2
2	Walkersville Library	57 West Frederick Street, Walkersville, MD	2
3	Brunswick Library	915 North Maple Avenue, Brunswick, MD	2
4	C. Burr Artz	East Patrick Street, Frederick, MD	2/72
5	Thurmont Library	76 East Moser Road, Thurmont, MD	6
6	Urbana Library	9020 Amelung Street, Frederick, MD	2
7	Walkersville Library	2 South Glade Boulevard, Walkersville, MD	2

	<b>Highway Sites</b>	<b>Address</b>	<b>Fiber Strand Counts</b>
1	Highway Satellite - Jefferson	3401 Burgee Drive, Jefferson, MD	2
2	Highway Satellite - Johnsville	13216 Coppermine Road, Union Bridge, MD	2
3	Highway Satellite - Pleasant Walk (Myersville)	10917 Pleasant Walk Road, Myersville, MD	2
4	Highway Satellite - Thurmont	7407 Blue Mountain Road, Thurmont, MD	2
5	Highway Satellite- Urbana	3211 Campus Drive, Ijamsville, MD	2

Frederick County I-Net Locations			
	Links	Address	Fiber Strand Counts
1	FCAA to Courthouse		72
2	Courthouse to A Hub		96
3	DSS to FCAA		96
4	DSS to Sagner		48
5	PSTF to Landfill		6
6	LEC to PSTF		144
7	PSTF Tower to PSTF Admin	5370 Public Safety Way	72
8	Montevue to Win Hall Redundant Route		6
9	117 E Church to CBA		72
10	A Hub to 340 Montevue		96
11	Pole # F4865 to Tower Site – Montevue	340 Montevue Lane, Frederick, MD	144
12	CBA to the LEC		24/2/70
13	Brunswick Hub		70/2
14	A Hub to PSTF		2
15	PSTF to Urbana FS Hub		2
16	Winchester Hall to Courthouse		48
17	Winchester Hall to Courthouse		96
18	Winchester Hall to City DPW		18
19	Winchester Hall to Law Enforcement Complex	Upgrade in process as of Effective Date of IRU	144

\* In addition, any and all backbone fiber needed to provide connectivity to the locations and links listed above, shall be considered part of this fiber optic network and shall be maintained and kept operational in the same manner as each connection listed herein.

## Exhibit B

Annual Cost	
Year 1	\$74,382.49
Year 2	\$96,128.57
Year 3	\$97,906.94
Year 4	\$99,718.22
Year 5	\$101,563.01
Year 6	\$103,441.93
Year 7	\$105,355.60
Year 8	\$107,304.68
Year 9	\$109,289.82
Year 10*	\$111,311.68

\*Note: For each Year after Year 10, the Annual Cost will be increased by 1.85 percent from the previous Year's Annual Cost.