

ORDINANCE NO. 2025-29  
AN ORDINANCE AUTHORIZING THE CITY OF NORTH AUGUSTA TO GRANT A  
NONEXCLUSIVE FRANCHISE AGREEMENT WITH LUMOS FIBER OF SOUTH  
CAROLINA, LLC

WHEREAS, Lumos Fiber of South Carolina, LLC, a South Carolina limited liability company, (hereinafter “Lumos” or “Grantee”), has requested that the City of North Augusta, a South Carolina municipal corporation (hereinafter “City” or “Grantor”) grant to said company a new nonexclusive franchise agreement related to its use and occupancy of the streets and public rights-of-way of the municipality for the construction, installation, maintenance, and operation of its telecommunications network facilities; and

WHEREAS, Grantee is a limited liability company duly organized and existing under the laws of South Carolina; and

WHEREAS, Grantee desires to use and occupy the streets and Public Rights-of-Way (as hereinafter defined) located within the City for the purposes of constructing, installing, and maintaining network facilities for Telecommunications Services within and through the City; and

WHEREAS, the City has the authority to grant franchises and other authorizations for the use and occupancy of the streets and Public Rights-of-Way; and

WHEREAS, the City is agreeable to allowing Grantee to use the streets and Public Rights-of-Way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the City in the future; and

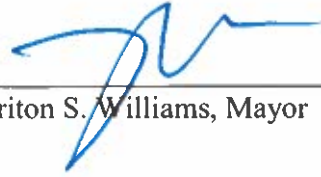
NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, that:

1. The City hereby grants to Lumos Fiber of South Carolina, LLC a nonexclusive franchise to use and occupy the Public Rights-of-Way within the City for the construction, installation, operation, maintenance, repair, and replacement of network facilities to provide Telecommunications Services, as set forth in the Franchise Agreement attached hereto and incorporated herein by reference as “Exhibit A”.
2. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
3. This Ordinance shall become effective immediately upon its adoption on second and final reading.
4. The City Administrator is authorized to execute any documents necessary to complete the granting of this franchise agreement.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 17<sup>th</sup> DAY OF NOVEMBER, 2025.

First Reading 11/3/2025

Second Reading 11/17/2025



\_\_\_\_\_  
Briton S. Williams, Mayor

ATTEST:



\_\_\_\_\_  
Jamie Paul, City Clerk

# Exhibit A

## NONEXCLUSIVE FRANCHISE AGREEMENT WITH LUMOS FIBER OF SOUTH CAROLINA, LLC

This Nonexclusive Franchise Agreement (hereinafter “Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between the City of North Augusta, a South Carolina municipal corporation (hereinafter “City” or “Grantor”) and Lumos Fiber of South Carolina, LLC, a South Carolina limited liability company, (hereinafter “Lumos” or “Grantee”), having its principal office at 4100 Mendenhall Oaks Pkwy., Suite 300, High Point, NC 27265.

**Section 1. Grant of Authority.** (a) Subject to the terms of this Agreement, the City hereby grants to Grantee the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of Telecommunications Service in the Public Streets and Public Rights-of-Way in the City. Grantee shall be solely responsible for obtaining any required consents from State agencies or private parties to the extent that its operations affect State or private property.

(b) Grantee acknowledges that this grant of authority is for the benefit of Grantee only, and that Grantee is not authorized to lease, sublease, assign or otherwise allow other providers to use or occupy the Public Rights-of-Way except in accordance with provisions of this Agreement.

(c) Grantee acknowledges that, to the extent allowed by Commonwealth and Federal law, the City has the authority to adopt ordinances regulating the use of the Public Rights-of-Way, so long as such ordinances apply equally to all certificated providers of Telecommunications Services and are related to using the Public Streets and Public Rights-of-Way in the City. Grantee agrees to be bound by all such future lawful ordinances so long as it operates telecommunication services or has property or equipment within the Public Streets or rights-of-way located in the City.

(d) This Agreement is not a grant by the City of any fee simple or other property interest except as expressly contemplated by this Agreement and is made subject and subordinate to the prior and continuing right of the City to use the Public Streets and Public Rights-of-Way occupied by Grantee for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said Public Streets and Public Rights-of-Way.

(e) This Agreement shall be in full force and effect from and after the date of its approval by the City Council governing body; provided, however, that notwithstanding such approval, this Agreement shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the City, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

# Exhibit A

**Section 2. Definitions.** For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

“*City*” means the City of North Augusta, South Carolina, and where appropriate to the context, its officers, agents, employees, and volunteers.

“*City Attorney*” means the City Attorney or his designee.

“*City Council*” means the City Council of the City.

“*City Engineer*” means the City Engineer or his designee.

“*City Property*” means and includes all real property owned by the City, including all property held in a proprietary capacity by the City.

“*Conduit*” means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of Telecommunications Service.

“*Duct*” means a pipe, tube, channel, or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of Telecommunications Service.

“*Mayor*” means the Mayor or their designee.

“*Public Streets*”, “*Public Rights-of-Way*” or “*public ways*” include the surface of, and the space above and below, any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including unimproved surfaces, now or hereafter held by the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer service or other public use, whether present or future, to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such streets and easements for the purpose of providing Telecommunications Services.

“*Public Works*” or “*Public Improvements*” include, without limitation, the construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm sewer, force main, drainage or communications facility of the City.

“*Telecommunications Facilities*” means the plant, equipment, and property, including, but not limited to, the poles, pipes, mains, Conduits, Ducts, fiber optic and other cables, circuits, and wires, and any other equipment and property used by Grantee to provide Telecommunications Service.

“*Telecommunications Service*” means the providing or offering for rent, sale, or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite, or other Telecommunications Facilities, but not including cable television service.

# Exhibit A

## **Section 3. Term of Agreement, Termination.**

3.1 The term of this Agreement shall be for a term of twenty years, commencing on the Effective Date (“Term”). Upon termination of this Agreement as herein provided, and unless the parties are in active good faith negotiation of a new franchise agreement, Grantee shall be prohibited from further access to the Public Rights-of-Way in the City.

3.2 The City may terminate this License Agreement and the License granted herein for any of the following reasons:

- a. Failure to cure a breach of this Agreement or noncompliance with the City’s right-of-way policy after receipt of written notice and a thirty (30) day cure period; or
- b. Lumos’s physical presence or presence of Lumos’s Telecommunications Facilities on, over, above, along, upon, under, across, or within the Public Streets present a direct or imminent threat to the public health, safety, or welfare;
- c. Lumos’s failure to construct the Telecommunications Facilities substantially in accordance with the permit and approved plans; or
- d. Failure to provide the required traffic control; and to respond to requests from the City to correct such deficiencies within a reasonable time frame.

Upon termination of this Agreement for any reason, Lumos shall, within one hundred and eighty (180) days of written notice from the City, remove its Telecommunications Facilities from all Public Streets and restore all Public Streets as required herein other than any Telecommunications Facilities which the City may permit to be abandoned in place.

Lumos may terminate one or more of the Telecommunications Facility locations pursuant to this Agreement by giving at least thirty (30) days’ written notice. Lumos may terminate this Agreement in its entirety at its convenience on one hundred eighty (180) days’ written notice to the City. Lumos will not be subject to any penalty or fee for terminating such Telecommunications Facilities location prior to the end of the term of this Agreement.

**Section 4. Compliance with Applicable Law.** Grantee shall at all times during the term of this Agreement comply with all applicable federal, commonwealth, and local laws, ordinances, and regulations. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

**Section 5. Construction; Location or Relocation of Facilities.** All Grantee facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the City.

## Exhibit A

5.1. Grantee shall obtain all required permits for the construction or installation of its facilities as required in this Agreement, provided, however, that nothing in this Agreement shall prohibit the City and Grantee from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

5.2. In the performance and exercise of its rights and obligations under this Agreement, Grantee shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, Public Works, facilities of other telecommunication providers, or City Property, through Grantee's actions or inaction that are unrelated to Grantee's construction activities without the prior approval of the City.

5.3. Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the City to perform any Public Works or Public Improvements. If any facilities of Grantee interfere with the construction, operation, maintenance, repair or removal of such Public Works or Public Improvements, within one hundred and eighty (180) days after written notice by the City (or such other period of time as may be agreed upon in writing by the City and Grantee), Grantee shall, at its own expense protect, alter, remove or relocate facilities, as directed by the Mayor or City Engineer. If Grantee fails to so protect, alter, remove, or relocate equipment within such period, the City may break through, remove, alter, or relocate the facilities of Grantee without any liability to City, and Grantee shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation. Grantee shall also reimburse the City for or bear any additional cost actually incurred by the City as a result of Grantee's failure to comply with the City's request to protect, alter or remove equipment under this Agreement. The City may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing action in any court of competent jurisdiction or exercising the City's rights to draw on bonds or in any other lawful manner, individually or in combination.

5.4. The City retains the right and privilege to cut or move any Telecommunications Facilities located within the public ways or other areas of the City as the City may determine to be necessary and appropriate in response to any life-threatening emergency. The City will endeavor to provide prior notice to Grantee of such emergencies which may impact its Telecommunications Facilities. If City is unable to provide prior notice of the life-threatening emergency as described above, City shall notify Grantee within twenty-four (24) hours of the occurrence of such emergency.

5.5. The facilities of Grantee shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the Public Streets or rights-of-way. Grantee shall construct, maintain, and locate its Telecommunications Facilities so as not to interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the City.

5.6. The City shall have the right to specifically designate the location of the facilities of Grantee with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public

## Exhibit A

electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and public and private property. Failure by the City to designate the location of Grantee's facilities shall not relieve Grantee of its responsibilities in matters of public safety, as provided in this Agreement.

5.7. Except in the cases of emergencies, Grantee shall not move, alter, change, or extend any of its Telecommunications Facilities in any public street or public right-of-way unless prior written notice of its intention to do so is given to the Mayor and permission in writing to do so is granted, or such requirement is waived, by the Mayor. The Mayor shall either approve or deny Grantee's request to relocate its facilities within five (5) days of receipt of Grantee's request. Such permission shall not be unreasonably withheld by the Mayor and shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by Grantee shall also be coordinated with the City's annual paving program through the Office of the City Engineer.

5.8. Grantee shall not open, disturb or obstruct, at any time, any more of the Public Streets or Public Rights-of-Way than is reasonably necessary to enable it to proceed in laying or repairing its Telecommunications Facilities. Grantee shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by Grantee, Grantee shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present.

5.9. After the installation, removal, relocation, construction, or maintenance of the fiber optic or other cable and related facilities is completed, Grantee shall, at its own cost, repair and return the Public Streets or Public Rights-of-Way to a minimum of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. Grantee shall be responsible for repairing damage to City street pavements, existing utilities, curbs, gutters, and sidewalks due to Grantee's installation, construction, maintenance, repair, or removal of its Telecommunications Facilities in the Public Streets, Public Rights-of-Way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of Grantee to repair, replace and restore said damaged property, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City, after sixty (60) days' notice in writing shall have been given by the City, the City may cause such necessary repairs to be made and may collect the costs incurred from Grantee, including but not limited to, exercising the City's rights to draw on bonds. The City may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing an action in any court of competent jurisdiction or in any manner allowed by law.

5.10. Neither Grantee, nor any person acting on Grantee's behalf, shall take any action or permit any action to be done which may impair or damage any City Property more than is reasonably necessary to enable it to install or repair its Telecommunications Facilities, including,

## Exhibit A

but not limited to, any public street, public right-of-way or other property located in, on or adjacent thereto.

5.11. In the event of an unexpected repair or emergency, Grantee may commence such repair and emergency response work as required under the circumstances, provided Grantee shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable.

5.12. Grantee shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

5.13. Grantee shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

5.14. Grantee shall obtain all required permits from the City and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. Grantee shall furnish detailed plans of the work and other required information prior to issuance of a permit. Grantee shall comply with all applicable ordinances and permitting requirements.

A single permit may be issued for multiple excavations to be made in Public Streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, Grantee shall make a report of each such excavation to the City within two (2) working days. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay Grantee in efficiently discharging its public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial.

5.15. (a) Promptly after installation, repair or extension of the Telecommunications Facilities or any portion thereof or any pavement cut by Grantee in any public way of the City, the incidental trenches or excavations shall be refilled by Grantee in a manner acceptable to the Mayor. Pavement, sidewalks, curbs, gutters or any other portions of public ways damaged, disturbed or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by Grantee at its own expense; however, where it is necessary, and if authorized by the City, in order to achieve the former conditions, Grantee shall use materials whose type, specification and quantities exceed or are different from those used in the installation, then Grantee at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut, Grantee shall replace the full width of the existing sidewalk or appropriate sections of paving as determined by the City Engineer and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. Grantee shall maintain, repair, and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by Grantee, provided such maintenance

## Exhibit A

and repair shall be necessary because of defective workmanship or materials supplied by Grantee.

(b) All trees, landscaping and grounds removed, damaged, or disturbed as a result of the construction, installation maintenance, repair or replacement of Telecommunications Facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work.

5.16. (a) Grantee shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by Grantee in the installation, operation, maintenance, or extension of Grantee's Telecommunications Facilities. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by Grantee after thirty (30) days' notice to do so, given by the City to Grantee, may be removed or corrected by the City, and the cost thereof shall be charged against Grantee and payable within forty-five (45) days of receipt of an invoice from the City. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities or other property resulting from construction or maintenance of Grantee Telecommunications Facilities shall be borne by Grantee and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by Grantee to the City.

(b) If weather or other conditions do not permit the complete restoration required by this Section, Grantee shall temporarily restore the affected property. Such temporary restoration shall be at Grantee's sole expense and Grantee shall only be required to make reasonable, temporary restorations based on the conditions. Grantee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(c) Grantee or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the South Carolina Department of Transportation.

5.17. Except in the case of the City's negligence or intentional or willful misconduct, the City, its officers, agents, or employees, shall not be liable for any damage to or loss of any of Grantee's Telecommunications Services or Telecommunications Facilities within the public ways or any other areas of the City as a result of or in connection with any Public Works, Public Improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

5.18. Grantee shall cooperate with the City in coordinating its construction activities as follows:

(a) Grantee shall provide the City with a schedule of its proposed construction activities prior to commencing any expansion of its backbone system;

(b) Upon request, Grantee shall meet with the City and other users of the public ways to coordinate construction in the public ways; and

## Exhibit A

(c) All construction locations, activities and schedules shall be coordinated, as directed by the City Engineer, to minimize public inconvenience, disruption, or damages. Grantee shall submit a written construction schedule to the City Engineer at least ten (10) working days before commencing any work in or about the Public Streets or Public Rights-of-Way. Grantee shall further notify the City Engineer not less than five (5) working days in advance of such excavation or work and shall comply with the provisions of the South Carolina Underground Facilities Damage Prevention Act.

**Section 6. Mapping.** (a) Grantee shall maintain an accurate map of its Telecommunications Facilities in the City. Grantee shall provide the City with “as built” drawings and an accurate map or maps showing the location of its facilities, including pole lines and Conduit lines and any other facilities requested by the City, to include a digitized map(s) in both printed and electronic form. Grantee shall, upon request, provide updated maps annually of Telecommunications Facilities in the City.

(b) Prior to its installation of any Telecommunications Facilities in the Public Streets or Public Rights-of-Way and after Grantee provides the City with its proposed plans for the Telecommunications Facilities, the City may in its reasonable discretion designate certain locations to be excluded from use by Grantee for its Telecommunications Facilities, including, but not limited to, ornamental or similar specially designed street lights or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for Grantee’s facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications Facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of Grantee, the City will cooperate in good faith with Grantee to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial costs nor require the City to acquire new locations for Grantee. Grantee shall, prior to any excavation or installation within the Public Streets or Public Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the Public Streets or Public Rights-of-Way as may be provided for by a separate City policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the Public Streets or Public Rights-of-Way and maximize its useable capacity.

**Section 7. Insurance Requirements.** At all times during the term of this Agreement and any renewal period, Grantee shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A- VII by A.M. Best Co.

(a) *Commercial General Liability.* Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars (\$2,000,000) combined single limit for any one occurrence. However, the parties acknowledge that Grantee may meet the policy limit in this Section by

## Exhibit A

combination of Grantee's General Commercial Liability Policy and Grantee's Umbrella or Excess Liability Policy.

(b) *Contractual Liability.* Broad form Contractual Liability insurance, including the indemnification obligations of Grantee set forth in this Agreement.

(c) *Workers' Compensation.* Workers' Compensation insurance covering Grantee's statutory obligation under the laws of South Carolina and Employer's Liability insurance for all its employees engaged in work under this Agreement.

(d) *Automobile Liability.* Automobile Liability insurance having minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

(e) *Pollution Liability Insurance.* Grantee shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

(f) *Umbrella Coverage.* The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

(g) Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is sooner, Grantee shall provide the City with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate(s) and evidence of insurance shall include the City, its officers, agents, and employees as additional insureds. Grantee shall obtain a written obligation on the part of each insurance company to notify Grantee at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from Grantee's insurance company, Grantee will immediately notify the City of any of the required coverages that are not replaced. Grantee shall furnish the City with current certificate(s) of insurance evidencing such coverage upon request.

**Section 8. Surety.** (a) Within ten (10) days after the Effective Date of this Agreement, and prior to the commencement of any construction by Grantee, Grantee shall furnish and file with the City an irrevocable bond, in a form and by a surety authorized to do business in South Carolina, in the amount of Fifty Thousand Dollars (\$50,000) securing its faithful performance of the terms and conditions of this Agreement. Grantee shall maintain such bond for the duration of this Agreement, unless otherwise agreed to in writing by the City. Failure to maintain the bond shall be deemed a material default by Grantee of this Agreement.

The bond shall guarantee Grantee's faithful performance of the terms and conditions of this Agreement, including, but not limited to: (1) the timely completion of construction; (2) compliance with applicable plans, permits, technical codes and standards; (3) proper location of the

## Exhibit A

facilities as specified by the City; (4) restoration of the public ways and other property affected by the construction as required by this Agreement; (5) the submission of "as-built" drawings after completion of the work as required by this Agreement; (6) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work; and (7) the payment by Grantee of all lawful liens, taxes, damages, claims, costs or expenses which the City has been compelled to pay or has incurred by reason of any act or default of Grantee under this Agreement and all other payments due the City from Grantee pursuant to this Agreement.

(b) Whenever the City determines that Grantee has violated one (1) or more terms, conditions, or provisions of this Agreement for which relief is available against the bond, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the violation so as to afford Grantee an opportunity to remedy the violation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to correct the violation before the City may make demand upon the bond. Failure to maintain the bond shall be a martial default under this Agreement.

(c) Such bond shall be in addition to any performance, defect bond, or other surety required by the City in connection with the issuance of any construction or any successor ordinance.

**Section 9. Indemnification & Limitation of Liability.** Grantee agrees to indemnify, defend and hold harmless the City, its officers, employees and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by Grantee of the terms and conditions of this Agreement, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees and agents. In addition, Grantee shall protect, indemnify, and hold harmless the City, its officers, agents, and employees, from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Telecommunication Facilities or the provision of Telecommunication Service, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees or agents.

EXCEPT FOR ANY UNAUTHORIZED USE OR DISCLOSURE OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR A PARTY'S CONFIDENTIAL INFORMATION OR ANY INDEMNIFICATION OBLIGATIONS HEREUNDER (1) IN NO EVENT WILL GRANTEE BE LIABLE TO THE CITY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS; (2) CITY HEREBY RELEASES THE GRANTEE, ITS SUBSIDIARIES, PARENT COMPANIES AND AFFILIATES, AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, MANAGERS, COUNCIL MEMBERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIM FOR SUCH TYPES OF DAMAGES; AND (3) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GRANTEE FOR ANY BREACH OF THIS AGREEMENT EXCEED THE TOTAL COST OF CONSTRUCTION IN THE SIX (6) MONTHS PRECEDING THE DATE OF THE BREACH. IN PARTICULAR WITH RESPECT TO CONSTRUCTION, GRANTEE'S ENTIRE LIABILITY FOR ANY DAMAGE CAUSED TO

## Exhibit A

THE CITY BY ANY CONSTRUCTION WORK PERFORMED BY OR FOR GRANTEE WILL BE LIMITED TO THE COST OF REPAIRING PHYSICAL PROPERTY DAMAGE THAT OCCURS AT THE SITE OF CONSTRUCTION. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 ARE A FUNDAMENTAL BASIS OF THIS AGREEMENT, AND EACH PARTY UNDERSTANDS AND AGREES THAT THE OTHER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

**Section 10. Fees.** (a) In consideration of the grant of authority to utilize the streets and public places of the City for the provision of Telecommunications Service, and in accordance with Applicable Law and ordinances, GRANTEE shall pay such franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the City. GRANTEE shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the City. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the Applicable Law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers presently contained in said statute shall be removed or modified, the City will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted by that statute or by such Applicable Law as may then govern; GRANTEE will be free to challenge any fee structure not in compliance with Applicable Law.

(a) For the use of the Right of Way, as defined by S.C. Code Section 58-9-2230, to provide Telecommunications Service, GRANTEE shall pay to the City a franchise fee in the amount of \$500.00 per annum which fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a Telecommunications Service provider for use of the Right of Way to the extent required by S.C. Code Section 58-9-2230. The initial franchise fee shall be paid to City on or before the effective date, and thereafter on January 2 of each calendar year this Agreement remains in effect.

(b) Interest will be charged on any late payment at the maximum rate permitted under state law, or if there is no such rate, the interest will be 1.5% per month a payment is late.

**Section 11. General provisions.** (a) *Authority.* Grantee warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities to provide all Telecommunications Facilities and services it intends to provide within the City, and upon request by the City will provide evidence of such authority.

(b) *Other remedies.* Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or Grantee may have, at law or in equity, for enforcement of this Agreement.

(c) *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

## Exhibit A

(d) *Nonenforcement.* Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.

(e) *Conflicts of law.* If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

(f) *Controlling law and venue.* By virtue of entering into this Agreement, Grantee agrees and submits itself to a court of competent jurisdiction in the City, South Carolina or in the United States District Court for the District of South Carolina, and further agrees that this Agreement is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.

(g) *Captions.* The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) *Nondiscrimination.* During the performance of this Agreement, Grantee agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Grantee, in all solicitations or advertisements for employees placed by or on behalf of Grantee, will state that Grantee is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(i) *Notices.* (a) Notices given pursuant to this Agreement shall be in writing and addressed as follows:

To the City: City Administrator  
100 Georgia Ave.  
North Augusta, SC 29841

With a Copy to: City Attorney  
100 Georgia Ave.  
North Augusta, SC 29841

To Grantee: Chief Network Officer  
4100 Mendenhall Oaks Parkway  
Suite 300,  
High Point, North Carolina 27265

# Exhibit A

With a Copy to: General Counsel  
4100 Mendenhall Oaks Parkway  
Suite 300,  
High Point, North Carolina 27265

(b) Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

*[Signatures on Following Page]*  
*[Remainder of Page Intentionally Blank]*

# Exhibit A

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

**LUMOS FIBER OF SOUTH CAROLINA, LLC**

A limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

City/County of \_\_\_\_\_, TO WIT;

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_, of Lumos Fiber of South Carolina, LLC, a South Carolina limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My registration number: \_\_\_\_\_

# Exhibit A

**CITY OF NORTH AUGUSTA**  
a South Carolina municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Administrator  
Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

SOUTH CAROLINA  
CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, City Administrator/Authorized Designee of the City Administrator of the City of North Augusta, on its behalf. He/She is personally known to me.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
My registration number: \_\_\_\_\_

SOUTH CAROLINA  
CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, City Clerk of the City of North Augusta, on its behalf. He/She is personally known to me.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
My registration number: \_\_\_\_\_