

Baldwin County Highway Department

| Permit No. 25339- F |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| District ELBERTA |
| Township T8S |
| Range/Section R5E/S24 |
| Type Fiber |
| and the second s |

250011075

PERMIT -FOR THE ACCOMODATION OF UTILITY FACILITIES AND RELOCATION REQUIREMENTS ON PUBLIC-RIGHTS-OF-WAY

| "Agreement"), entered into this theday of | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| "Agreement"), entered into this theday of acting through its authorized agents of the Baldwin County Hig | |
| "COUNTY") AND gigapower, llc "UTILITY"). | , (hereinafter referred to as the |
| Villar). | |
| WITNESSET | "H |
| WHEREAS, the County proposes certain highway improve | |
| facilities accommodated on a public right-of-way in Baldwin C | |
| | authorized to operate pursuant to the terms |
| and conditions of a valid Cable Franchise Agreement with Baldwin C WHEREAS, the Franchise Agreement between Baldwin C | |
| cable company requires a valid bond to be in force for the dura | |
| order to ensure complete and faithful performance of all condi | |
| Franchise; and, | |
| WHEREAS, specifically in the case of a disturbance of any | |
| provides that GIGAPOWER, LLC cable company is res | |
| restoration of the right-of-way to its pre-disturbed condition, so secured by the bonding requirement within the Franchise Agre | 2000 - 10 - 12 12 12 12 12 12 12 12 12 12 12 12 12 |
| WHEREAS, the project subject hereto and contained herei | 판 하늘에 없어야 하다 하는 사람들이 맛있다면 그 사람들이 얼마나 아내는 아내는 아내를 하는 것이 나를 하는 사람들이 되었다면 하는 것이 되었다면 하는 것이다. |
| entitled as: | , man o |
| GIGAPOWER PROPOSES TO INSTALL 486' | OF CONDUIT HORIZONTALL |
| VIA DIRECTIONAL BORE WITHIN BALDWIN C | |
| / THREE (03) NEW HANDHOLES/FLOWERPOTS/DIG PI | TS NEED TO BE |
| PLACED FOR GIGAPOWERPROJECT #WY3_F | ROLT2_1014PA#SR-768920. |
| , and; | |
| | |
| WHEREAS, the County has granted to the Utility the right to | locate its facilities across or along the public |
| SERVICE CONTROL OF SERVICE SERVICE SERVICE CONTROL OF SERVICE | |

WHEREAS, the County has granted to the Utility the right to locate its facilities across or along the public highways, and hereby grants to Utility, approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on the attached plans and specifications:

NOW THEREFORE, be it agreed as follows:

30" min depth on shoulder

36" min depth under ditch

48" min depth under road

72" min depth under and around cross drains

ARTICLEI. County Engineer Authority and Least Possible Interference

The Utility agrees to install its facilities on the public right-of-way, as shown by the plans and specifications attached hereto and made a part hereof as Attachment/Exhibit \underline{A} and/or in accordance with the requirements of County, so as to occasion the least possible interference with the progress of County projects where such installation is within the bounds of an active highway project.

ARTICLE II. County Standards

Utility agrees to conform to the provisions of the current County Standards, as interpreted by the County Engineer, for the Accommodations of Utilities on a public Right-of-way. It is further agreed that the applicable provisions of the laws of the State of Alabama and Baldwin County, Alabama shall govern and be controlling and binding over the provisions of the Agreement.

ARTICLE III. Non-Assignability

With exception to financing agreements, mortgages, security agreements, or other security interests in the facilities permitted hereby, the parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise any interest, rights or obligations provided or contained herein in whole or in part at any time.

ARTICLE IV. Warranties, Representations and Certifications

The execution and delivery of this Agreement have been duly authorized by all necessary actions of County and Utility, and such actions are in compliance with all public bidding and other State and federal laws applicable.

This Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Agreement shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

Utility shall provide to County, and to the satisfaction of the County Engineer, written proof of compliance with applicable ADEM requirements including a Receipt of Registration from ADEM for Phase II Stormwater Permitting Requirements if applicable.

If registration of the project with ADEM is not required, under current stormwater Permitting Regulations as determined by the Utility, then it shall be a County requirement that Utility must provide a "written certification of review and understanding" of those same requirements to County as part of this Permit Application.

Not withstanding the above, Utility shall comply with all applicable environmental laws, regulations and permitting requirements.

ARTICLE V. Term and Binding Effect

This Agreement and contract will, upon County approval and execution:

- continue in effect until amended, altered to that effect, or otherwise changed by all parties hereto and as required herein, and;
- 2. Not extend or be enforceable past a maximum of 35 months in duration or shorter time agreed upon by parties as noted herein within Article XXII.

Utility shall remain in compliance for the duration of the terms as listed within this permit to include but not limited to a one year period after the completion of construction as determined by County, and;

3. Be binding upon and shall inure to the benefit of the County, Utility and their respective agents and successors.

ARTICLE VI. Exhibits and Attachments

The following exhibits and/or attachments listed below referenced herein are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

- A. Plans and Specifications, Cross Section, Vicinity Map
- B. ADBM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein
- C. Letter from applicable Wastewater Treatment Facility confirming knowledge of Utility installation and ability to treat the waste (Sewer Permits only)
- D. Certificate of Insurance (Baldwin County Highway Department as "Certificate Holder" only)

| P | C | | C | 1 |) | n | Έ | í | 1 | • | 1 | Ċ | t | i | C |) | n | | ٩ | ŝ | C | ŀ | 1 | d | 1 | u | 1 | е | ć. | • | ٠ | | | | • | | | |
|-----|---|--|---|---|---|-----|---|---|---|---|---|---|---|---|---|---|---|---|---|---|----|---|---|---|---|---|---|-----|----|---|---|----|---|----------|----------|-----|-------|-------|
| - 1 | | | | | M | *** | | | | | | | | - | • | | | | - | | | | | | | | | | | | | ٠. | | | 1 | | | |
| T. | | | | | • | ٠. | 1 | | : | 1 | | | | | 1 | | | | | | | | | | | | | | | | | | : | | | '-; | 1 | |
| | • | | - | - | | - | - | | - | | | | - | | - | | | * | - | | ئد | | | • | | - | | غية | - | • | | | - | <u>.</u> | <u>.</u> | - | - | - |

County and Utility jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto.

ARTICLE VII. Plans

All permits shall include a plan view of the entire utility installation depicting the linear position of the utility along the roadway and the horizontal position of the utility measured to the edge of the roadway. These plans shall also show all roadway crossings as well as the proposed location of any appurtenances such as fire hydrants, pressure relief valves, pedestals, lift stations, etc. The plans shall also include a typical cross section showing the roadway and position of the proposed utility relating to its horizontal and vertical position.

ARTICLE VIII. Entire Agreement

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations whatsoever whether express or implied.

ARTICLE IX. Severability

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

ARTICLE X. Bond Requirements

The Utility agrees to file with the Baldwin County Highway Department a certified check or bond in the amount of \$_____ made payable to the Baldwin County Highway Department to guarantee the faithful and complete performance of provisions of this Agreement and to guarantee that Utility will maintain this work suitable to the Baldwin County Highway Department for a period of one year.

At the end of one year, from the completion of this work, the Baldwin County Highway Department may:

- 1. If the work is determined to be satisfactory by County, return the bond or certified check to the remitter, or;
- 2. If the work is determined to be unsatisfactory, apply the bond or certified check to the cost of repairing the right-of-way with County forces, and;
- 3. The County has the authority to determine if a bond is required, depending upon the circumstances of the permit.

ARTICLE XI.

Bond Amounts and Reservations

The following are the values for the bond amounts for the following facilities:

| 4.2 | | | | |
|------|-----------|------|-----|------|
| | | | 7.0 | 1 |
| Α. | Buri | രവ (| 913 | 1:64 |
| 4.44 | A-2 1-4-1 | | | 1.57 |

| 1. | Crossin | ıg: | | | | \$5,000 | |
|----|----------|----------|--------|-----|--|---------|----------|
| 2. | Parallel | l, Trend | h | | | \$5,000 | per mile |
| 3. | Parallel | l, Direc | t Buri | al- | | \$2,000 | per mile |

B. High-pressure, gas pipelines

| 9 | т, | : . | | × . | | | | - 1 | | | . T. | 574 | | |
|---|----|-----|-----|-----|----|-------|------|---------|-----|----|-------|------|-----|--|
| | • | | - 1 | ₹. | ٠. | | . 3 | | • " | | | | | |
| ÷ | ı | | | - 1 | | cire. | 44.5 | 100 | | | hν | 11:0 | 127 | |
| × | Ł | 48 | ٠ | ч | | m | 1.1 | 1 | 11 | IЕ | 1 I Y | v c | ĽV: | |

| Ţ | 8-in | ch dìar | neter a | nd sn | aller | \$10 | ,000 |
|------|------|---------|----------|-------|-------|------|------|
| | | | l 6-incl | | | \$25 | ,000 |
| III. | Larg | er than | 16 inc | hes | | \$50 | ,000 |

2. Parallel to highway

| 1. | 8-Inch | ı diamete | r and sn | aller | | \$5,000 | per mile |
|----|--------|-----------|----------|-------|---------|---------|----------|
| | | ough 16- | | | 400 000 | | per mile |
| | | than 16 | | | | | per mile |

C. Low-pressure water, sewer, and gas pipelines

| | | | | | | | | | 11.00 | | | | | and the state of the state of | and the first of the |
|----|-----|--------|---------|------------|---------------|-----------|-----|--------------|-------|---------|-----------|-----|----------------|-------------------------------|----------------------|
| ٠. | ٠. | Cros | 27 35 C | No Publica | لاختاب الأراث | 2 . 5 - 1 | | | 211 | - 19 25 | 1000 | 4.1 | \$5,00 | 1/3 | |
| | - 1 | 1 7739 | CIMO. | nioni | $M \times V$ | | | 100 | | | 1000 | | A 1.11 | n i | |
| • | | 44.0 | O-11E | Trans. | 1.30 T. | | | | 500 | 100 | | | The profession | ** | |
| | | | | | | | | -1 | | 1.1 C. | ti e e te | 100 | and the second | | |
| : | 7 | Para | LAL P | er hine | Acries | 1.1 | 1.0 | er i e e i e | 45 A | 1.11 | tia e tie | 1 : | CC M |)0 per | mile. |
| | Zer | raia | ucau | | uwa | v | | 100 | 1.0 | | | - 1 | (D) (J) (J) | AU DOL | HILLS |

- D. For unpaved roadway above amounts may be reduced by as much as 75% at the discretion of County.
- E. The County reserves the right to increase or decrease the bond requirement to coincide with local conditions and work history of the constructing entity.
- F. As determined on a case-by-case basis, permits issued to entitles operating pursuant to a valid Baldwin County Cable Franchise Agreement may not be required to obtain an additional bond for activities permitted herein.

ARTICLE XII. Required Relocation of Facilities

As a condition for permission to install its facilities upon County right of ways, Utility agrees to relocate said facilities at Utilities said expense with no obligations imposed upon County financially or otherwise in the event such fluture relocation is required by County due to upgrading or reconstruction of the road upon which the facilities are located. Utility further agrees to relocate said facilities within 60 days or as determined by County, if such relocation is required.

ARTICLE XIII. Exclusions, Liabilities, and Damages

County, in approving this application, does not in any way assume responsibility for the maintenance of this facility and projects subject hereto. County shall not be responsible for any claims for damage done to existing private property, public utilities or the traveling public caused by Utility, its agents, servants or employees or caused by the facility itself.

Utility, for the benefits received herein and hereby acknowledged by Utility, agrees to release, indemnify and hold harmless County for any and all deficiencies, count orders, citations, violations, consent orders, fines, or other enforcement actions for refusals or work conducted by the Utility and/or their agents and assigns, all relating to work either resulting from, or specifically relating to the work on County rights-of-ways as herein described or otherwise performed with or without authorization.

County shall be reimbursed or otherwise indemnified from Utility all costs for damages, repairs, fines incurred as a result of any action and/or inaction that would cause County to finish, correct, alleviate, or work on a project/task deemed by County to be the responsibility of Utility. Reimbursement shall come from the Utility in the form of direct payment based on the expenses incurred by the County or through the redeeming of the Bond field by the County in the name of the Utility for said Project:

ARTICLE XIV. Plans on Site

The Utility owner agrees to have an accurate copy of the approved agreement and plans on the job site at all times while said work is being performed.

ARTICLE XV. Responsibility for Traffic Control Devices

Traffic control devices will be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices, latest edition, which is hereby made a part hereof by reference and will be conformed to as the provision thereof, are applicable to such work or otherwise deemed necessary by County.

ARTICLE XVI. Markings and Decals

Utility Company must mark ped or pole with de-cal showing:

- A. Name of company, nature of utility (water, sewer, gas, cable TV, etc.), and;
- B. A telephone number where utility company can be reached by phone, and;
- C. The distance from ped or pole to existing buried line, and;
- D. This applies to existing ped, pole and line, as well as new lines.

ARTICLE XVII. Implementation of Work

Utility must begin work (to the satisfaction of County) on the project no later than 90 days from dated issue of permit, or in the alternative, notify County utilities inspector in writing for consideration of a discretionary extension for good cause.

ARTICLE XVIII.

Site Restoration

All disturbed areas must be returned to as close to normal as possible to include but not limited to reseeding with grass seeds, sod, etc. unless the utility is buried inside a dirt road that is a travel way; however, Utility should always maintain site so as to prevent erosion or otherwise comply with environmental standards. Post-construction drainage, flow direction and volume should be the same as pre-construction drainage, flow direction and volume.

ARTICLE XIX.

Non-Waiver

The waiver of any breach of this agreement by County shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this contract. The delay or omission by County to exercise any right or power provided by this agreement shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of Utility. Any breach on the part of Utility shall be construed a continuing breach, and County may exercise every right and power under the Agreement at any time during the action or inaction or upon the occurrence of any subsequent breach.

ARTICLE XX.

Mandatory Time of Contact

Utility agrees to place calls for construction to the County at least 24 hours prior to construction and upon completion.

ARTICLE XXL

Non-Endorsement

County, in no way, is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Utility. This permit governs and oreates an understanding as to the issues herein outlined, or otherwise controls the placement of facilities within the County right-of-way by Utility. Any perceived endorsement, authorization or approval, given hereby, verbally or otherwise, for other business practices or behavior of the Utility or its agents, without a properly-authorized and written verification thereof, is to be considered hereby withdrawn. This permit, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of County. It is the sole responsibility of the Applicant hereto to comply or to ensure their own compliance with any local, State, or Federal law or regulation.

ARTICLE XXIL

Additionally Agreed Upon Provisions

The bonding requirement herein shall be deemed satisfied if the UTILITY has procured, and only during the validity of, a current and valid bond as required by the Baldwin County Franchise Agreement. Should the Franchise bond expire or otherwise be invalidated during the term of this Permit, the UTILITY shall be subject to the bonding requirements hereunder. Further, the UTILITY shall ensure that a County approved bond is in full force and effect during all periods under this Permit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers. APPROVED BY:

Authorized Representative Baldwin County Highway Department

County Engineer Date **Baldwin County Highway Department**

Baldwin County Highway Department

BALDWIN COUNTY HIGHWAY DEPARTMENT UTILITY PERMITS PO Box 220 Silverhill, AL 36576 251-972-6831, phone 251-972-6832, fax

APPLICANT: BY Shannon Spain -Authorized Agent on behalf of Gigapower

SIGNATURE SHANNON SPAIN TYPED OR PRINTED NAME PERMITTING MANAGER

TITLE

UTILITY COMPANY (IF APPLICABLE)

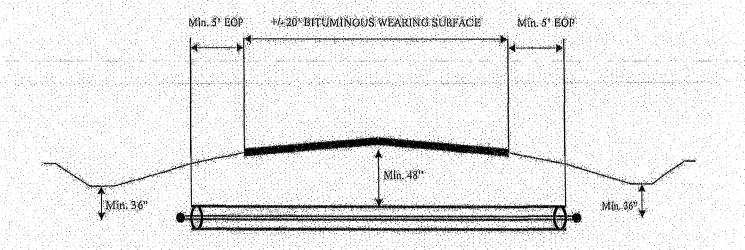
ADDRESS:

Pearce_Permitting_GP@pearce-services.com

(805) 635-1635 PHONE NUMBER

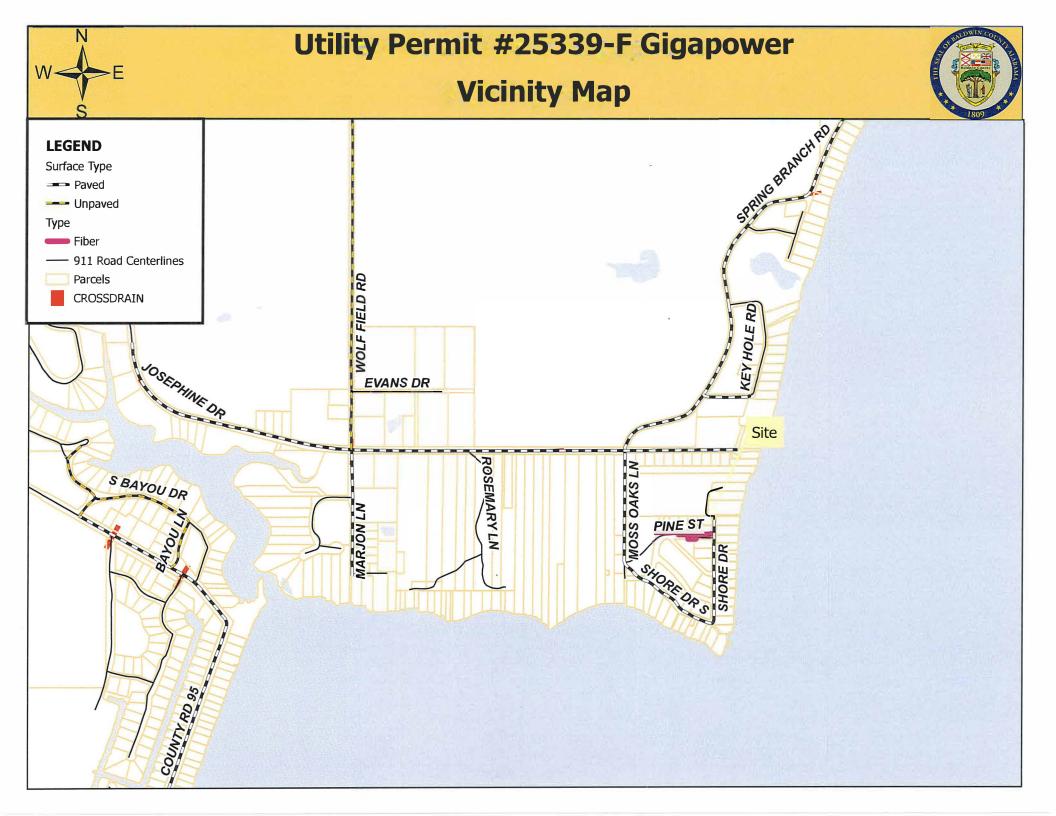
1, Evin Donnelly _, a Notary Public in and for said County, in said , an individual whose name as a Manyon duly authorized representative for Utility is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Utility. Given under my hand and official seal, this the 29th day of March

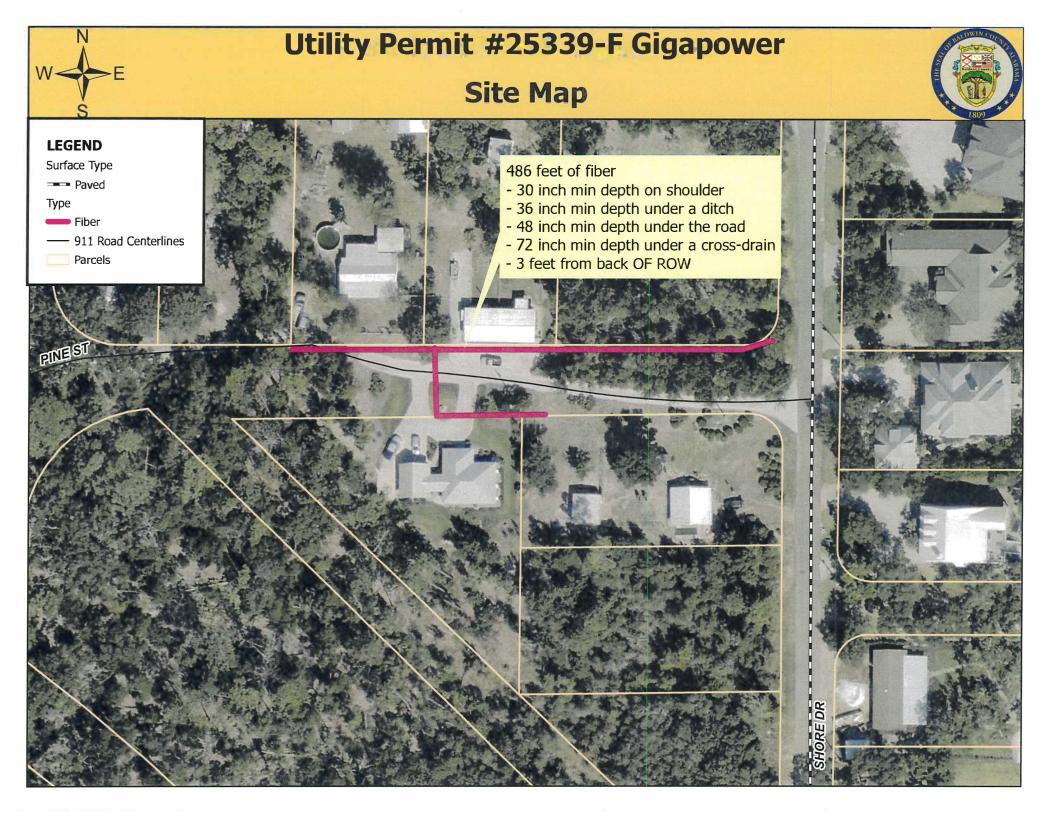
Enh Dounelly, Notary Public



Bore detail for PINE ST, SHORE DR, MOSS OAKS LN

(County Road name)





Written Certification and Review of Understanding of ADEM compliance

03/24/2025 (Current Date)

Baldwin County Highway Department Engineering Division – Utility Inspection PO Box 220 Silverhill, AL 36576

RE: 29620 Josephine Dr, Elberta, AL 36530, USA (Project Location – Baldwin County)

We have reviewed and understand the Alabama Department of Environmental Management's NPDES stormwater permitting regulations. We hereby certify that the referenced project does not warrant registration.

Sincerely,

Shannon Spain

Signature

Shannon Spain

Typed or Printed Name

Permit Manager

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2025

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.

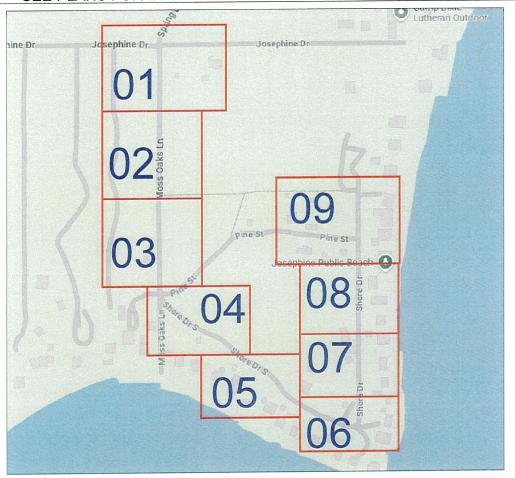
| lf | SUBROGATION IS WAIVED, subject is certificate does | to th | ne ter | ms and conditions of th | e polic | y, certain po | olicies may ı | | |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------|-------------------------------------------|------------------------------------------------------------------------|--------------|
| | DUCER | O tile | COLL | noute notice in nea or si | CONTAC NAME: | | U.S. Operation | e | |
| | MARSH USA, LLC. | | | | DHONE | | 66-4664 | LEAV | 040 0044 |
| | 800 Market Street, Suite 1800 St. Louis, MO 63101 | | | | (A/C, No E-MAIL ADDRES | o, Ext); 000-90 | | | -948-0811 |
| | | | | | ADDRE | | s.CertRequest@ | | |
| | - | | | | | | | RDING COVERAGE | NAIC# |
| | | | | | INSURE | RA: The Travel | ers Indemnity Co | ompany of America | 25666 |
| INSU | Gigapower, LLC | | | | INSURE | RB: N/A | | | N/A |
| | 311 S. Akard St 21st Floor | | | | INSURE | RC: | | | |
| | Dallas, TX 75202 | | , | | INSURE | RD: | | | |
| | | | | | INSURE | RE: | | | |
| | | | | All of the Contract of the Con | INSURE | RF: | | | |
| | | | | NUMBER: | | 010679545-06 | | REVISION NUMBER: | |
| IN CI EX | HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH | EQUIF PERT POLI | REMEN | NT, TERM OR CONDITION THE INSURANCE AFFORD | OF AN' | Y CONTRACT THE POLICIE REDUCED BY I | OR OTHER I S DESCRIBEI PAID CLAIMS. | DOCUMENT WITH RESPECT T D HEREIN IS SUBJECT TO AL | O WHICH THIS |
| INSR LTR | TYPE OF INSURANCE | INSD | WVD | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
| Α | X COMMERCIAL GENERAL LIABILITY | | | | | 05/11/2025 | 05/11/2026 | EACH OCCURRENCE \$ DAMAGE TO RENTED | 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | | PREMISES (Ea occurrence) \$ | 300,000 |
| | | | | | | | | MED EXP (Any one person) \$ | 10,000 |
| | ı' | | | | | | | PERSONAL & ADV INJURY \$ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE \$ | 2,000,000 |
| | X POLICY PRO- LOC | | | | , | | | PRODUCTS - COMP/OP AGG \$ | 2,000,000 |
| | OTHER: | | | | | | | - \$ | |
| Α | AUTOMOBILE LIABILITY | | | | | 05/11/2025 | 05/11/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ | 1,000,000 |
| | ANY AUTO | | | | | | | BODILY INJURY (Per person) \$ | |
| | OWNED SCHEDULED AUTOS | | | | | | , | BODILY INJURY (Per accident) \$ | |
| | X HIRED X NON-OWNED AUTOS ONLY | | | | | | | PROPERTY DAMAGE (Per accident) \$ | |
| | The rest entary | | | | | | | \$ | |
| | UMBRELLA LIAB OCCUR | | 1 | | | | | EACH OCCURRENCE \$ | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE \$ | |
| | DED RETENTION \$ | | | | | , | | \$ | |
| | WORKERS COMPENSATION | | | | ······································ | | | PER OTH- STATUTE ER | |
| | AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE | | | | | | | E.L. EACH ACCIDENT \$ | |
| | OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | N/A | | | | | | E.L. DISEASE - EA EMPLOYEE \$ | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT \$ | |
| | DESCRIPTION OF CPERATIONS DELOW | 1 | - | | | | | E.E. BIGEAGE - I GEIGT EIWIT | |
| | | | | | | | | | |
| | | | | | | | | 1 | |
| BAL | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC DWIN COUNTY COMMISSION is/are included as a of the operations of the named insured subject to pol | ddition | al insure | ed where required by written contra | ct. This in | surance is primary | y and non-contribi | utory over any existing insurance and lim | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| CE | RTIFICATE HOLDER | | | | CAN | CELLATION | | | |
| | BALDWIN COUNTY COMMISSION 312 COURTHOUSE SQUARE SUITE 15 BAY MINNETTE, AL 36507 | | | | THE | EXPIRATION | N DATE TH | DESCRIBED POLICIES BE CANC IEREOF, NOTICE WILL BE CY PROVISIONS. | |
| | | | | | AUTHO | RIZED REPRESE | NTATIVE | | |
| | | | | | | | | March 2154 1 | 10 |

CONSTRUCTION SCHEDULE

| Construction of | on County ROI | V will begin | 04/24/ | 2025 | and will |
|-----------------|---------------|---------------|----------------|------|-------------|
| Construction (| an Commy izo. | w will noghit | | | atter yvera |
| take approxim | iately 180 | davs/week | s to complete. | | |

SCOPE OF WORK: GIGAPOWER PROPOSES TO INSTALL 4303' OF CONDUIT HORIZONTALLY VIA DIRECTIONAL BORE WITHIN BALDWIN COUNTY RIGHT OF WAY.

SEE PLANS FOR LOCATION AND MORE INFORMATION.#SR-768920.







PEARCE ENGINEER
CONTACT NUMBER

805.635,1635



811 DESIGN TICKET: 250832649, 250832681

JURISDICTION: BALDWIN COUNTY

STATE: ALABAMA

EXCHANGE: ELBERTA

REVISIONS/APPROVALS

| DATE | DESCRIPTION | INITIA |
|------|-------------|--------|
| DATE | DESCRIPTION | BALLIN |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |



PROJECT ADDRESS: 29620 JOSEPHINE DR, ELBERTA, AL 36530, USA

| PROJECT NUMBE | R: WY3_R | OLT2_1014PA |
|---------------|----------|-------------|
| ENGINEER NAME | | |
| CONTACT NUMBE | ER | |
| TOWNSHIP: | | TBS |
| SECTION: | | S24 |
| RANGE: | | R5E |
| DRAWN DATE: | 3. | 24/25 |
| SCALE: NTS | PAGE: C | OF:C |

CABLE DESIGN
WORK LOCATION:
29620 JOSEPHINE DR, ELBERTA, AL 36530,
USA

| FOOTAGE & QU | FOOTAGE & QUANTITIES | | | |
|-----------------------|----------------------|------|--|--|
| DESCRIPTION | QUANTITY | UNIT | | |
| BORE | 4303 | LF | | |
| TRENCH | 00 | LF | | |
| HANDHOLES/FP/DIG PITS | 09/15/03 | EA | | |
| TOTAL FOOTAGE | 4303 | LF | | |

GENERAL NOTES:

- 1. THE CONTRACTOR WILL BE RESPONSIBLE TO RESTORE ANY PROPERTY DAMAGED DURING CONSTRUCTION TO THE SAME OR BETTER CONDITION THAN IT WAS PRIOR TO CONSTRUCTION. CONTRACTORS ARE REQUIRED TO DIG TEST PITS TO DETERMINE THE LOCATION OF ALL EXISTING UTILITIES
- 2. WITHIN ANY PUBLIC STREET OR ALLEY AFFECTED BY THE PROPOSED WORK, ANY CONFLICTS WITH EXISTING UTILITIES SHALL BE RESOLVED WITH THE AFFECTED UTILITY PRIOR TO CONSTRUCTION.
- 3.THE BALDWIN COUINTY HAS THE AUTHORITY TO CHANGE ANY RUNNING LINE FOR ANY PROJECTS DUE TO CONFLICTS WITH EXISTING UTILITIES, FOR ALL RIGHT OF WAYS WITHIN THE COUNTY LIMITS.
- 4. ALL LINES SHALL BE INSTALLED WITH A MINIMUM OF (2) TWO FEET OF HORIZONTAL SEPARATION FROM ANY COUNTY UTILITY LINE.
- 5. CONTRACTORS MUST WHITE LINE AREA WHERE WORK WILL BE PERFORMED. NO TRENCHING ALLOWED WITHIN THE TOWN LIMITS EXCEPT BY APPROVAL ON A CASE BY CASE BASIS, YOU WILL BE NOTIFIED AFTER REVIEW A PERMIT IF TRENCHING WILL BE ALLOWED OR BORING IS REQUIRED.
- 6. CONTRACTOR RESPONSIBLE TO POTHOLE EXISTING UTILITIES HORIZONTAL SEPARATION MUST BE 2 FEET MINIMUM FROM OUTSIDE EDGE OF UTILITY TO OUTSIDE EDGE OF POLE.
- 7. CONTRACTOR IS RESPONSIBLE TO LOCATE ALL STORM WATER UTILITIES PRIOR TO START OF PROJECT.

| LINE TY | PES |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| DB DB DB | PROPOSED DIRECTIONAL BORE |
| TRTRTR | PROPOSED TRENCH |
| AE AE | PROPOSED AERIAL |
| EOPEOP | EDGE OF PAVEMENT |
| RWRW | RIGHT OF WAY |
| | CENTER LINE |
| UEUEUEUE | UTILITY EASEMENT |
| | SIDEWALK |
| ALCO TO THE PROPERTY OF THE PR | GRADE LEVEL |
| —PL——PL——PL—— | PROPERTY LINE |
| HARRING TO A PROPERTY OF THE P | RAILROAD |
| - | FENCE |
| TTT | TELCO |
| GG | GAS |
| —-E-—-E-—-E-— | POWER UNDERGROUND |
| ——E-——E-——E-— | POWER AERIAL |
| TRF—TRF—TRF—TRF | TRAFFIC ' |
| wwww | WATER MAIN |
| -ssssss | SANITARY SEWER |
| — | STORM DRAIN |
| | FORCE MAIN |
| RWRWRWRW | RECLAIMED WATER |
| —sı—sı—sı—sı— | STREET LIGHT |
| TVTVTVTV | CATV BURIED |
| — AE — AE — AE — | AERIAL FOC |

| | LEGEND | |
|----------|---------------------------|--|
| • | POWER MANHOLE | |
| 3 | POWER TRANSFORMER | |
| 1 | POWER PEDESTAL | |
| IXI | TRAFFIC SIGNAL | |
| ⊭→ | STREET LIGHT | |
| ø | WATER VAULT/ SPRINKLER | |
| | WATER METER | |
| Θ | WATER CAP | |
| 0 | FIRE HYDRANT | |
| 0 | SANITARY SEWER MANHOLE | |
| 0 | SANITARY CAP | |
| 0 | STORM DRAIN MANHOLE | |
| | STORM DRAIN | |
| O | TELCO MANHOLE | |
| 0 | GAS VALVE | |
| | PROPOSED NEW HANDHOLE | |
| | EXISTING HANDHOLE | |
| | DIG PIT | |
| Θ | EXISTING MANHOLE | |
| 0 | PROPOSED NEWMANHOLE | |
| | GROUNDED | |
| 6 | FLOWER POT | |
| ō | METAL POLE | |
| 0 | TELCO POLE | |
| 0 | PROPOSED POLE | |
| ø | LIGHT POLE | |
| 12 | POWER POLE | |
| — | PROPOSED ANCHOR & GUY | |
| < | PROPOSED SIDEWALK DOWNGUY | |
| DK. | EXISTING CABINET | |
| TR . | PROPOSED CABINET | |



PEARCE

PEARCE ENGINEER NIKHIL KUMAR
CONTACT NUMBER 805,635,1635



811 DESIGN TICKET: 250832649, 250832681

JURISDICTION:
BALDWIN COUNTY

STATE:

| EXC | HANGE: | ELBERTA | |
|------|---------|-------------|---------|
| | REVISIO | NS/APPROVA | LS |
| DATE | | DESCRIPTION | INITIAL |
| | | | |
| | | | |
| | - | | - |
| | | | |
| | | | |

ALABAMA

GIGAFOWER _

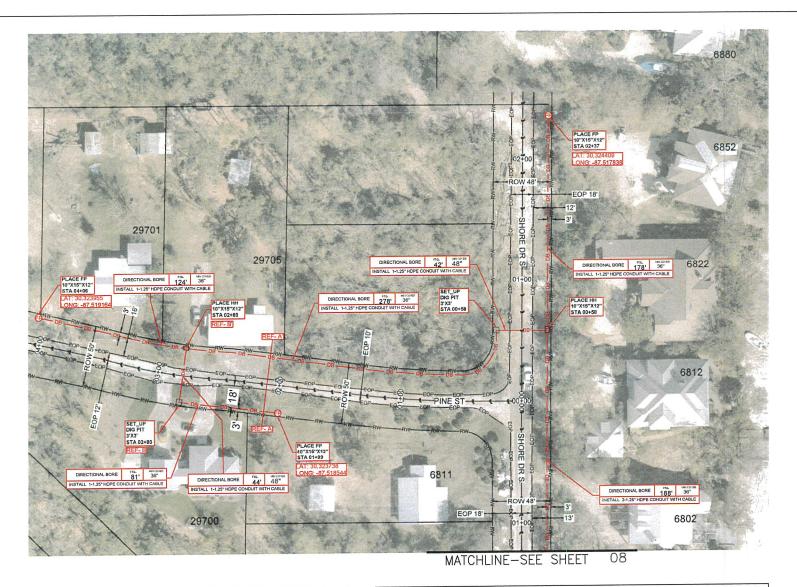
PROJECT ADDRESS: 29620 JOSEPHINE DR, ELBERTA, AL 36530, USA

| | PROJECT NUMBE | R: | WY3_RC | LT2_1014PA | |
|---------------|---------------|----|--------|------------|--|
| ENGINEER NAME | | | | | |
| | CONTACT NUMBE | ΞR | | | |
| | TOWNSHIP: | | | T8S | |
| | SECTION: | | S24 | | |
| | RANGE: | | | R5E | |
| | DRAWN DATE: | | 3/2 | 4/25 | |
| | SCALE: NTS | PA | GE: L | OF:L | |

UG CONSTRUCTION NOTES

- 1. COORDINATE WITH THE LOCAL UTILITY PROVIDER AND PROVIDE THE CLEARANCES TO EXISTING UTILITIES ESTABLISHED BY THOSE AGENCIES. AT A MINIMUM, MAINTAIN 2 FT OF HORIZONTAL CLEARANCE BETWEEN PROPOSED UG UTILITIES (WALL TO WALL) AND A MINIMUN OF 12 INCHES OF VERTICAL CLEARANCE.
- $2.\ \mbox{NO}$ PROPOSED RUNNING LINE CHANGES ARE TO BE DONE WITHOUT COUNTY APPROVAL.
- 3. MAINTAIN A MINIMUN BENDING RADIUS OF 5' ON ALL DUCT CONFIGURATION.
- 4. VERIFY ALL MEASUREMENTS AND DISTANCES

| BAL | DWIN COUNTY UTILITY CONTACTS | | | | |
|------------------------------------------|------------------------------|--|--|--|--|
| CODE NAME | | | | | |
| BCSS01 BALDWIN COUNTY SEWER SERVICE, LLC | | | | | |
| BEMC01 | BALDWIN COUNTY EMC | | | | |
| BTSD01 | BRIGHTSPEED | | | | |
| MCIT01 | MCI TELECOMMUNICATIONS | | | | |
| RVUT02 | RIVIERA UTILITIES, FOLEY | | | | |
| SLLC01 | SOUTHERN LIGHT/UNITI FIBER | | | | |



ALL R/W DISTURBED BY THIS WORK SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER AND IN ACCORDANCE TO APPLICABLE ALDOT SPECIFICATIONS. ALL DISTURBED AREAS MUST BE SODDED, MATCHING EXISTING GRASS TYPE.

NOTE:

ALL UTILITIES NOT SHOWN IN RIGHT OF WAY WILL BE LOCATED PRIOR TO CONSTRUCTION. BEFORE DIGGING, CALL ALABAMA 811 (800-292-8525) FOR UTILITY LOCATED



PEARCE

PEARCE ENGINEER
CONTACT NUMBER

NIKHIL KUMAR 805,635,1635



811 DESIGN TICKET: 250832681

JURISDICTION: BALDWIN COUNTY

STATE: ALABAMA

EXCHANGE: ELBERTA

REVISIONS/APPROVALS

| DATE | DESCRIPTION | INITIAL |
|------|-------------|---------|
| | | |
| | | |
| | | _ |
| | | |
| | | |

GIGAPOWER _

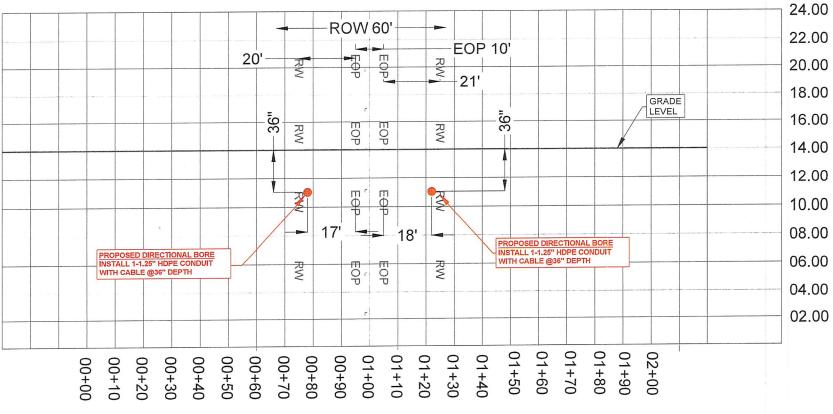
PROJECT ADDRESS: 29620 JOSEPHINE DR, ELBERTA, AL 36530, USA

| PROJECT NUME | BER: | WY3_RC | LT2_1014PA | | | |
|------------------------------------------|------|-------------------|------------|--|-------------|----|
| ENGINEER NAME | | | | | | |
| CONTACT NUME | BER | | | | | |
| TOWNSHIP: SECTION: RANGE: DRAWN DATE: | | T8S S24 R5E | | | | |
| | | | | | 3/24/25 | |
| | | | | | SCALE: 1:50 | PA |

PARALLEL SECTION- VIEW (A-A')



HORIZONTAL SCALE 1:10 VERTICAL SCALE 1:2



MIN HORIZONTAL SEPERATION OF 2' FROM EXISTING GROUND UTILITIES

ALL R/W DISTURBED BY THIS WORK SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER AND IN ACCORDANCE TO APPLICABLE ALDOT SPECIFICATIONS. ALL DISTURBED AREAS MUST BE SODDED, MATCHING EXISTING GRASS TYPE.

NOTE

ALL UTILITIES NOT SHOWN IN RIGHT OF WAY WILL BE LOCATED PRIOR TO CONSTRUCTION. BEFORE DIGGING, CALL ALABAMA 811 (800-292-8525) FOR UTILITY LOCATED





PEARCE ENGINEER NIKHIL KUMAR
CONTACT NUMBER 805.635.1635



811 DESIGN TICKET: 250832649, 250832681

JURISDICTION:
BALDWIN COUNTY

| STATE: | ALABAMA | |
|-----------|-------------|---------|
| EXCHANGE: | ELBERTA | |
| REVISI | ONS/APPROVA | LS |
| DATE | DESCRIPTION | INITIAL |
| | | |
| | | |
| | | |



PROJECT ADDRESS: 29620 JOSEPHINE DR, ELBERTA, AL 36530, USA

| ı | | | | | |
|---|---------------|----|---------|------------|--|
| | PROJECT NUMBE | R: | WY3_RC | LT2_1014PA | |
| | ENGINEER NAME | | | | |
| 1 | CONTACT NUMBE | ER | | | |
| j | TOWNSHIP: | | 2. | T8S | |
| 3 | SECTION: | | | S24 | |
| | RANGE: | | | R5E | |
| i | DRAWN DATE: | | 3/2 | 4/25 | |
| | SCALE: NTS | PA | GE: BP1 | OF:BP3 | |

2009 Edition

Page 633

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

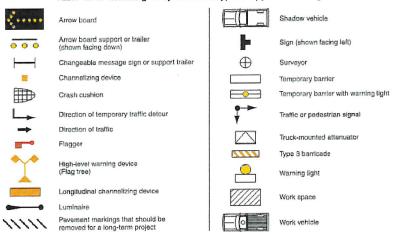


Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

| CONTRACTOR OF THE CONTRACTOR O | Dist | Distance Between Signs** | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------|------------|--|--|
| Road Type | A | В | C | | |
| Urban (low speed)* | 100 feet | 100 fast | 100 feet | | |
| Urban (high speed)* | 350 feet | 350 fact | 950 feet | | |
| Hural | 500 foot | 500 faat | 600 foot | | |
| Expressway / Freeway | 1,000 feet | 1,500 lest | 2,640 lest | | |

- . Speed category to be determined by highway agency
- ** The column handlings A. B. and C. are the dimensions shown in Figures 6H-1 through 6H-48. The A dimension is the distance from the transition or point of matricition to the first aign. The B dimension is the distance between the first and accord signs. The "It states that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.

Table 6H-4. Formulas for Determining Taper Length

| Speed (S) | Taper Length (L) in feet |
|----------------|--------------------------|
| 40 mph or less | L= WS ² |
| 45 mph or more | £= WS |

Where: L = taper length in feet W = width of offset in feet

Y = would or orise to tool
 S = posted speed limit, or oil-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Sect. 6H.01





PEARCE ENGINEER NIKHIL KUMAR CONTACT NUMBER

805,635,1635



Know what's below. 811 before you dig.

811 DESIGN TICKET: 250832649, 250832681

> JURISDICTION: BALDWIN COUNTY

STATE: ALABAMA EXCHANGE:

REVISIONS/APPROVALS DATE DESCRIPTION INITIAL

GIGAPOWER

PROJECT ADDRESS: 29620 JOSEPHINE DR, ELBERTA, AL 36530, USA

PROJECT NUMBER: WY3_ROLT2_1014PA ENGINEER NAME CONTACT NUMBER T8S TOWNSHIP SECTION S24 R5E DRAWN DATE: 3/24/25 SCALE: NTS PAGE: TCP1 OF: TCP3

Page 634

2009 Edition

Notes for Figure 6H-1—Typical Application 1 Work Beyond the Shoulder

Guidance:

 If the work space is in the median of a divided highway, an advance warning sign should also be placed on the left side of the directional roadway.

Option:

- The ROAD WORK AHEAD sign may be replaced with other appropriate signs such as the SHOULDER WORK sign. The SHOULDER WORK sign may be used for work adjacent to the shoulder.
- The ROAD WORK AHEAD sign may be omitted where the work space is behind a barrier, more than 24 inches behind the curb, or 15 feet or more from the edge of any roadway.
- For short-term, short duration or mobile operation, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
- Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

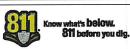
Standard:

Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.





PEARCE ENGINEER NIKHIL KUMAR
CONTACT NUMBER 805.635.1635



811 DESIGN TICKET: 250832649, 250832681

> JURISDICTION: BALDWIN COUNTY

STATE: ALABAMA

EXCHANGE: ELBERTA

REVISIONS/APPROVALS

DATE DESCRIPTION INITIAL

GIGAPOWER _

PROJECT ADDRESS: 29620 JOSEPHINE DR, ELBERTA, AL 36530, USA

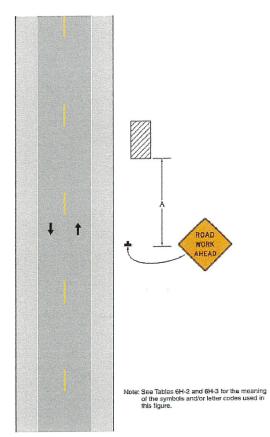
| PROJECT NUMBER | R: WY3_ROLT2_1014PA |
|----------------|---------------------|
| ENGINEER NAME | |
| CONTACT NUMBE | R |
| TOWNSHIP: | TBS |
| SECTION: | S24 |
| RANGE: | R5E |
| DRAWN DATE: | 3/24/25 |
| SCALE: NTS | PAGE: TCP2 OF: TCP3 |

Sect. 6H.01 . Dece

2009 Edition

Page 635

Figure 6H-1. Work Beyond the Shoulder (TA-1)



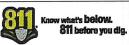
Typical Application 1

Secs. 611.01



PEARCE ENGINEER NIKHIL KUMAR CONTACT NUMBER

805.635.1635



811 DESIGN TICKET: 250832649, 250832681

> JURISDICTION: BALDWIN COUNTY

| STATE: | | ALABAMA | | |
|-----------|-------------|------------|----|--|
| EXCHANGE: | | ELBERTA | | |
| R | EVISIO | NS/APPROVA | LS | |
| DATE I | DESCRIPTION | INITIAL | | |
| | | | | |
| | | | | |

GIGAPOWER

PROJECT ADDRESS: 29620 JOSEPHINE DR, ELBERTA, AL 36530, USA

| PROJECT NUMBER: | | WY3_ROLT2_1014PA | | |
|-----------------|----|------------------|----------|--|
| ENGINEER NAME | | | | |
| CONTACT NUMB | ER | | | |
| TOWNSHIP: | | TBS | | |
| SECTION: | | S24 | | |
| RANGE: | | R5E | | |
| DRAWN DATE: | | 3/24/25 | | |
| SCALE: NTS | PA | GE: TCP3 | OF: TCP3 | |
| | | | | |