

VILLAGE OF WARRENSBURG, ILLINOIS

ORDINANCE NO. 783

**AN ORDINANCE AUTHORIZING AND APPROVING
A RIGHT OF WAY USE AGREEMENT
FOR BROADBAND INTERNET
BY AND BETWEEN THE VILLAGE OF WARRENSBURG
AND SKYBEAM, LLC d/b/a RISE BROADBAND**

**ADOPTED BY
THE BOARD OF TRUSTEES OF
THE VILLAGE OF WARRENSBURG
THIS 21st DAY OF FEBRUARY, 2023**

Published in pamphlet form by authority of
the Board of Trustees of
the Village of Warrensburg, Macon County, Illinois,
this 21st day of February, 2023

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A RIGHT OF WAY USE AGREEMENT FOR BROADBAND INTERNET
BY AND BETWEEN THE VILLAGE OF WARRENSBURG
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WHEREAS, the Village of Warrensburg (the "Village"), has identified that reliable, high speed internet service is a critical component of conducting business in the Village community; and

WHEREAS, the Village recognizes that reliable, high speed internet service is an important aspect to improve the lives of families, businesses, farmers, and other residents of the Village for all components of life from health care to education; and

WHEREAS, increasing the opportunity for reliable, high speed internet service will also help provide community connectivity to serve students, faculty, local governments, and assist in disaster recovery services and data, video and audio communication; and

WHEREAS, Skybeam, LLC d/b/a Rise Broadband ("Rise") has requested access to public rights of way from the Village for the provision of broadband services with the Village and the parties have agreed to establish certain rights and obligations between the parties with respect to Rise's construction, operation and maintenance of a fiber optic network within the Village; and

WHEREAS, to facilitate the provision by Rise of the broadband services, the Village and Rise have agreed that Rise shall have access to public ways as defined in a written agreement; and

WHEREAS, the Village and Rise desire to enter into this agreement to provide for such rights and obligations, all upon the terms and conditions as more specifically set forth in said agreement.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE PRESIDENT AND THE TRUSTEES OF THE VILLAGE OF WARRENSBURG, ILLINOIS:

Section 1:

THAT the attached Right of Way Use Agreement for Broadband Internet By and Between the Village of Warrensburg and Skybeam, LLC d/b/a Rise Broadband be and is hereby approved.

Section 2:

THAT the President of the Board of Trustees, or his designee, is authorized and approved to sign the Agreement.

Section 3:

THAT the Village Administrative Clerk of the Village of Warrensburg shall certify to the adoption of this Ordinance and shall cause it to be published in pamphlet form and this Ordinance shall be in full force and effect on February 21, 2023, after such publication, in the manner, form, and time as provided by the laws of the State of Illinois.

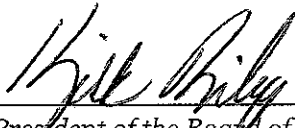
TRUSTEES:

Douglas Fisher	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>	Abstain - <u> </u>
Shaquill Freeman	Aye - <u> </u>	Nay - <u> </u>	Absent - <u>X</u>	Abstain - <u> </u>
Leland Hackl	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>	Abstain - <u> </u>
Kerry Hood	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>	Abstain - <u> </u>
Brian Netherton	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>	Abstain - <u> </u>
John Oakley	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>	Abstain - <u> </u>
Kirk Riley	Aye - <u> </u>	Nay - <u> </u>	Absent - <u> </u>	Abstain - <u> </u>

PRESENTED, PASSED and APPROVED this 21st day of February, 2023

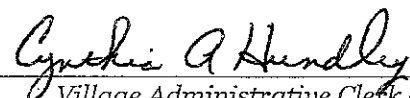
RECORDED THIS 21st day of February, 2023

Approved:



 President of the Board of Trustees of the
 Village of Warrensburg, Illinois

ATTEST:



 Village Administrative Clerk of the
 Village of Warrensburg, Illinois

**RIGHT OF WAY USE AGREEMENT
FOR BROADBAND INTERNET
BY AND BETWEEN
THE
VILLAGE OF WARRENSBURG
AND
SKYBEAM, LLC
dba RISE BROADBAND**

This Right of Way Use Agreement (hereinafter, the “Agreement”) is made between the Village of Warrensburg, an Illinois municipal corporation (including the lawful successor, transferee, designee, or assignee thereof, hereinafter, the “Village”), and Skybeam, LLC, a Colorado limited liability company, dba Rise Broadband (including its operational affiliates, hereinafter, “Grantee”), effective as of the date last signed below (the “Effective Date”). Village and Grantee are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the Grantee has requested access to public rights of way from the Village for the provision of broadband services within the Village and the Parties have agreed to establish certain rights and obligations between the Parties with respect to Grantee’s construction, operation and maintenance of a fiber optic network within the City; and

WHEREAS, to facilitate the provision by Grantee of the broadband services, the Parties have agreed the Grantee shall have access to public ways as defined below; and

WHEREAS, the Parties desire to enter into this Agreement to provide for such rights and obligations, all upon the terms and conditions as are more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

SECTION 1: Definition of Terms.

For purposes of this Agreement and except as defined elsewhere in this Agreement, all capitalized terms, phrases, words, and abbreviations used herein shall have the meanings as are ascribed to them in this Section 1.

“Access Area” means the legal boundaries of the Village.

“BIAS” means broadband internet access service, which is a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the service.

“FCC” means the Federal Communications Commission of the United States of America.

“Fiber Optic Network” means Grantee’s facilities and equipment that comprise the network, consisting of a set of signal generation, reception and control equipment and fiber routes that are collectively designed to provide BIAS to multiple Subscribers within the Access Area, but such term does not include (i) a facility that serves Subscribers without using any Public Ways, (ii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, as amended, except that such a facility shall be considered a Fiber Optic Network to the extent such facility is also used in the transmission of BIAS directly to Subscribers; or (iii) any facilities of any electric utility used solely for operating its electric utility systems.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Public Way” shall mean the surface of, and the space above and below, any public street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Access Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village along such surface or space.

“Subscriber” means a Person who lawfully receives with the Grantee’s express permission, and pays Grantee for, the provision of BIAS over the Fiber Optic Network.

SECTION 2: Grant of Authority.

2.1. Grant. The Village hereby authorizes the Grantee to construct and operate a Fiber Optic Network in the Public Ways within the Access Area and, for that purpose, to erect, install, construct, micro-trench, repair, replace, reconstruct, maintain, or retain in any Public Way such wires, lines, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to, or useful in the operation of, the Fiber Optic Network, and to provide BIAS over the Fiber Optic Network.

2.2. Term and Renewal. The initial term of this Agreement shall be for a period of ten (10) years from the Effective Date, unless earlier terminated in accordance with the terms herein and/or applicable law (the “Initial Term”). This Agreement shall automatically renew for up to four (4) additional five (5) year periods thereafter (each, a “Renewal Term”), unless Grantee notifies the Village of its intent not to renew at least one hundred and twenty (120) days prior to the end of the Initial Term or the then current Renewal Term.

2.3. Fees. Grantee shall not be required to pay any additional fees to the Village under this Agreement, including any site specific permits for the installation of facilities that shall be used for the Sale of Telecommunications at Retail, as defined under the Telecommunications Municipal Infrastructure Maintenance Fee Act (“TIMFA”) (35 ILCS 635/10), so long as (i) Grantee maintains its status as a Telecommunications Retailer under TIMFA and (ii) timely pays

the taxes imposed by the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5) to the State of Illinois. In the event Grantee installs facilities that shall not provide “Telecommunications” as defined under the TIMFA, Grantee shall so inform the Village and be subject to the City’s permit and license fees for such installation.

2.4. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power. City’s obligations to police the use of the Public Way shall be limited solely to those areas located within the territorial limits of the City.

2.5. Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Village to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (iii) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity. In the event an application for similar access is filed with the Village proposing to serve the Access Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application or similar request.

2.7. Parking. Notwithstanding anything to the contrary herein, and provided that appropriate vehicle safety markings have been deployed, Grantee’s vehicles shall be exempt from parking restrictions of the Village while used in the course of installation, repair, and maintenance work on the Fiber Optic Network and/or in connection with its provision of BIAS to Subscribers.

SECTION 3: Construction and Maintenance of the Fiber Optic Network.

3.1. Public Way Regulation. Except as may be otherwise provided in this Agreement, Grantee shall comply with all provisions generally applicable to all occupants of the Public Way.

3.2. Aerial and Underground Construction. At the time of Fiber Optic Network construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Access Area are underground, the Grantee shall place its Fiber Optic Networks’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s fiber and other equipment without technical degradation of the Fiber Optic Network’s signal quality. In any region(s) of the Access Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Notwithstanding the foregoing, Grantee shall consult and cooperate in good faith with the Village about whether to locate newly deployed transmission or distribution facilities underground prior to their deployment.

3.3. Relocation. Grantee acknowledges that the Village may require, from time to time, that Grantee's facilities placed in the Public Way pursuant to this Agreement be relocated if deemed reasonably necessary for the public health, safety and welfare by the City, in its sole discretion, for any public projects or improvement. Grantee shall participate, and shall be provided an opportunity to, participate in the planning for relocation of its facilities, if any, and shall be reimbursed its relocation costs from public or private funds allocated for such relocation to the same extent as such funds are made available to other users of the Public Way, if any. Upon receipt of notification by Village to Grantee that the facilities will need to be relocated, the Parties will, within thirty (30) days, mutually agree upon the length of time it will take for Grantee to accommodate such request, and upon and in accordance with the terms of such agreement, Grantee shall proceed with such relocation. Village agrees that it shall use reasonable efforts to assist Grantee with any relocation required under this Section 3.3.

3.4. Non-Interference. The Village shall not physically interfere with or cause harmful interference to the Fiber Optics Network installed by Grantee pursuant to this Agreement. The Parties shall coordinate with each other on any maintenance of the Public Way and the Fiber Optic Network so as not to obstruct or impede each other's performance of such maintenance. Grantee shall provide the Village with a telephone number that the Village can contact to request Grantee's coordination pursuant to this Section.

3.5. Cessation of Service. Should Grantee, or its assigns, cease operations in the Village, Grantee will within twelve (12) months remove any facilities or equipment that Grantee placed above ground within the Village boundaries.

SECTION 4: Service Obligations.

4.1. Technical Standards. The Grantee shall comply with all applicable industry technical standards mutually agreed by the Parties from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the City.

4.2. Annexations and New/Planned Developments. In cases of annexation to the Access Area, the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Fiber Optic Network is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Agreement.

4.3. Subscriber Service Obligations. The Village and Grantee acknowledge that Section 8.1(a) of the FCC's rules, 47 C.F.R. § 8.1(a), requires BIAS providers to publicly disclose accurate information to their Subscribers regarding the providers' network management practices, performance characteristics, and commercial terms of its BIAS. Grantee shall comply

with this disclosure obligation and all other consumer disclosure and information protection requirements under applicable law.

SECTION 5: Proprietary Information.

5.1. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Fiber Optic Network design, Subscriber lists, marketing plans, financial information, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection, but not copying or removal. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Assignment of Agreement or Transfer of Control of Grantee.

6.1. The Grantee may not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. If Village should fail to reply to Grantee’s notice of assignment and request for consent within thirty (30) days, City’s consent shall be deemed granted. No consent shall be required for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Agreement in order to secure indebtedness, (2) a transfer to an affiliate of Grantee that controls Grantee, is directly or indirectly owned or controlled by Grantee, or is commonly controlled with Grantee, or (3) a transfer of control to any person or entity which acquires, directly or indirectly, substantially all of the assets of, or a controlling ownership interest in, Grantee as a going concern.

SECTION 7: Insurance, Indemnity, and Limitation of Liability.

7.1. Insurance. Throughout the term of this Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and, at their request, provide the Village with a certificate(s) of insurance demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be (1) in the minimum amounts of no less than two million dollars (\$2,000,000.00) each occurrence and five million dollars (\$5,000,000.00) in the aggregate for bodily injury or death; and (2) in the minimum amount of no less than two million dollars (\$2,000,000.00) each occurrence and in the aggregate for property damage. Grantee shall provide the Village with at least thirty (30) days’ prior written

notice of any cancellation of such policy or policies. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Village from any workers compensation claims to which the Grantee may become subject during the term of this Agreement.

7.2. Indemnification. Except as otherwise set forth in Section 7.2.1 below, the Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, operating or maintaining its Fiber Optic Network within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events, which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the City. The indemnification provided for herein shall survive the expiration or earlier termination of this Agreement for a period of two (2) years.

7.2.1 The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2 Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

7.3. Limitation of Liability. In connection with the subject matter of this Agreement, neither Party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the Party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. This limitation shall survive the expiration or earlier termination of this Agreement.

SECTION 8: Breach of Agreement; Default.

8.1. Notice of Violation or Default. Upon a failure by Grantee to comply with any material term of this Agreement, the Village shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default and demand that Grantee promptly remedy or cure such default.

8.2. Right to Cure; Termination. If such default is not cured within sixty (60) days after the receipt of such notice (or, if such default cannot be cured within such sixty (60) day

period, if the Grantee does not commence and diligently continue actions to cure such default), the Village shall be entitled, without prejudice to any of its other rights conferred on it by this Agreement, in addition to any other remedies available to it by law or in equity, to terminate this Agreement by giving written notice to take effect within thirty (30) days after such notice unless Grantee shall cure such default within said thirty (30) days.

8.3. Specific Performance. Nothing in this Agreement shall preclude the Parties from seeking immediate equitable and/or injunctive relief from a court of proper jurisdiction with regard to any breach of this Agreement, including, but not limited to, specific performance, a temporary restraining order, or an injunction related to the purposes of this Agreement.

SECTION 9: Miscellaneous Provisions.

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Fiber Optic Network, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's fiber or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. Notice. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such Party, addressed as follows:

To the City:

Village of Warrensburg:

Mayor Kirk Riley – ph. 217-454-9001

Email to: warrensburgmayor@gmail.com

ATTN: Village Administrator

With copy to:

To the Grantee:

Rise Broadband

61 Inverness Drive East, Suite 250
Englewood, CO 80112
ATTN: Legal Dept.

With copies to:

Rise Broadband via email:
legal@risebroadband.com

and

Rowland & Moore LLP
1603 Orrington Ave
Suite 600
Evanston, IL 60201
ATTN: Tom Rowland
E-mail: Tom@telecomreg.com

9.3. Entire Agreement. This Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.3 and 2.4 of this Agreement, all ordinances or parts of ordinances related to the provision of BIAS that are in conflict with or otherwise impose obligations different from the provisions of this Agreement are superseded by this Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either Party may notify the other in writing that the Agreement has been materially altered by the change and of the election to begin negotiations to amend the Agreement in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the Parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5. Governing Law. This Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Venue. Except as to any matter within the jurisdiction of the Federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Whiteside County, Illinois. Any matter brought pursuant to the jurisdiction of the Federal court shall be brought in the United States District Court of the Northern District of Illinois – Western Division.

9.7. Modification. Except as otherwise specifically provided herein, no provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

9.8. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

9.9. No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under State or Federal law unless such waiver is expressly stated herein. No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later. No waiver of any single breach or default shall be deemed a waiver of any other breach or default occurring before or after that waiver.

9.10. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Agreement in the name of the Grantee.

9.12. Counterparts. This Agreement may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission (or other form of electronic communication, such as .pdf) of a counterpart hereto shall constitute an original hereof.

(signatures of the Parties to appear on the following page)

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the Effective Date.

VILLAGE OF WARRENSBURG,
an Illinois municipal corporation

Skybeam LLC, a Colorado
limited liability company,
dba Rise Broadband

By Kirk Riley _____
Mayor

By _____
Name _____
Its _____

ATTEST:

Village Clerk

STATE OF ILLINOIS)
) ss
COUNTY OF MACON)

CERTIFICATE

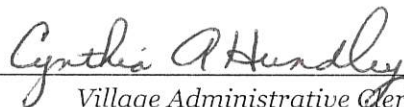
AN ORDINANCE AUTHORIZING AND APPROVING A RIGHT OF WAY USE
AGREEMENT FOR BROADBAND INTERNET BY AND BETWEEN
THE VILLAGE OF WARRENSBURG AND SKYBEAM, LLC d/b/a RISE BROADBAND

I, CYNTHIA A. HUNDLEY, certify that I am the duly appointed Village Administrative Clerk of the Village of Warrensburg, Macon County, Illinois.

I further certify that on the 21st day of February, 2023, the President and Board of Trustees of the Village of Warrensburg passed and approved Ordinance No. 783, entitled "An Ordinance Approving A Right of Way Use Agreement for Broadband Internet By and Between The Village of Warrensburg and Skybeam, LLC d/b/a Rise Broadband.

The pamphlet form of Ordinance No. 783, including Ordinance and cover sheet thereof was prepared, a copy of such Ordinance was posted in the Warrensburg Village Hall, the Barclay Public Library, and Warrensburg Post Office, commencing February 22, 2023, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Administrative Clerk.

DATED at Warrensburg, Illinois this 22nd day of February, 2023.



*Village Administrative Clerk of the
Village of Warrensburg, Illinois*