

Application Type:	Enc	roachment		Region: 2	2	Permit Numb	per: 10603_13
Application Date:							
Facility Owner:	РО	PO BOX 7			PAM RIGBY PERMITS (435) 427-0650 PAMRIGBY@CENTRACOM.COM		
Contractor:	PO	ERTEL INC BOX 1071 SINGVILLE, UT 84663		SADE CH	SADE CHRISTENSEN 801-369-7360		
Purpose:	INC	BERTELL INSTALLING 4D CONDUIT BANK. CENTRACOM'S PORTION WILL CLUDE 2 CONDUITS/FIBER AND TYPE III TRAFFIC RATED HANHOLES. FIBERTEL LL PLACE OUR CONDUITS,					
Start Date / Time :	6/2	7/2016 8:00 am Completion Date / Time:			n Date / Time:	7/08/2016	4:00 pm
Length: 1952ft Width:	Dur	Ouration of Work: 10 business			days. Maintenance of Traffic: Barricade services		
Depth:				See attached MOT plan sheet.			
Documents	-1						
		Name			De	scription	
Bond:		R930-7 STATEWIDE PERFORMANCE AND WARRANTY BOND B0370346		UDOT E	UDOT Bond Statewide \$100K statewide for 3-yr bond		
Liability Insurance:		#1ru0475816		National Farmers Union P&C			
		EXP: 11/1/16					
Detail Plan of Work:		Exhibit A, incorporated by reference					
Municipality and Permit by Others Draper City and Rocky Mount		ntain Po	u ower where a	oplicable; see plan set			
Traffic Coordination Plan:		Exhibit B, incorporated by refe	erence	ADHER	RE TO ATTACHED	TRAFFIC CONT	ROL PLAN.



Permit Requirements: Company is responsible to adjust manholes and appurtenances that are in conflict with UDOT's project work. Accommodate UDOT's request within two weeks of notification.

DESIGN AND CONSTRUCTION REQUIREMENTS FOR PERMITTED WORK:

New facilities installed under this permit have the potential to be in conflict with improvements that will be constructed by the UDOT S-0154(70)1, Salt Lake County, SR-154; Bangerter Hwy. & 600 W. (Project). All costs incurred by UDOT resulting from Project conflicts related to newly installed facilities by permit are the sole cost of the facility owner, including but not limited to relocation, protection, and UDOT Design Builder change order costs.

CONTRACTOR MUST ENSURE BLUESTAKING HAS OCCURED PRIOR TO BEGINNING ENCROACHMENT PERMIT WORK.

COORDINATE ALL MAINTENANCE OF TRAFFIC CLOSURES 48-HOURS IN ADVANCE OF BEGINNING MOT SET UP WITH UDOT'S RESIDENT ENGINEER.

CONTACT UDOT'S DESIGN BUILDER PRIOR TO BEGINNING WORK

UDOT's Project Resident		(801) 360-8750	
Engineer	Ken Talbot	e-mail kentalbot@utah.gov	
UDOT's Design Builder		(801) 509-1076	
Project Manager	Layne Fulmer	layne@wadsbro.com	
UDOT's Design Builder		(801) 509-8621	
Project Superintendent	Dustin Belnap	dustin@wadsbro.com	
 Prior to lane or shoulder closure with route, location, and detail duration. Call again when the job is complete. 		801-887-3700	
Request locating for all utilities in the work area.		Call 811 or contact Blue Stakes	
UDOT Inspections			



Inspection **must be** called in at least 48-hours before the inspection is desired to the Project Resident Engineer noted above.

OTHER REGULATORY DEPARTMENTS THAT MAY APPLY TO PERMITTED WORK INCLUDE:

WATER QUALITY REGULATIONS - dealing with storm water discharge in relation to surface-water streams and ground water, Utah Division of Water Quality, 288 N 1600 W, SLC, Ut 84116.

WETLAND DISTURBANCES - US Army Corps of Engineers, Utah Regulatory Office 583 W 2600 S #150, Bountiful, Ut 84010.

WATER RIGHTS REGULATIONS AND STREAM CHANNEL ALTERATIONS - Utah Division of Water Rights, 1594 W. North Temple, SLC, Ut 84006.

AIR QUALITY - including fugitive dust emissions, Utah Division of Air Quality, 150 N. 1950 W, SLC, Ut 84116.

UNDERGROUND STORAGE TANKS OR BURIED HAZARDOUS MATERIALS - Utah Division of Solid and Hazardous Wastes, 288 N 1460 W, SLC, Ut 84116.

THREATENED OR ENDANGERED SPECIES - US Fish and Wildlife Service, Endangered Species Protection, Lincoln Plaza 145 E 1300 S #404, SLC, Ut 84115.

HISTORICAL, CULTURAL AND/OR PALEONTOLOGICAL SITES - Utah State Historic Preservation Office 300 Rio Grande, SLC, Ut 84101-.

- Obtain written clearance from the Utah State Historical Preservation Office (SHPO) on all undertakings.
- Permittee may be responsible for securing a consultant to conduct a cultural survey to identify and determine eligible sites.



UDOT Region 2 NEPA/NHPA Specialist: 801-975-4900

The work shall be completed and all disturbed surfaces or objects restored on or before completion date noted on sheet one of this permit. In the event work is commenced under this Permit and the permittee fails or refuses to complete the work, UDOT may, at its election, correct any deficiencies or otherwise complete the permitted work at the expense of the permittee. Upon receipt of an invoice of the costs incurred by UDOT, permittee shall immediately pay the amount due. If an action is required to be filed in court to collect the amount due, permittee shall be liable for UDOT's costs and fees, including attorney's fees.

By applying for the Permit and UDOT issuing the Permit, permittee will comply with all instructions, conditions, requirements, and regulations of UDOT with respect to performance of the work described in the Permit. Permittee will properly control and warn the public of said work within UDOT's rights-of-way to prevent any accidents. Permittee shall defend, indemnify, and hold harmless UDOT from all damages or claims, including attorney's fees, arising out of all actions performed under this Permit by permittee, permittee's employees, agents, or contractors, including failure to comply with terms and conditions in this Permit. Permittee shall pay for UDOT's inspections fees.

Permittee shall not perform any work on state highway rights-of-way beyond those areas of operation described on this Permit.

If permittee fails to comply with UDOT's regulations, specifications, or instructions pertinent to this Permit, the Project Director/District Engineer or his duly authorized representative, may by verbal order, suspend the work until the violation is corrected. If permittee fails or refuses to promptly comply, the Project Director/District Engineer or his authorized representative may issue a written order stopping all or any part of the work. When satisfactory corrective action is taken, an order permitting resumption of work may be issued.

SPECIAL LIMITATIONS:

PRIOR TO ANY WORK WITHIN THE RIGHT-OF-WAY:



- 1. Submit a traffic control plan to UDOT's Traffic Engineer noted above for review and approval prior to beginning work.
- 2. Arrow board is required for any lane closure.
- 3. All night work requires a minimum of one light plant to light work zone.
- 4. Work is to begin after 9:00 AM, open to traffic by 3:30 PM.
- 5. All work must be completed by 12:00 PM prior to any Holiday and shall not commence until 8:00 AM on the following work day.
- Contact the Traffic Operations Center at 801-887-3700 prior to lane or shoulder closure with route, location, and detail duration. Call again when the job is complete.
- This agreement and/or permit is UDOT approval only. You are responsible to obtain clearances from railroads, private property owners and local jurisdictions that you are working within.
- Licensee must do all work in accordance with UDOT standard drawings.
- Use current edition of UDOT standard drawing for traffic control. Use MUTCD standards for traffic control elements not shown in UDOT standard drawings. Traffic control must be posted at the encroachment site for entire encroachment period.
- ANSI 107-2004 Class II clothing (or greater) is required of all workers within the right-of-way.
- Call 811, or contact Blue Stakes and check for other utilities in the area prior to excavation.
- No saw or pavement cuts permitted on this job.
- ATSSA Certified Traffic Control Maintainer required.
- Licensee must comply with all environmental issues to include cultural & paleontologist clearances, see Exhibit B. Your requested use of State Highway right-of-way may be subject to various environmental laws. The issuance of an encroachment permit by UDOT does not represent that you have complied with these environmental laws. See UDOT Standard Specification for Road and Bridge Construction 01355, 1.3-1.9 and all of Section 00820.
- All work must comply with current ADA standards.
- **INSPECTION CALL-IN REQUIREMENTS**: The person performing the work authorized by the permit is responsible for notifying UDOT when work is ready for inspection. Every request for inspection must be called in at least 48-hours before the inspection is desired.
 - 1. Contact Project Resident Engineer to request an inspection.
 - 2. Licensee is responsible for repairing and/or restoring any portion of the roadway damaged during construction.
- Licensee must restore shoulder of highway to its original or better condition. Including reseeding, replacing sidewalk, fencing, pipe, culverts or signs removed or damaged during construction and any other roadway features.
- Licensee shall keep highway free of mud and debris. A sweeper broom must be accessible for cleaning purposes.
- The depth of bury for all utility facilities under pavement shall be a minimum of three feet below the top of pavement or existing grade including open drainage features. Where utility facilities are installed within 20 feet from the edge of pavement, the depth of bury shall be a minimum of five feet below top of grade so as to allow for installation of UDOT signs or delineators. Utility facilities under sidewalks shall be installed a minimum of three feet below the top of sidewalk.
- UDOT will not be responsible for any damages that may occur to this special encroachment, whether it be by vandals, routine highway maintenance, construction projects, etc.



• By carrying out the activities allowed by this permit it is conclusive evidence that the permitted party accepts all provisions, limitations, and restrictions of the permit and attachments, understand and agree to all penalties for failing to comply with them, and understand my ability to review a permit and applicable attachments at the appropriate region/district office.

This list is not all-inclusive. It is your obligation to see that those environmental laws are complied with just as you are to comply with all other laws and regulations related to your work. The fact that a UDOT inspector may review aspects of the work does not imply that you are in compliance with any other laws or regulations or absolve you from any duties related to the work or the permit.

If the location where the work is to be performed is situated within a highway easement through Federal Lands (BLM, Forest Service or other federal land ownership) or is owned by another state agency, you must also contact the appropriate agency to obtain clearances from them for the work you propose to perform.

ENVIRONMENTAL LAW ADMINISTRATORS

WATER QUALITY REGULATIONS - dealing with storm water discharge in relation to surface-water streams and ground water, Utah Division of Water Quality, 288 N 1600 W, SLC, UT 84116.

WETLAND DISTURBANCES - US Army Corps of Engineers, Utah Regulatory Office 583 W 2600 S #150, Bountiful, UT 84010.

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UDOT Region 2 NEPA/NHPA Specialist 801-975-4900

YOU ARE REQUIRED TO FOLLOW THE BELOW PROCEDURES OUTLINED ON ALL EXCAVATION



- 1. If a suspected hazardous materials, underground tanks, threatened or endangered species, historic, archeological, or paleontological (fossil) item, feature or site is encountered, the construction operation of the permittee shall immediately stop in the vicinity of the discovery.
- 2. The UDOT region permits officer will be verbally notified by the permittee of the nature and exact location of the findings.
- 3. The UDOT region permits officer will keep the permittee informed concerning the status of the temporary restriction.
- 4. Failure to restrict construction and/or notify the UDOT region permits officer may result in revoking the permit and/or the conviction of a Class B Misdemeanor under UCA 9-8-404.

HELPFUL WEB LINKS

Name	Web Address
UDOT Permits Home Page	HTTP://WWW.UDOT.UTAH.GOV/GO/PERMITS
UDOT Permits Contact Page	HTTP://WWW.UDOT.UGAH.GOV/GO/PERMITSCONTACT
UDOT Scalable Region GIS Map	HTTP://WWW.UDOT.UTAH.GOV/GO/REGIONMAP
UDOT 2012 Standards and	HTTP://WWW.UDOT.UTAH.GOV/GO/2012STANDARDS
Supplemental Drawings	
Blue Stakes of Utah	HTTP://WWW.BLUESTAKES.ORG/
Blue Stakes Excavation Guide	HTTP://WWW.BLUESTAKES.ORG/HTML/EXCAVATORSGUIDE.HTM
(English/Spanish)	
Manual on Uniform Traffic Control	HTTP://MUTCD.FHWA.DOT.GOV/
Devices (MUTCD)	
R930-7 Utility Accommodation Rule	http://www.rules.utah.gov/publicat/code/r930/r930-007.htm

UDOT 2012 Standards and Supplemental Drawings

Section	Title
01355	Environmental Protection
01554	Traffic Control
01558	Temporary Pavement Markings
02056	Embankment, Borrow & Backfill
02705	Pavement Cutting
02721	Untreated Base Course
02741	Hot Mix Asphalt
02746	Asphalt Material
02748	Prime Coat/Tack Coat
02752	Portland Cement Concrete Pavement
02753	Full Depth Slab Replacement for Concrete Pavements
02754S	Pre-case Concrete Paving Slabs for Full Depth Slab Replacement
02765	Pavement Marking Paint
02776	Concrete Sidewalk, Median Filler, and Flatwork
02890	Retroreflective Sheeting



03055	Portland Cement Concrete	
03575	Flowable Fill	
N/A	PV Series Standard Drawings: PV 4	
N/A	SN Series Standard Drawings	
N/A	ST Series Standard Drawings	
N/A	TC Series Standard Drawing: TC 1-16	
N/A	R930-7 Utility Accommodation Rule	
N/A	Manual on Uniform Traffic Control Devices (MUTCD)	
N/A	Utah State Code 72-7-102	
N/A	Utah State Code 54-8a-4	
N/A	UDOT Permit Requirement	·
02231	Site Clearing and Grubbing (see 3.6)	·
N/A	Utah State Code 72-7-105	

UDOT Authorization:		
	7/1/2016	
Lisa Zundel, Project Manager	Date	
UDOT Region 2		
2010 South 2760 West Salt Lake City, Utah 84104		

DRAPER, UT SALT LAKE COUNTY







PROJECT: PROGESSIVE/SOLAR CIT

ELECTRIC LIGHTWAVE OSP FIBER DESIGN DRAPER, UT

829'

829'

829'

829'

4

CLARIFICATION

DIR BORE

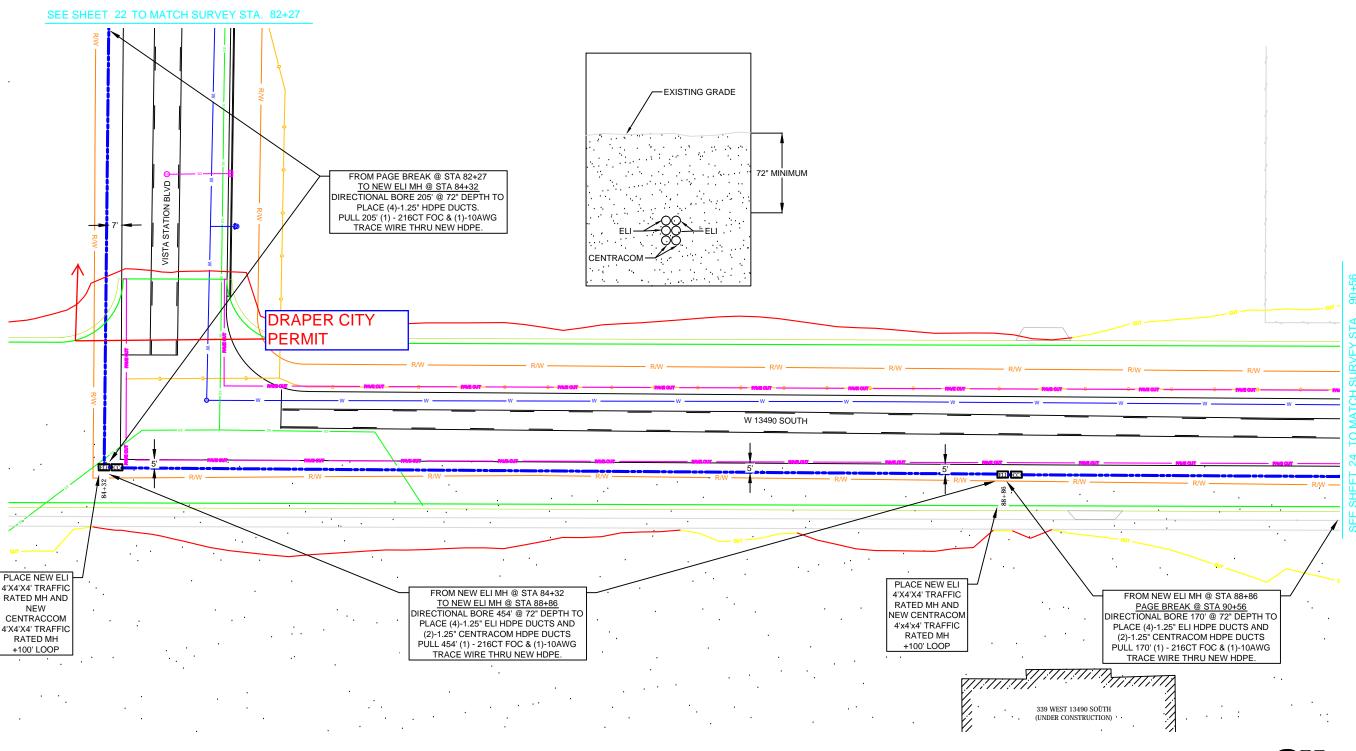
PLACE CONDUIT

PULL FIBER

PLACE TRACER WIRE

PLACE MH

EXHIBIT A



Know what's below. Call before you dig.

ELECTRIC LIGHTWAVE	AN INTEGRA COMPANY	OUISIDE PLANI FIBER	DESIGN

ENGINEER: WOODMAN TELCOM DRAWN BY: W.T.G REVISIONS 4/16/16 PLANS 4/22/16 PROFILES

DATE: 4/15/2016

BUILDING ENTRANCE

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATION SHALL REMAIN THE PROPERTY OF MCI COMMUNICATIONS SERVICES INC. BOTH BEING SISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION

SCALE

HORIZONTAL: 1"= 50' VERTICAL: 1"= N/A TO MP

SHEET 23 OF

FILE: 123456 009A

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR

DRAPER, UT SALT LAKE COUNTY **EXHIBIT A** EXISTING GRADE 72" MINIMUM PLACE NEW ELI 4'X4'X4' TRAFFIC RATED MH AND NEW CENTRACOM 4'X4'X4' TRAFFIC W 13490 SOUTH RATED MH +100' LOOP FROM PAGE BREAK @ STA 90+56 FROM NEW ELI MH @ STA 93+36 PAGE BREAK @ STA 96+76 DIRECTIONAL BORE 340' @ 72" DEPTH TO PLACE (4)-1.25" ELI HDPE DUCTS AND (2)1.25" CENTRACOM HDPE DUCTS PULL 340' (1) - 216CT FOC & (1)-10AWG TRACE WIRE THRU NEW HDPE. TO NEW ELI MH @ STA 93+96 DIRECTIONAL BORE 340' @ 72" DEPTH TO PLACE (4)-1.25" ELI HDPE DUCTS AND (2)-1.25" CENTRACOM HDPE DUCTS PULL 340' (1) - 216CT FOC & (1)-10AWG TRACE WIRE THRU NEW HDPE.

Know what's below.
Call before you dig.



PROJECT: PROGESSIV	/E/SOLAR CITY				
ELECTRIC LIGHTWAVE					
OSP FIBER DESIGN					
DRAPER, U	Г				
CLARIFICATION	QUANTITY				
DIR BORE	680'				
PLACE CONDUIT	680'				
PULL FIBER	680'				
PLACE TRACER WIRE	680'				
PLACE MH	2				

ELECTRIC LIGHTWAVE AN INTEGRA COMPANY OUTSIDE PLANT FIBER DESIGN

DATE: 4/15/2016

ENGINEER: WOODMAN TELCOM

DRAWN BY: W.T.G RP

REVISIONS

DATE DESCRIPTION INITIAL

4/16/16 PLANS BB

4/22/16 PROFILES MW

5/10/16 BUILDING ENTRANCE MW

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF MCI. COMMUNICATIONS SERVICES INC. BOTH BEING SISULED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED. COHED, OR USEE DOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE
HORIZONTAL: 1"= 50'

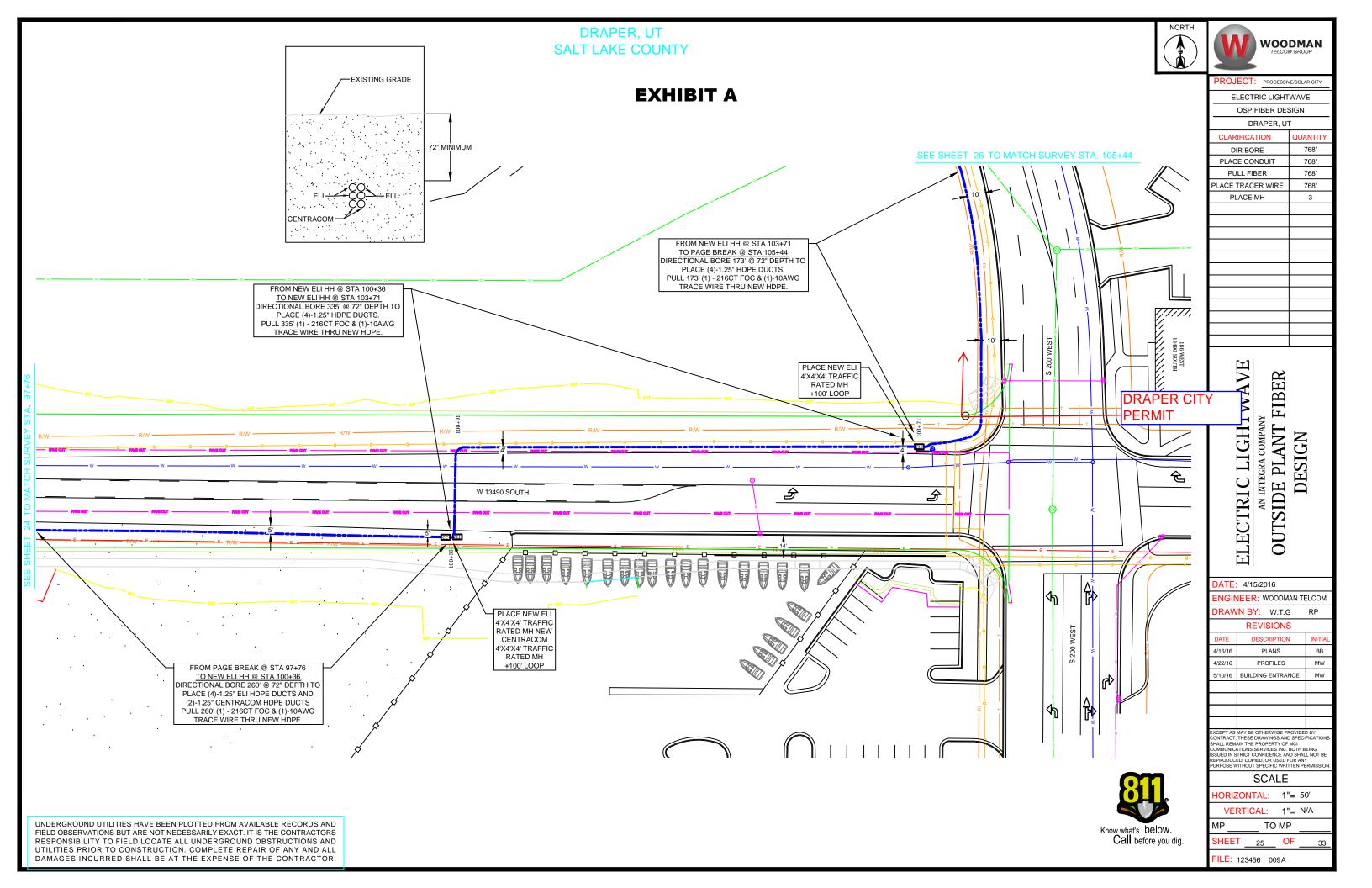
VERTICAL: 1"= N/A
MP TO MP

SHEET 24 OF

FILE: 123456 009A

FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND









Bond	#	B0370346
	_	

CONTINUOUS STATEWIDE UTILITY LICENSE AGREEMENT BOND

TO COVER THE PLACEMENT OF UTILITIES ON UTAH DEPARTMENT OF TRANSPORTATION'S PROPERTY AND RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That we Central Utah Telephone, Inc.		Ma	ailing
PO Box 7 (45 W. Center) Fairview, Ut 84629 Phone: (435) 427-3331	as	Principal,	and
The Cincinnati Insurance Company as Surety, being duly	y autl	horized to tra	ınsact
business in the State of Utah, are held and firmly bound unto the UTAH DEPARTMENT O	F TR/	ANSPORTAT	ΓΙΟΝ,
as Obligee, the full sum of \$100,000. For the payment of which, well and truly to be made			
heirs, executors, administrators, successors and assign, jointly and severally, firmly by th			
The Principal has entered into a utility license agreement with the Utah Departme			on for
constructing, locating and maintaining overhead and/or underground facilities and related			
state highway rights-of-way, excluding the interstate highway rights-of-way for the purpo			
facilities in Utah as stated in the Statewide Utility License Agreement executed			
·			
The Principal is required to maintain this surety bond in perpetuity to guarantee the	com;	pletion of the p	proper
restoration and replacement of the state right-of-way to the extent the Principal or its u	ıtility	facility cause	es any
damage to the right-of-way, including but not limited to, roads, ditches, bridges, culverts			
that the Principal utilized or impacted during the permitted work.			
The Principal has agreed to comply with the rules, regulations, condition and	restri	ctions stated	in the
permit(s).			
If the Principal fails to complete the required work described in the permit, dan	nages	state right-of	f-way,
including appurtenances and/or fails to perform the permitted work according to the			
specifications, including the conditions and limitations in the permit(s), it will be the response			
arrange for the timely completion of all necessary work as required by the permit(s) and			
Transportation.			
As a part of the obligation secured hereby and in addition to the face amount specif	fied, c	costs and reaso	onable

expenses and fees including enforcing such obligation, shall be taxed as costs and included in any judgment

UDOT Continuous Statewide Utility License Agreement Bond [rev. 02/2012]

rendered.

This bond shall be enforced for a continuous period. If the Principal fails to pay the required payments to the Surety, the Surety may terminate this bond upon giving the Utah Department of Transportation written notice by certified mail to the following address:

Utah Department of Transportation Right-of-Way, Permits 4501 South 2700 West PO Box 148420 Salt Lake City, Utah 84114-8420

The termination shall be effective ninety (90) days after the receipt of the notice by the Utah Department of Transportation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

	Central Utah Telephone, Inc.
	Principal
Principal Seal	Ву
	Title Ross Cox, President
	Date:
	The Cincinnati Insurance Company Surety
Surety Seal	By Mille R Verber
	Title Michael R. Vowles, Attorney-in-Fact
	Date: 07/31/2015

STATE OF UTAH COUNTY OF SALT LAKE

Michael R. Vowles		Being first duly s	worn, an oath, DEPOSES AND
SAYS: That he is Attorney-in-Fact of	The Cincinn	ati Insurance Companyhe	Surety of the foregoing bond, and
that he is authorized to execute and del	iver the foregoi	ing obligation; that said Com	pany is authorized to execute the
same, and has complied in all respec	cts with the law	ws of Utah in reference to	begin sole surety upon bonds,
undertakings and obligations. PO Box 145496, Cincinnati, OH 4.	5250	(801)798-7343	
MAILING ADDRESS OF SURETY COMPANY		PHONE OF SURETY COMPANY Signed	Dowood
Subscribed and sworn to me before th	is 31st	day of July	, 2015



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael R. Vowles; Robyn B. Jensen; Danise Worwood and/or David T. Smedley

of Spanish Fork, Utah

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

CORPORATE SEAL

STATE OF OHIO COUNTY OF BUTLER THE CINCINNATI INSURANCE COMPANY

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the

seal of said Company and the corporate se authority and direction of said corporation.

MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this

) ss:

21015

Assistant Secretary

BN-1005 (5/12)

CORPORATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate holder in lieu of such endorsement(s).							.g
PRODUCER UNITEL		, (JNITEL				
4435 O Street	PHONE (A/C, No. E-MAIL		402 <u>-434</u> -7 <u>25</u> 5	i	FAX (A/C, No):	40	2-434-7272
Lincoln, NE 68510		§:					
		ins	URER(S) AFFOR	DING COVERAGE			NAIC#
	INSURER	A: Nationa	l Farmers Un	ion P&C			
INSURED	INSURER	B: Hartford	Insurance C	ompany			
Central Utah Telephone, Inc. PO Box 7	INSURER	INSURER C:					
Fairview UT 84629	INSURER	D:					
	INSURER	E:					
	INSURER	F:					
COVERAGES CERTIFICATE NUMBER: 2708096				REVISION NU			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDIT CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY H.	ION OF ANY ORDED BY T AVE BEEN RE	CONTRACT HE POLICIE EDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH	H RESPEC	T TO	WHICH THIS
INSR TYPE OF INSURANCE ADDL SUBR INSD WYD POLICY NUMBER			POLICY EXP (MM/DD/YYYY)		LIMITS	1	
COMMERCIAL GENERAL LIABILITY 1RU0475816	'	11/1/2015	11/1/2016	EACH OCCURREN		\$	1,000,000
A CLAIMS-MADE / OCCUR				DAMAGE TO RENT PREMISES (Ea occ	nuteuce)	\$	2,000,000
				MED EXP (Any one	person)	\$	5,000
				PERSONAL & ADV	INJURY	<u> </u>	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREG	3ATE	\$	NONE
POLICY PRO- LOC				PRODUCTS - COM		\$	2,000,000
OTHER: 1RU0475816		14/4/0045	441470040	COMBINED SINGLE	7.00	\$	
		11/1/2015	11/1/2016	(Ea accident)		<u>s</u>	1,000,000
ALL OWNED SCHEDULED				BODILY INJURY (P	, , , , ,	\$ S	
AUTOS AUTOS				PROPERTY DAMAG		<u> </u>	
HIRED AUTOS AUTOS		ı		(Per accident)		-	
UMBRELLA LIAB / OCCUR 1CB0475817		11/1/2015	11/1/2016	EAGU 0000100EN		s S	20,000,000
A EXCESS LIAB CLAIMS-MADE	Ì		111112010	EACH OCCURREN		<u> </u>	20,000,000 20,000,000
DED ✓ RETENTION \$10,000				AGGREGATE		<u>s</u> s	20,000,000
WORKERS COMPENSATION 91WEAA1177	17	7/1/2015	7/1/2016	✓ PER STATUTE	OYH-		-
B AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		E.L. EACH ACCIDE		s	500,000
				E.L. DISEASE - EA			500,000
If yes, describe under DESCRIPTION OF OPERATIONS below	1			E.L. DISEASE - POL			500,000
						<u> </u>	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Sc	hedule, may be	attached if mor	e space ia requi:	od)			
ye							
CERTIFICATE HOLDER	CANCE	LLATION					
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEF			EN REEOPE				
Utah Department of Transportation 4501 S. 2700 W. Box 148420 Salt Lake City UT 84114		EXPIRATION	I DATE THE	REOF, NOTICE			
		ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE					
	() INV D	(LIN) Ric Stoakes					
<u> </u>	I (Elly) N		88-2014 AC	ORD CORPORA	ATION A	II riah	te recented

CENTRAL UTAH TELEPHONE, INC PO BOX 7 FAIRVIEW, UT 84629

Federal ID No. 87-0258063

= 21110

STATEWIDE UTILITY LICENSE AGREEMENT

NONINTERSTATE

THIS AGREEMENT, made and entered into this day of 2014, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and CENTRAL UTAH TELEPHONE, INC, a company in the State of UTAH hereinafter referred to as the "COMPANY".

WITNESSETH:

WHEREAS, UDOT desires to assist in expediting the approval of permits issued by UDOT for locating, constructing and maintaining utility lines and related facilities ("facilities") within state highway rights of way; and excluding longitudinal installations within the interstate highway rights of way; and

WHEREAS, it is the desire of the parties hereto that the terms of this agreement shall apply to all permits issued to allow access onto state highway rights of way, hereafter approved in accordance with this agreement; and

WHEREAS, the parties desire that this agreement shall apply to approved location and construction permits on state highway rights of way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

WHEREAS, the parties desire that this agreement supersedes all previous agreements executed between the two parties

NOW THEREFORE, In consideration of the promises and mutual covenants and agreements contained herein, said parties hereby covenant and agree as follows:

(1) <u>UDOT AGREEMENT TO REVIEW APPLICATIONS:</u> This agreement is not a permit or a guarantee of a permit. However, **UDOT** agrees to review any application for a permit that **COMPANY** files pursuant to the procedures established in this agreement promptly. **COMPANY** and **UDOT** agree to work together in good faith with the intent to reach a mutually beneficial decision on any permit application.

- (2) APPROVAL: Unless otherwise stated herein, or in any particular permit or agreement, all location, construction and maintenance permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Permit applications shall be presented to the appropriate UDOT Region/District Director or an authorized representative who shall have the authority to issue and approve the permit as expeditiously as possible. All permits that may be issued will be subject to the requirements of Utah Admin. Code R930-7, Accommodation of Utilities. UDOT may apply special limitations to the permitted work. The issuance and approval of a permit will enable the COMPANY to proceed with the work and use under the permit in accordance with the terms thereof.
- (3) <u>RESERVATION AND SPECIAL PROVISIONS:</u> Each party hereto reserves the right to require an agreement or specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as agreed upon by the parties, may be incorporated into any permit issued hereunder.
- (4) <u>INSPECTION:</u> UDOT may perform routine inspection of utility construction work to monitor compliance with the license agreement, encroachment permit and with state and federal regulations. Costs associated with the inspection are the responsibility of the **COMPANY**.
 - (5) COSTS: The entire costs of the facilities installation shall be paid for by the COMPANY.
- (6) <u>BEGINNING CONSTRUCTION</u>: The COMPANY shall not begin any work on UDOT right of way until the permit is issued and notice to proceed is given to the COMPANY by UDOT. After notice to proceed is received, the COMPANY shall complete construction in accordance with UDOT requirements.
- (7) TRAFFIC CONTROL: The COMPANY shall conduct their operation so that traffic control for utility construction and maintenance operations conforms to UDOT's current Utah MUTCD or UDOT Traffic Control Plans, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be planned so that closures of intersecting streets, road approaches, or other access points are held to a minimum. The COMPANY shall submit traffic control plans showing detours and signing operations in advance, allowing UDOT reasonable time for review. No full or partial lane closure shall be made without prior approval of UDOT Region/District Director or authorized representative. The COMPANY shall conform to UDOT approved traffic control plan and such instructions of UDOT Region/District Director or an authorized representative as may be given.
- (8) EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION: The COMPANY shall perform all work on UDOT right-of-way in compliance with Utah Admin. Code R930-7, Utility Accommodation, current UDOT Standard Specifications for Highway and Bridge Construction, UDOT Permit Excavation Handbook, and all applicable state and federal environmental laws and regulations.

- (9) EMERGENCY WORK: Emergency work may be done without prior permit if there is imminent danger of loss of life or significant damage to property. In all emergency work situations, the COMPANY or its representative shall contact UDOT immediately and on the first business day shall contact UDOT and complete a formal permit application. Failure to contact UDOT for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement. At the discretion of the COMPANY, emergency work may be performed by a bonded contractor, public agency, or a utility company. In all cases the COMPANY shall comply with the State Law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior permit.
- (10) <u>RESTORATION OF TRAFFIC SIGNAL EQUIPMENT</u>: Any traffic signal equipment or facilities which are disturbed or relocated as a result of the **COMPANY**'s work must be restored in accordance with plans approved by **UDOT**. Restoration of traffic signal equipment must be done at the **COMPANY**'s expense by a qualified electrical contractor experienced in signal installation, retained by the **COMPANY** and approved in advance by **UDOT**. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.
- (11) MAINTENANCE: The facilities shall at all times be maintained, repaired, renewed and operated by and at the expense of the COMPANY. The facilities will be serviced without access from any interstate highway or ramp. If the COMPANY fails to maintain the facilities, UDOT may notify the COMPANY of any maintenance needs. If the COMPANY fails to comply with UDOT's notification and complete the needed maintenance, then UDOT reserves the right, without relieving the COMPANY of their obligation hereunder, to reconstruct or make repairs to the facilities, as it may consider necessary, and the COMPANY shall reimburse UDOT its cost.
- (12) LIABILITY: Pursuant to R930-7-6(2)(b), the COMPANY is required to post a continuous bond in the amount of \$100,000 to guarantee satisfactory performance under this agreement. UDOT may proceed against said bond to recover all expenses incurred by UDOT, their employees or representatives in the sections of roadway interfered with by the COMPANY to restore to UDOT standards. These expenses refer to all expenses incurred in the repairing of portions of the roadway determined by UDOT inspectors to be inadequately restored or maintained by the COMPANY. The liability of the COMPANY shall not be limited to the amount of the bond. In the event claims exceed the amount of the bond, UDOT may only claim the \$100,000 maximum amount against the bond; however, the COMPANY shall be liable for any amounts exceeding the limits of the bond, but only to the extent the COMPANY may be liable for such claims under this agreement. The COMPANY shall notify UDOT immediately in writing at the following address if this bond is planned to be terminated or is terminated:

Statewide Utilities Engineer Utah Department of Transportation 4501 South 2700 West PO Box 148380 Salt Lake City, Utah 84114-8380 Failure to maintain the required bond is cause for termination of this agreement and cancellation of any permits.

Pursuant to R930-7-6(6)(b) **UDOT** may require an additional bond from the **COMPANY** for permits issued under this agreement. The amount of the bond will be set according to the scope of work permitted but not less than \$10,000. If a bond is required, **UDOT** may proceed against the bond to recover all expenses incurred by **UDOT**, their employees or representatives to restore to **UDOT** standards the sections of roadway interfered with by the **COMPANY**. These expenses refer to all expenses incurred in the repairing of portions of the state highway rights of way determined by **UDOT** inspectors to be inadequately restored or maintained by the **COMPANY**. The liability of the **COMPANY** shall not be limited to the amount of the bond.

The **COMPANY** will indemnify and hold harmless **UDOT**, its employees, and the State of Utah from responsibility for any damage or liability arising from their construction, maintenance, repair, or any other related operation during the work or as a result of the work pursuant to permits issued under this agreement.

- (13) <u>FUTURE HIGHWAY CONSTRUCTION</u>: It is understood and agreed to by the parties and as part of the consideration for this agreement that **UDOT** has the right to cross said facilities line at any point necessary in future construction, expansion or improvement of the State Highway System provided that **UDOT** uses due care in the protection of the facilities line in making the crossing.
- (19) <u>CANCELLATION OF PERMITS</u>: Any failure on the part of COMPANY to comply with the terms and conditions set forth in the license agreement or the encroachment permit may result in cancellation of the permit. Failure to pay any sum of money for costs incurred by **UDOT** in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the utility facilities may also result in cancellation of the permit. **UDOT** also may remove the facilities and restore the highway and right of way at the sole expense of the **COMPANY**. Prior to any cancellation, **UDOT** shall notify the **COMPANY** in writing, setting forth the violations, and will provide the utility company a reasonable time to correct the violations to the satisfaction of **UDOT**.
- (20) <u>ASSIGNMENT</u>: Permits shall not be assigned without the prior written consent of **UDOT**. All assignees shall be required to file a new permit application.
- (21) <u>SUCCESSORS AND ASSIGNS</u>: All covenants and agreements herein contained shall be binding upon the parties, their successors and assigns.
- (22) <u>UDOT MAINTENANCE OPERATIONS</u>: Underground facilities must be buried to the proper depth to avoid conflict with **UDOT**'s normal and routine maintenance activities. In entering into this agreement with **UDOT** and obtaining a permit for the work, the **COMPANY** acknowledges this requirement and agrees to avoid such conflicts by placing its facilities to the required horizontal clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

In all cases the **COMPANY** shall protect, indemnify and hold harmless **UDOT**, its employees, and the State of Utah for damages to lines within the horizontal or vertical clearances. Any noncompliance to the above may result in cancellation of the **COMPANY**'s permit. If the **COMPANY** is found to be in violation of its permit with respect to vertical or horizontal location, such violation may result in cancellation of its permit.

(23) TERMINATION OF LICENSE AGREEMENT: This agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement and permits. The obligation to maintain the continuous performance bond as described in paragraph (12) above continues until COMPANY's facilities are removed from UDOT's right-of-way.



Approved by CENTRAL UTAH TELEPHONE, INC in the Sta	ate of UTAH
Notary: SUBSCRIBED AND SWORN TO BEFORE ME TH	15 12 DAY OF JULE, 2014
	BY Fadie X. Cox
PAMELLA RIGBY Notary Public	Pamella Rabu
State of Utah Comm. No. 675561	NOTARY PUBLIC
My Comm. Expires May 10, 2018	
- GILDP	[10 2011
By: Signature	6-19-2014 Date PRESIDENT Title
EDDIE L. COX	PRESIDENT
Name (printed)	Title
FOR THE LITALL DEPARTMENT OF TRANSPORTATION	
FOR THE UTAH DEPARTMENT OF TRANSPORTATION	
By: Kichand Manysa	24 June 2011
Richard Manser, P.E. UDOT Statewide Utilities Engineer	Date
egon elatewide d'anties Englineer	
COMPTROLLER'S OFFICE	
By: Cheliat pling.	6-25-14
Cherise Young /	Date
UDOT Contract Administrator	

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation.



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CONTINUOUS STATEWIDE UTILITY LICENSE AGREEMENT BOND

TO COVER THE PLACEMENT OF UTILITIES ON UTAH DEPARTMENT OF TRANSPORTATION'S PROPERTY AND RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

KNOW ALL MEN	(DI IIIISE PRESENTS.					
That we	Central Utah Telephone, Inc.				Ma	ailing
address: PO Box	7, Fairview Utah 84629	Phone:_	(435)427-3331	_ as	Principal,	and
The Cincinnati Insur	ance Company		as Surety, being	duly autl	horized to tra	ınsact
business in the Stat	e of Utah, are held and firmly bou	and unto the	UTAH DEPARTMEN	ΓOF TRA	ANSPORTAT	ΓΙΟΝ,
as Obligee, the full	sum of \$100,000. For the paym	ent of whicl	n, well and truly to be n	nade, we	bind ourselve	s, our
heirs, executors, ad	lministrators, successors and ass	ign, jointly	and severally, firmly b	y these p	resents.	
The Princip	oal has entered into a utility licer	ise agreeme	nt with the Utah Depar	tment of	Transportatio	on for
constructing, locati	ng and maintaining overhead and	d/or undergi	ound facilities and rela	ted appur	tenances with	in the
state highway right	s-of-way, excluding the interstat	e highway r	ights-of-way for the pu	rpose of	constructing (utility
facilities in Utah	as stated in the Statewide U	tility Licen	se Agreement execut	ed on th	ne <u>17</u> da	ay of
Aune,	2014 .					
The Princip	al is required to maintain this sur	ety bond in	perpetuity to guarantee	the comp	oletion of the p	roper
restoration and rep	lacement of the state right-of-w	ay to the ex	tent the Principal or i	ts utility	facility cause	s any
damage to the right	of-way, including but not limit	ed to, roads,	ditches, bridges, culve	erts and o	ther appurten	ances
that the Principal u	tilized or impacted during the pe	ermitted wo	rk.			
The Princip	oal has agreed to comply with t	he rules, re	gulations, condition a	nd restric	ctions stated i	in the
nermit(s)						

If the Principal fails to complete the required work described in the permit, damages state right-of-way, including appurtenances and/or fails to perform the permitted work according to the applicable standards and specifications, including the conditions and limitations in the permit(s), it will be the responsibility of the Surety to arrange for the timely completion of all necessary work as required by the permit(s) and the Utah Department of Transportation.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees including enforcing such obligation, shall be taxed as costs and included in any judgment

rendered.

This bond shall be enforced for a continuous period. If the Principal fails to pay the required payments to the Surety, the Surety may terminate this bond upon giving the Utah Department of Transportation written notice by certified mail to the following address:

Utah Department of Transportation Right-of-Way, Permits 4501 South 2700 West PO Box 148420 Salt Lake City, Utah 84114-8420

The termination shall be effective ninety (90) days after the receipt of the notice by the Utah Department of Transportation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

	Central Utah Telephone, Inc.
Principal Seal	By Principal Of
	Title I. Branch Cox, President
	Date: Aure 17 2014 The Cincinnati Insurance Company Surety
Surety Seal	By Michael DZ Vouly
	Title Michael R. Vowles, Attorney-in-Fact
	Date: _06/05/2014

STATE OF UTAH COUNTY OF SALT LAKE

Michael R. Vowles	Being first duly sworn, an oath, DEPOSES AND
SAYS: That he is Attorney-in-Fact of	The Cincinnati Insurance Company the Surety of the foregoing bond, and
that he is authorized to execute and deliv	er the foregoing obligation; that said Company is authorized to execute the
same, and has complied in all respects	with the laws of Utah in reference to begin sole surety upon bonds,
undertakings and obligations.	
PO Box 145496, Cincinnati OH 45250	(801)798-7343
MAILING ADDRESS OF SURETY COMPANY	PHONE OF SURETY COMPANY
DANISE WORWOOD Notary Public, State of Utah Commission #65674 My Commission Expires June 13, 2016	Manise A Discover
Subscribed and sworn to me before this	5th day of June, 20 14.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael R. Vowles; Robyn B. Jensen; Danise Worwood and/or David T. Smedley

Spanish Fork, Utah

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00). This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

CORPORATI SEAL

STATE OF OHIO COUNTY OF BUTLER THE CINCINNATI INSURANCE COMPANY

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the

seal of said Company and the corporate se authority and direction of said corporation.

) ss:

MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration

date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this

CORPORATE

BN-1005 (5/12)