

## **FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Louisville/Jefferson County Metro Government (hereinafter "Louisville Metro"), and Extenet Systems, Inc.

### **WITNESSETH:**

**WHEREAS**, pursuant to Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances and Sections 163 and 164 of the Kentucky Constitution, the Louisville Metro solicited bid proposals from parties interested in obtaining franchises to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky; and

**WHEREAS**, Extenet Systems, Inc. submitted a bid proposal to Louisville Metro for a communications services franchise pursuant to the requirements of Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances.

**WHEREAS**, pursuant to Ordinance No. \_\_\_\_\_ Series 2015, Louisville Metro granted to Extenet Systems, Inc. for a period of twenty (20) years, a non-exclusive franchise to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky pursuant to Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances.

**WHEREAS**, Louisville Metro and Extenet Systems, Inc. have entered into this Franchise Agreement to memorialize the award by Louisville Metro to Extenet Systems, Inc. of said franchise pursuant to the terms and conditions reflected in Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, Louisville Metro and Extenet Systems, Inc. hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances are incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of Extenet Systems, Inc. for said franchise, which is attached hereto as Exhibit "A", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Extenet Systems, Inc. agrees to comply with all applicable requirements as set forth in the Louisville Metro Public Works & Assets Utility Policy.

4. Louisville Metro has granted unto Extenet Systems, Inc. a non-exclusive franchise, for a term of twenty (20) years to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky and as more specifically identified in the above-mentioned bid pursuant to Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances.

5. The franchise memorialized in this Franchise Agreement shall commence \_\_\_\_\_, 2015, and shall expire on \_\_\_\_\_, 20\_\_\_\_.

6. Extenet Systems, Inc. does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in this

Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

7. This Franchise Agreement memorializes the agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

**IN WITNESS WHEREOF**, Louisville Metro and Extenet Systems, Inc. have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

**EXTENET SYSTEMS, INC.**

\_\_\_\_\_  
**GREG FISCHER, MAYOR**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGALITY**

**Michael J. O'Connell  
Jefferson County Attorney**

**By:** \_\_\_\_\_  
**Assistant County Attorney**