

ORDINANCE NO. 13-1996

AN ORDINANCE PERMITTING AND REGULATING THE CONSTRUCTION, MAINTENANCE AND USE OF AN INTERNAL FACILITIES LINK FOR A LONG DISTANCE TELECOMMUNICATIONS SYSTEM OPERATED BY IXC CARRIER, INC., ACROSS, OVER AND UNDER CERTAIN STREETS, HIGHWAYS AND PUBLIC RIGHTS-OF-WAY OF THE CITY OF ABILENE, TEXAS; CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO BECOME EFFECTIVE UPON PASSAGE, APPROVAL AND ACCEPTANCE BY IXC.

WHEREAS, IXC Carrier, Inc., ("IXC") desires use of certain public right-of-way within the City of Abilene, Texas, for the purposes set forth below pursuant to the provisions of the laws of the State of Texas, including, but not limited to, Article 1416 V.A.C.S.; and

WHEREAS, it is the position of the City of Abilene that IXC must obtain a license in order to use the public right-of-way; and

WHEREAS, the City Council has determined that it is appropriate to grant the following license to IXC; and

WHEREAS, IXC is willing to accept this license solely on a compromise and settlement basis, to avoid the time and expense of litigation, without waiving any rights it may have under Article 1416, V.A.C.S.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

SECTION 1: PURPOSE AND TERM

THAT the City of Abilene, Texas, ("City") hereby grants to IXC, and its successors and assigns, for the full term of ten years from the date of passage of this ordinance, a license to acquire, erect, construct, replace, reconstruct, maintain, use, repair, relocate, and operate in, over, under, along, and across certain streets, highways, alleys, bridges and public ways of the City ("public right-of-way") all necessary or desirable wires, cables, underground conduits, manholes, or other structures or appurtenances ("facility" or "facilities") in connection with a long distance telecommunications system or systems (not including cable television or local exchange telephone service) that provides long distance telecommunications service ("system"), subject to the provisions of this ordinance. The license may be renewed for two (2) successive terms of five (5) years each by agreement of both parties. IXC must request renewal at least one year prior to the end of the term. The only public right of way which IXC shall use pursuant to this ordinance shall be that right of way necessary for the construction, replacement, reconstruction, maintenance, use, repair, relocation, and operation of a fiber optic cable system. Such right-of-way is limited to that described in Exhibit "A" which is incorporated by reference herein for all purposes.

SECTION 2. TERMINATION

A. The City Council shall have the option to declare this ordinance terminated at any time for failure of IXC to comply with any term, condition or provision of this ordinance, in accordance with the following procedures:

- a) The City shall provide IXC with written notice of IXC's failure to comply with the ordinance.
- b) If IXC fails to cure its alleged violation of the ordinance within thirty (30) days, the City Council shall consider the alleged violation in a public hearing; provided, however, that if IXC commences efforts to cure the alleged violation and diligently pursues its efforts to the satisfaction of the Director of Development Services, such alleged violation shall cease to exist and shall not be placed before the City Council for consideration.
- c) All notice requirements regarding the public hearing shall be met by providing written notice to IXC ten (10) days prior to the date of the public hearing and by publishing notice of the item with the council agenda.
- d) The City Council, after full public hearing providing due process to IXC and upon a finding of violation of the ordinance, may either declare the ordinance terminated or excuse the violation upon a showing by IXC of mitigating circumstances or good cause for said violation.
- e) IXC shall not be excused from complying with any and all of the terms and conditions of this ordinance by any previous failure of the City to insist upon or to seek compliance with the ordinance.
- f) Notwithstanding the provisions above, failure by IXC to pay its annual fee as set forth in the provisions of Section 3 and where such failure shall have remained uncured for a period of ten (10) business days after the City's delivery of notice to IXC of such failure shall render this ordinance terminated.

B. IXC may terminate this license by giving notice of at least one year.

C. If this ordinance is terminated, IXC shall within ninety (90) days remove all of its cabling and above ground facilities from the public right-of-way, except for those items that the City specifically agrees can be left. If IXC fails to remove its facilities, the City shall have the right to remove the IXC facilities at IXC's expense. Upon presentation of a record of costs, IXC shall pay the cost for removal of its facilities, restoration of the right-of-way, and associated administration and overhead.

SECTION 3. FEE

A. IXC shall pay annually to the City a fee in the amount of three thousand dollars (\$3,000.00) as a consideration for this license for the initial term. If the license is renewed, the annual fee shall be adjusted by the same percentage that the Consumer Price Index (Urban) for Dallas, Texas changes from the beginning of this license to the beginning of each new term. However, the annual fee for each new term shall not be less than three thousand dollars (\$3,000).

B. There is no fee applicable to IXC cable or other facility in private property. Any use of public right-of-way, other than use of public right-of-way in connection with the construction of facilities described in plans previously provided by IXC to the City or use of public right-of-way for previously existing facilities, is not authorized by this ordinance. The fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements except as hereinafter provided. Additionally, the fee payment shall be exclusive of and in addition to any subsequently or currently enacted tax, payment, fee assessment or other revenue required by the State of Texas to be levied by the City of Abilene on all long distance carriers.

C. The fee shall be paid annually to the City of Abilene within thirty (30) days after the effective date of this ordinance, and subsequent annual payments shall be made within thirty (30) days after the anniversary of the effective date of this ordinance. The fee is payable to the "City of Abilene" and shall be delivered to the City's Director of Finance.

D. The fee established in Section 3A hereof shall not be affected by any relocation of IXC facilities required by the City pursuant to Section 4 of this ordinance.

SECTION 4. WORK BY OTHERS

The City reserves the right, subject to further conditions described in this paragraph, to repair, maintain, lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground and overhead repair, maintenance, installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under any public right of way occupied by IXC, and to change any curb or sidewalk or the grade of any street, provided that none of the foregoing shall unreasonably interfere with the rights granted IXC hereunder. In permitting such work to be done, the City shall not be liable to IXC for any damage so caused, nor shall the City be liable to IXC for any damages arising out of the performance by the City or its contractors or subcontractors, not willfully occasioned; provided however, nothing herein shall relieve any other person or corporation from liability for damage to the facilities of the system. If the City requires IXC to remove, alter, change, adapt, or conform its facilities because of changes in the grade of a street or in the location or manner of constructing a street or a water pipe, sewer pipe, or other underground or aboveground structure owned by the City, IXC shall make the alterations or changes as soon as practicable when ordered in writing by the City, without claim for reimbursement or damages against the City. If these requirements impose a

financial hardship upon IXC, IXC shall have the right to present alternative proposals for the City's consideration. IXC may attach its cable to any City-owned poles, except traffic signal poles, or street light poles, such attachment being made in accordance with standards set by the National Electrical Code. In the event the City removes or relocates the pole, IXC shall bear all expenses related to the adjustment to the cable installation.

If the City requires IXC to remove, alter, change, adapt or conform its facilities to enable any other corporation or person, except the City, to use, or to use with greater convenience, any public right-of-way, IXC shall not be required to make any such changes until such other corporation or person shall have undertaken with solvent bond, to reimburse IXC for any loss and expense which will be caused by, or arise out of such removal, alteration, change, adaptation or conformance of IXC's facilities; provided however, the City shall never be liable for such reimbursement.

SECTION 5. CONSTRUCTION BY ABUTTING OWNERS

In the event that the governing body of the City authorizes abutting landowners or any other party to occupy space under the surface of any public right-of-way, such grant to abutting landowners shall be subject to the rights of IXC described in this ordinance.

SECTION 6. RIGHTS IN THE EVENT OF ABANDONMENT

In the event that the governing body of the City closes or abandons any public right-of-way which contains any existing facilities of IXC, any conveyance of land contained in such closed or abandoned street, alley, highway or public place shall be subject to the rights described in this ordinance. In the event that any portion of the public right-of-way that includes facilities of the system becomes the subject of condemnation proceedings, it is agreed that IXC's property rights and interest in such public right-of-way shall be severed from the City's interest in such proceedings and any such condemnation awards shall be specifically allocated between IXC's interest and the City's interest. The City shall make a diligent effort to notify IXC within a reasonable time of any condemnation action (or threatened action) filed against the public right-of-way that affects any facility of the system, or any proposed sale in lieu of condemnation. In the event any portion of a public right-of-way that includes any facility is condemned, then the City agrees to make available to IXC at no additional charge to IXC, alternative rights-of-way upon which to relocate the affected facility. By definition, "alternative rights-of-way" are only those rights-of-way which the City has under its control at the time rights-of-way containing IXC facilities are condemned. IXC shall be responsible for all costs associated with relocation of its facilities to alternative rights-of-way.

SECTION 7: INSURANCE

IXC shall submit certificates of insurance by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas, in at least the following minimum amounts:

C. Except in an emergency, IXC shall not excavate any pavement in any public right-of-way or significant amounts of any unpaved public right-of-way without first securing the permission of the City as provided by City Code, but such permission shall not be unreasonably delayed, withheld or denied if the proposed excavation is in accordance with the terms of this ordinance. Except in emergencies, IXC agrees to give the City at least forty-eight (48) hours notice prior to commencement of construction within City limits (contact the Construction Engineer at 676-6077). Except in emergencies, forty-eight (48) hours notice shall be given for maintenance that involves cutting the street. The City shall be notified as soon as practicable regarding work performed under emergency conditions.

D. The City shall have the power at any time to order and require IXC to remove or abate any facility that is dangerous to life or property, and in case IXC, after notice, fails or refuses to comply, the City shall have the power to remove or abate same at the expense of IXC, all without compensation or liability for damages to IXC.

E. IXC agrees to install permanent identifiable monuments at each of the street locations with buried cable to indicate the depth and location of the cables installed. All monuments shall be maintained by IXC.

F. IXC shall comply with all applicable portions of the Texas Manual On Uniform Traffic Control Devices adopted pursuant to the State of Texas Uniform Act Regulating Traffic on Highways (V.C.S. 6701d) and all City work zone regulations when performing construction or maintenance activities within the public right-of-way.

G. Construction of the system by IXC shall comply with the following specifications:

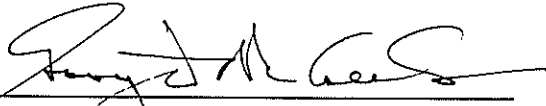
- a) Construction will be allowed within the street pavement with an open cut trench. Cable shall be installed a minimum of 48" below the crown of the street and in no case less than 36" below the surface. The trench shall be backfilled with buckshot backfill up to 14" below finish grade. For asphalt pavements, repairs shall consist of 12" crushed limestone compacted to 95% Proctor density, a tack coat of asphalt, and 2" hot mix surface compacted to 97% density. For concrete pavements, repairs shall consist of 8" of crushed limestone compacted to 95% Proctor density, and 6" of portland cement concrete. All construction shall be in accordance with the City's construction standards. This work shall be done by a bonded paving contractor or by the City Street & Drainage Services Division after obtaining a permit from the City Building Official and payment of a fee as provided in Section 29-108, et. seq., of the Abilene Code of Ordinances. All repairs shall be fully completed within one week of initial excavation.

H. IXC shall develop, design, and implement a trench safety system. IXC shall bear the sole responsibility for the adequacy of the trench safety system and the providing of "a safe place to work" for the workmen. Incorporation of appropriate trench safety requirements for trench excavations


PASSED AND APPROVED ON SECOND READING BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, this the 11th day of April, 1996 . .

ATTEST:


CITY SECRETARY

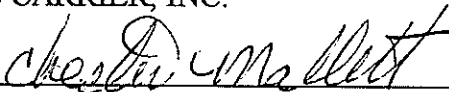

MAYOR, CITY OF ABILENE, TEXAS

APPROVED:


CITY ATTORNEY

ACCEPTED:

IXC CARRIER, INC.

By: 

Typed name: Chester Mallett

Title: Director, Facilities and
Route Development

EXHIBIT A

The license is granted in the following street and alley right-of-way segments listed below:

1. N. 3rd Street from Cypress Street to Almond Street.

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B. IXC may terminate this license by giving notice of at least one year.

C. If this ordinance is terminated, IXC shall within ninety (90) days remove all of its cabling and above ground facilities from the public right-of-way, except for those items that the City specifically agrees can be left. If IXC fails to remove its facilities, the City shall have the right to remove the IXC facilities at IXC's expense. Upon presentation of a record of costs, IXC shall pay the cost for removal of its facilities, restoration of the right-of-way, and associated administration and overhead.

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D. The fee established in Section 3A hereof shall not be affected by any relocation of IXC facilities required by the City pursuant to Section 4 of this ordinance.

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The City reserves the right, subject to further conditions described in this paragraph, to repair, maintain, lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground and overhead repair, maintenance, installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under any public right of way occupied by IXC, and to change any curb or sidewalk or the grade of any street, provided that none of the foregoing shall unreasonably interfere with the rights granted IXC hereunder. In permitting such work to be done, the City shall not be liable to IXC for any damage so caused, nor shall the City be liable to IXC for any damages arising out of the performance by the City or its contractors or subcontractors, not willfully occasioned; provided however, nothing herein shall relieve any other person or corporation from liability for damage to the facilities of the system. If the City requires IXC to remove, alter, change, adapt, or conform its facilities because of changes in the grade of a street or in the location or manner of constructing a street or a water pipe, sewer pipe, or other underground or aboveground structure owned by the City, IXC shall make the alterations or changes as soon as practicable when ordered in writing by the City, without claim for reimbursement or damages against the City. If these requirements impose a

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SECTION 7: INSURANCE

IXC shall submit certificates of insurance by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas, in at least the following minimum amounts:

<u>Type</u>	<u>Amount</u>
1) <u>Worker's Compensation and Employer's Liability</u>	Statutory \$100,000 each accident
2) <u>Commercial General Liability</u> - to include (but not limited to) the following:	Combined single limit for bodily injury
A) Premises/Operator	Property Damage:
B) Independent Contractor	\$1,000,000 per occurrence
C) Personal Injury	
D) Products/Completed Operations	
E) Contractual Liability (insuring above indemnity provision)	
F) Explosion, collapse, underground	
With respect to the preceding insurance, the City shall:	
A. Be named as an additional insured.	
B. Be provided with a waiver of subrogation, in favor of the City of Abilene.	
C. Be provided with thirty (30) days advance written notice of cancellation or material change.	
D. Be provided, through the office of City Secretary, with Certificate(s) of Insurance evidencing above insurance, prior to commencing work under this agreement.	
3) <u>Railroad Protection Liability</u>	Combined single limit for bodily injury and Property Damage: \$1,000,000 per occurrence

Should the State Board of Insurance adopt changes or policies affecting insurance required herein, then IXC shall be required, within ninety (90) days, to comply with the newly adopted insurance standards.

It is understood that such insurance as is afforded by this policy or policies to the City as an additional insured under this policy, shall be primary insurance and not contributing with any other insurance available to the City under any third party liability policy.

SECTION 8. INDEMNITY

IXC agrees to indemnify and hold harmless and defend the City, its officers and its employees, from

and against all claims and suits for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and reasonable attorney's fees, arising out of or resulting from IXC's construction, maintenance or operation under this Agreement and from any liability arising out of or in connection with the City's or its agents or employee's entry upon said property, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of IXC, its officers, employees, agents, subcontractors, licensees, or invitees. IXC agrees to waive any and all claims it may have against the City, connected with, resulting from, or arising out of, claims and suits covered by this indemnification provision and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against the City, its officers, and employees, provided such waiver of subrogation shall not operate in any case where the effect is to invalidate IXC's insurance coverage.

It is the expressed intention of the parties hereto, both City and IXC, that the indemnity provided for in this paragraph is indemnity by IXC to indemnify and protect the City from the consequences of the City's own negligence while City is participating in this agreement/contract where that negligence is a concurring cause of the injury, death, or damage. Furthermore, the indemnity and the waiver provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death, or damage results from the sole negligence of the City, unmixed with the fault of any other person or entity.

IXC further agrees that this indemnity provision shall be considered an additional remedy for the City and not an exclusive remedy and that all remedies at law and in equity shall remain available to the City.

SECTION 9. RECORDS

The governing body of the City and its Director of Development Services shall have the right to be kept fully informed as to matters pertaining in any way to IXC's exercise of its rights under this ordinance including the erection, construction, replacement, reconstruction, maintenance, and repair of the facilities of the system in the City. IXC shall provide the City with complete and accurate maps, construction drawings and specifications describing the location of facilities of the system in the City. Maps, construction drawings and specifications kept by IXC and provided to the City in accordance with this Ordinance shall provide for separate and specific identification of those facilities of the system that are located in the public right-of-way.

SECTION 10. ASSIGNMENT

The rights granted by this ordinance inure to the benefit of IXC, and any parent, subsidiary, affiliate or successor entity now or hereafter existing (collectively, as "Affiliate"). The rights shall not be assignable without the express written consent of the governing body of the City of Abilene, except IXC may assign its rights under this ordinance to a parent, subsidiary, affiliate or successor entity without such consent, so long as (i) such parent, subsidiary, affiliate or successor assumes all

obligations of IXC hereunder, and (ii) is bound to the same extent as IXC hereunder. Any required consent is to be evidenced by an ordinance or resolution of the governing body of the City that fully recites the terms and conditions, if any, upon which consent is given.

SECTION 11. LEASING OR DEDICATION OF FACILITIES

IXC, without the consent of the City, shall not lease any of the public right-of-way it uses in connection with its system, to any non-Affiliate company; provided that IXC shall have the right to lease or dedicate its system or any portion thereof, or otherwise make available facilities of the system to other companies in the ordinary conduct of its business as a long distance telecommunications company, so long as IXC retains responsibility for servicing and repairing the facilities of its system.

IXC shall have the right to subcontract for its maintenance and repair obligation hereunder, notwithstanding the foregoing, IXC will not lease any conduit space in the system to any non-Affiliate company for the placement of any additional cable without the consent of the City.

SECTION 12. PARTICIPATION IN "ONE CALL PERMIT PROGRAM SYSTEM"

IXC shall participate in a "One Call Permit Program System" if, and when, such a system is established in the City of Abilene.

SECTION 13: REGULATION OF CONSTRUCTION

The work done by IXC in erecting, constructing, replacing, reconstructing, relocating, operating, using, maintaining, or repairing the system shall be subject to and governed by all law, rules, and regulations of the City and State of Texas, that are applicable to insuring the work done does not inconvenience the public in the use of the public right-of-way including, but not limited to the following:

A. Prior to construction of the facilities or any significant changes to the facilities after the effective date of this ordinance, IXC shall submit engineering plans to the City for review and approval, pursuant to the standards generally applicable to requests for licenses to use the public right-of-way, including the City's utility location and coordination policy. Approval of such plans will not be unreasonably delayed, withheld or denied by the City. A copy of the plans shall be maintained in the Office of Development Services.

B. All excavations and other construction in the streets shall be so carried out as to interfere as little as practical with the surface use of the streets and sidewalks and with the surface use of private property, in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers of the City necessary to provide for public convenience. IXC shall promptly restore all public right-of-way excavated, removed, disturbed or destroyed by IXC to substantially the same condition as before such excavation and to the reasonable satisfaction of the City.

C. Except in an emergency, IXC shall not excavate any pavement in any public right-of-way or significant amounts of any unpaved public right-of-way without first securing the permission of the City as provided by City Code, but such permission shall not be unreasonably delayed, withheld or denied if the proposed excavation is in accordance with the terms of this ordinance. Except in emergencies, IXC agrees to give the City at least forty-eight (48) hours notice prior to commencement of construction within City limits (contact the Construction Engineer at 676-6077). Except in emergencies, forty-eight (48) hours notice shall be given for maintenance that involves cutting the street. The City shall be notified as soon as practicable regarding work performed under emergency conditions.

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E. IXC agrees to install permanent identifiable monuments at each of the street locations with buried cable to indicate the depth and location of the cables installed. All monuments shall be maintained by IXC.

F. IXC shall comply with all applicable portions of the Texas Manual On Uniform Traffic Control Devices adopted pursuant to the State of Texas Uniform Act Regulating Traffic on Highways (V.C.S. 6701d) and all City work zone regulations when performing construction or maintenance activities within the public right-of-way.

G. Construction of the system by IXC shall comply with the following specifications:

- a) Construction will be allowed within the street pavement with an open cut trench. Cable shall be installed a minimum of 48" below the crown of the street and in no case less than 36" below the surface. The trench shall be backfilled with buckshot backfill up to 14" below finish grade. For asphalt pavements, repairs shall consist of 12" crushed limestone compacted to 95% Proctor density, a tack coat of asphalt, and 2" hot mix surface compacted to 97% density. For concrete pavements, repairs shall consist of 8" of crushed limestone compacted to 95% Proctor density, and 6" of portland cement concrete. All construction shall be in accordance with the City's construction standards. This work shall be done by a bonded paving contractor or by the City Street & Drainage Services Division after obtaining a permit from the City Building Official and payment of a fee as provided in Section 29-108, et. seq., of the Abilene Code of Ordinances. All repairs shall be fully completed within one week of initial excavation.

H. IXC shall develop, design, and implement a trench safety system. IXC shall bear the sole responsibility for the adequacy of the trench safety system and the providing of "a safe place to work" for the workmen. Incorporation of appropriate trench safety requirements for trench excavations

shallower than five (5) feet deep, though not required by law, is highly recommended. Incorporation of the trench safety system for all trench excavations deeper than five (5) feet is required by law and shall be practiced on this project. The Excavation and Trenching Operation Manual of the Occupational Safety and Health Administration, U.S. Department of Labor, shall be the minimum governing requirement. The design of the trench safety system shall be performed by or under the supervision of a professional engineer licensed to practice in the State of Texas.

There are three acceptable methods of trench safety systems. IXC will have the option to use the method it deems appropriate, unless a method is prohibited as set forth below.

a) Angle of Repose Method

The wall or face of the excavation will be sloped to preclude collapse. The angle of repose method of trench safety system will not be permitted in the following situations:

- 1) Within the right-of-way of an existing paved street;
- 2) Adjacent to or crossing existing structures, utilities, trees, others;
- 3) When any portion of the excavation exceeds the limits of the temporary utility easement.

b) Trench Shield Method

Where trench boxes or shields are used, they shall be designed and certified by a Registered Professional Engineer.

c) Trench Shoring, Sheet piling, and Bracing Method

Where trench shoring, sheet piling and bracing method is used, it shall be designed and certified by a Registered Professional Engineer.

SECTION 14. OBLIGATIONS OF CITY

The City shall perform routine maintenance on its rights-of-way and shall keep the rights-of-way clear of any obstructions which could interfere with IXC's rights and obligations hereunder. The City shall not create or permit any lien or other property interest the foreclosure or enforcement of which could terminate or prevent the exercise of IXC's rights hereunder. The City hereby expressly waives any claim of ownership in any part of the facility or system.

SECTION 15. NOTICE

Any notice or communication required in the administration of this ordinance shall be sent as follows:

Director of Development Services
City of Abilene
P.O. Box 60
Abilene, Texas 79604

Notice to IXC will be to:

IXC Carrier, Inc.
5000 Plaza on the Lake
Suite 200
Austin, Texas 78746-1050
Attention:

or to such other address as IXC may designate from time to time by written notice.

SECTION 16. EFFECTIVE DATE

This ordinance shall take effect immediately from and after its passage, acceptance by IXC and publication, and it is accordingly so ordained.

SECTION 17. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. REPEAL OF CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PASSED AND APPROVED ON SECOND READING BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, this the 11th day of April, 1996.

ATTEST:

Op Moore
CITY SECRETARY

Ray J. McCreary
MAYOR, CITY OF ABILENE, TEXAS

APPROVED:

Susan Martin by ss
CITY ATTORNEY

ACCEPTED:

IXC CARRIER, INC.

By: *Chester Mallett*

Typed name: Chester Mallett

Title: Director, Facilities and
Route Development

EXHIBIT A

The license is granted in the following street and alley right-of-way segments listed below:

1. N. 3rd Street from Cypress Street to Almond Street.