

RESOLUTION NO. 5001

A RESOLUTION TO AUTHORIZE A COMMUNICATIONS FACILITIES FRANCHISE AGREEMENT WITH MOBILITIE, LLC, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City of Kewanee has the right and power to regulate and permit the installation, attachment, operation and maintenance of communications facilities in the Public Right-of-Way within the City limits; and,

WHEREAS, Mobilitie, LLC has requested pursuant to applicable federal and state law and regulations that the City of Kewanee enter into a fifteen-year, non-exclusive, franchise agreement for a Communications Facilities in Kewanee; and,

WHEREAS, The City Council finds it to be in the best interest of the citizens to enter into the proposed franchise agreement to help provide the services, facilities, and equipment necessary to meet the future communications related needs for the community.


NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KEWANEE IN COUNCIL ASSEMBLED AS FOLLOWS:

- Section 1** The text of the preamble to this resolution is hereby made part thereof.
- Section 2** The City Manager is hereby authorized to execute all necessary documents to put into effect the Communications Facilities franchise agreement with Mobilitie, LLC as contained in Attachment A hereto.
- Section 3** This resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

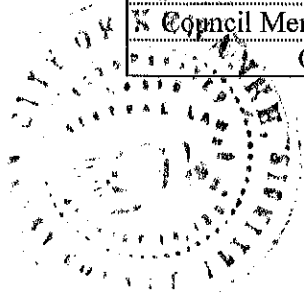
Adopted by the Council of the City of Kewanee, Illinois this 26th day of September, 2016.

ATTEST:


Melinda K. Edwards, City Clerk


Steve Looney, Mayor

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney	X			
Council Member Andrew Koehler	X			
Council Member Deann Schweitzer	X			
Council Member Kellie Wallace-McKenna	X			
Council Member Mike Yaklich	X			



AUTHORIZATION FOR MOBILITIE, LLC, TO OPERATE AND MAINTAIN COMMUNICATIONS FACILITIES IN THE CITY OF KEWANEE, ILLINOIS

The City of Kewanee, Illinois ("Grantor"), having approved this agreement ("Authorization") on the 30th day of September, 2016 ("Effective Date"), this Authorization is made by and between Grantor, a body corporate and politic, and Mobilitie, LLC, a Nevada limited liability company ("Grantee").

RECITALS

WHEREAS, the Grantor has the right and power to regulate and permit the installation, attachment, operation, and maintenance of communications facilities in the Public Right-of-Way within Grantor's territorial boundaries; and

WHEREAS, Grantee wishes to construct, install, operate, and maintain communications facilities within the Public Right-of-Way.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this agreement is entered into by and between the parties subject to the following terms and conditions:

SECTION 1. DEFINITIONS

For the purpose of this Authorization, the following terms, phrases, words and their derivations shall have the meaning given herein. Words not defined shall be given their meaning according to common usage within the communications industry. Words not defined that have no meaning within the communications industry shall be given their common and ordinary meaning:

- 1.1 "City" shall mean the area within the City limits of the City of Kewanee, County of Henry, in the State of Illinois, including areas annexed during the term of this Authorization.
- 1.2 "FCC" shall mean the Federal Communications Commission.
- 1.3 "Grantee" shall mean Mobilitie, LLC, and its successors, transferees or assignees.
- 1.4 "Grantor" shall mean the City of Kewanee.
- 1.5 "Municipal Equipment" means all facilities and equipment owned by Grantor used to assist in the provision of the Grantor's communications or public safety services.
- 1.6 "Owner" shall mean a person with a legal or equitable interest in ownership of real property.
- 1.7 "Person" shall mean any corporation, partnership, proprietorship, individual or organization, governmental organization, or any natural person.

- 1.8 “Public Property” shall mean any real property owned by Grantor other than a Public Right-of-Way.
- 1.9 “Public Right-of-Way” shall mean the surface, air space above the surface, and the area below any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, parkway, drive, bridge, tunnel, park, parkway, waterway, easement or right-of-way now or hereafter held by Grantor, or dedicated for use by the Grantor, use by the general public, or use compatible with the Service or operations of the Network Equipment, as defined below in Section 1.11.
- 1.10 “Resident” shall mean a natural person who lives within the City.
- 1.11 “Service” means any Communications Service, as defined below in Section 1.12 that is offered to any Person in conjunction with, or distributed over, Network Equipment as provided hereunder.
- 1.12 “Network Equipment” shall mean all facilities and equipment used by Grantee to provide Service, including but not limited to antennas, cables, fiber, repeaters, microwaves, radios, wires, lines, waveguides, poles, towers, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, or other associated conductors, converters, equipment or facilities, and related hardware, installed by Grantee at a particular location to be used for its distribution and provision of Communications Services and other lawful services within the City.
- 1.13 “Communications Service” shall mean the transmission, between or among points specified by the user, of information of the user’s choosing.

SECTION 2. GRANT OF AUTHORITY

- 2.1 Grantee Facilities. The Grantor hereby authorizes and permits Grantee to, from time to time during the term of this Authorization, erect, install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain Network Equipment in, on, over, under, upon, across and along the Public Rights-of-Way in the City.
- 2.2 Grantor Facilities. The Grantor hereby authorizes and permits Grantee to, from time to time during the term of this Authorization, install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain its Network Equipment in or on utility poles, conduit, street light poles, and other structures owned or controlled by the Grantor (“Grantor Facilities”) for the purposes of supporting the Network Equipment. In addition, Grantee shall have the right to draw electricity for the operation of the Network Equipment from the power source associated with each such attachment to Grantor Facilities, subject to the same usage charges that Grantor charges members of the public for such power usage, if any.
- 2.3 Third Party Facilities. The Grantor hereby authorizes and permits Grantee to, from time to time during the term of this Authorization, enter upon the Public Rights-of-Way and to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach,

reinstall, reconstruct and retain its Network Equipment in or on poles, conduit, and other structures owned by public utility companies or other entities located within the Public Rights-of-Way as may be permitted by the owning entity. All poles and conduit installed within the City shall be made available for attachment or use by Grantee, at just and reasonable rates that are applied to public utilities under the formula presently established in 47 U.S.C. § 224.

- 2.4 Municipal Equipment. During the term of this Authorization, and upon Grantee's prior written approval which shall be provided or refused in Grantee's sole and absolute discretion, Grantee will provide Grantor access to and a non-exclusive license to use and occupy poles installed and owned by Grantee in the Public Rights-of-Way in the City in order to install, construct, operate, maintain, repair, locate, move, remove, replace, reattach, reinstall, reconstruct and retain Municipal Equipment. All of Grantor's Municipal Equipment on Grantee's poles shall be dedicated to governmental use and shall not be used for any other use unless otherwise agreed to by the parties.
- 2.5 Authorization Term. The initial term of this Authorization shall commence when adopted as of the Effective Date, and shall expire fifteen (15) years from said date, unless renewed as herein provided.
- 2.6 Conditions of Authorization. The rights afforded to Grantee and Grantor under this Section 2 are granted subject to the conditions herein provided.

SECTION 3. CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 Applications.

- A. For installing Network Equipment on Grantor Facilities, the proposed location(s) of the Network Equipment on Grantor Facilities shall be disclosed in writing to the Grantor by Grantee at least fifteen (15) days prior to Grantee physically entering the Public Rights-of-Way for purposes of installing or constructing such Network Equipment on Grantor Facilities. The written disclosure must include drawings and diagrams depicting the location(s) and manner of installation. The Grantor may refuse to allow attachment of Network Equipment to Grantor Facilities only where there is insufficient capacity, or for reasons related to safety, reliability, or generally applicable engineering standards. In no event shall the Grantor be obligated to replace any Grantor Facilities to accommodate the Network Equipment. Grantee must replace, at its sole cost and expense, any replacement pole owned by the Grantor that is needed to accommodate Network Equipment.
- B. For all other installations of Network Equipment, Grantee shall obtain all generally applicable, ministerial permits that are required of all occupants of the Public Rights-of-Way. The Grantor may impose on such permits only those conditions that are necessary to protect structures in the Public Right-of-Way, to ensure the proper restoration of the Public Right-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and

vehicular traffic, and otherwise to protect the safety of the public's utilization of the Public Right-of-Way. The Grantor shall cooperate and use its best efforts in granting any permits or approvals required. Grantee shall not be required to obtain any permit or other authorization other than the authorizations and permissions granted under this Authorization and any additional generally applicable permit requirements identified in this Authorization, and in no event shall Grantor treat Grantee's permit applications in a more burdensome manner than Grantor treats Public Right-of-Way access permits of all other public utilities and Telecommunications Services providers.

- C. For installing Municipal Equipment on poles installed and owned by Grantee in the Public Rights-of-Way in the City, the proposed location(s) of Grantor's Municipal Equipment on Grantee's poles shall be disclosed in writing to Grantee by Grantor at least thirty (30) days prior to the proposed installation date. The written disclosure must include drawings and diagrams depicting the location(s) and manner of installation of such Municipal Equipment and a load bearing survey to confirm such poles can carry the load of the Grantor's proposed Municipal Equipment. Grantee may refuse, in its sole and absolute discretion, to allow Grantor's Municipal Equipment to be installed on Grantee's poles where there is insufficient capacity, where such installation will interfere with Grantee's Network Equipment and/or Communications Service or Grantee's use of the poles, where such installation will result in any additional or increased costs on the part of Grantee, or for reasons related to safety, reliability, or generally applicable engineering standards.

- 3.2 Compliance with Law. The construction, operation, maintenance, and removal of the Network Equipment and Municipal Equipment shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970, as amended, the National Electrical Safety Code, the National Electric Code and other applicable federal, state and local laws and regulations.
- 3.3 FAA. Any Network Equipment or Municipal Equipment antennas and their supporting structures shall comply with applicable rules and regulations of the Federal Aviation Administration.
- 3.4 NESC. Grantee may cut or trim trees and vegetation interfering with National Electrical Safety Code and other clearance requirements.
- 3.5 Duty to Repair. Any Public Right-of-Way, public property or private property that is disturbed or damaged during, or as a result of, the construction, reconstruction, repair, replacement, relocation, operation or maintenance of the Network Equipment shall be promptly repaired by the Grantee, at its sole expense. Any of Grantee's Network Equipment that is disturbed or damaged during, or as a result of, the construction, reconstruction, repair, replacement, relocation, operation or maintenance of the Municipal Equipment shall be promptly repaired by the Grantor, at its sole expense.

SECTION 4. INDEMNITY AND INSURANCE

4.1 Indemnity.

- A. Scope of Indemnity. To the extent permitted by law, and except for matters arising out of the Grantor's negligence, or the negligence of Grantor's agents and employees, Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Grantor, its officers, boards, commissions, agents and employees, against any and all claims, causes of action, proceedings, and judgments for damages or equitable relief caused by the construction, repair, maintenance, or operation of the Network Equipment.
- B. Duty to Give Notice and Tender Defense. The Grantor must give the Grantee timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding in connection with the Network Equipment. In the event such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully therein.

4.2 No Liability for Municipal Equipment. Neither Grantee nor any of its agents or employees shall be liable for any damage to property, personal or bodily injury, or death caused by the construction, repair, maintenance, or operation of the Municipal Equipment or by the acts or omissions of Grantor or any officer, board, commission, agent or employee of Grantor in connection with the construction, repair, maintenance, or operation of the Municipal Equipment.

4.3 Insurance.

- A. The Grantee shall maintain throughout the duration of the term of this Authorization, Commercial General Liability insurance and Commercial Automobile Liability insurance covering the Grantee against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of the Network Equipment, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability.
- B. The Grantee shall maintain throughout the duration of the term of this Authorization statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the Grantor with a certificate showing proof of such coverage.
- C. All policies shall name the Grantor, its officers, agents and employees, whether elected or appointed, as additional insureds.

- D. Grantee shall provide thirty (30) days' advance notice to the Grantor in the event of cancellation of any coverage.
- E. Evidence of all insurance required hereunder shall be furnished upon request to Grantor.

SECTION 5. REMEDIES

- 5.1 Notice of Violation. Grantor shall provide Grantee with a detailed written notice of any Authorization violation upon which it proposes to take action, and a ninety (90) day period within which Grantee may: (1) demonstrate that a violation does not exist or cure an alleged violation, (2) cure the violation, or (3) if the nature of the violation prevents correction of the violation within ninety (90) days, initiate a reasonable plan of action to correct such violation (including a projected date by which it will be completed) and notify the Grantor of such plan of action.
- 5.2 Default. If Grantee fails to disprove or correct the violation within ninety (90) days or, in the case of a violation which cannot be corrected in ninety (90) days and Grantee has failed to initiate a reasonable plan of corrective action and to correct the violation within the specified time frame, then Grantor may declare the Grantee in default, which declaration must be in writing. In the event that the Grantor declares Grantee in default, the Grantor shall have the right to institute legal proceedings to collect damages from the date of declaration of default, or to exercise any other rights and remedies afforded to the Grantor in law or equity, provided, however, that the Grantor may institute revocation proceedings against Grantee only after declaration of default, pursuant to Section 5.6 and only on the grounds set forth therein.
- 5.3 Hearing Available to Grantee. Within fifteen (15) days after receipt of a written declaration of default from the Grantor, Grantee may request, in writing, a hearing before the Grantor or its agent, in a full public proceeding affording due process. Such hearing shall be held within thirty (30) days of the receipt of the request therefor and a decision rendered within ten (10) days after the conclusion of the hearing. Any decision shall be in writing and shall be based upon written findings of fact.
- 5.4 Appeal of Default. Grantee may appeal a declaration of default to arbitration.
- 5.5 Procedures Applicable to Arbitration. Any arbitration held pursuant to this Authorization shall be conducted as follows under the rules of the American Arbitration Association or other rules upon the mutual agreement of the parties:
 - A. Grantor and Grantee (or such substitute party to the arbitration) each shall, within fifteen (15) days of the decision to proceed to arbitration, appoint one (1) arbitrator experienced in the communications business, which arbitrators shall mutually select a third arbitrator of similar qualifications.
 - B. Within thirty (30) days after appointment of all arbitrators and upon fifteen (15) days written notice to the parties to the arbitration, the arbitrators shall commence a hearing on the dispute.

- C. The hearing shall be recorded and may be transcribed at the request of either Grantor or Grantee.
- D. At the close of the hearings and within thirty (30) days, the arbitrators shall prepare written findings and serve such decision upon Grantor and Grantee.
- E. The decision of a majority of the arbitrators shall be binding upon the parties to the arbitration.
- F. Either party may seek judicial relief to the arbitrators' decision under the following circumstances:
 - (1) Either party fails to select an arbitrator;
 - (2) The arbitrators fail to select a third arbitrator;
 - (3) One (1) or more arbitrator is unqualified;
 - (4) Designated time limits have been exceeded;
 - (5) The arbitrators have not proceeded expeditiously; or
 - (6) Based upon the record, the arbitrators' decision is arbitrary, capricious, unsupported by substantial evidence, an abuse of discretion, or based upon a mistake of law.
- G. All costs of arbitration shall be borne equally by the parties to the arbitration unless otherwise ordered by the arbitrators.

5.6 Revocation. The Grantor may revoke the Authorization only after declaration of default and only for defaults by Grantee arising from the following circumstances:

- A. Material misrepresentation by Grantee to Grantor in information required to be provided under the Authorization.
- B. Grantee willfully or persistently violates any material orders or rulings of any regulatory body having jurisdiction over the Authorization.
- C. Grantee willfully fails to acquire the insurance required by the Authorization.

5.7 Procedures Governing Revocation.

- A. Grantor shall give written notice to the Grantee of its intent to revoke the Authorization and the grounds therefor pursuant to Section 5.6 above. Grantee shall have ninety (90) days from such notice to object, in writing, and to state its reasons for such objection. In the event the Grantor has not received a response that is reasonably satisfactory, it may then proceed to place its request for termination of the Authorization at a Council meeting. Grantor shall cause to be served upon the Grantee, at least ten (10) days prior to the time and place of such

meeting, a written notice of this intent to request such termination, and the time and place of the meeting. Notice shall be published by the Grantor at least once, no later than ten (10) days prior to such a meeting, in a newspaper of general circulation within the City.

- B. In addition to the Grantee's right to appeal any declaration of default to arbitration proceedings under Section 5.4, if the Grantor orders the termination of this Authorization, the Grantee shall have the right to appeal the determination of the Grantor within thirty (30) days to any agency or court of competent jurisdiction for de novo review. The Grantor's determination to terminate this Authorization shall not be effective pending final resolution of all appeals under this Section.
- C. The governing body of the City may, at its sole discretion, take any other lawful action which it deems appropriate to enforce the Grantor's rights under the Authorization in lieu of revocation of the Authorization.

5.8 Unauthorized Operations. No person shall establish, operate or carry on the business of distributing to any persons in the City any signals by means of Network Equipment unless an Authorization therefor has first been obtained, and unless such Authorization is in full force and effect.

SECTION 6. AMENDMENT AND RENEWAL

6.1 Amendment. Applications to amend this Authorization, to accommodate a significant change in circumstances or to prevent unreasonable hardship to Grantee, may be made by the Grantee to Grantor. Grantor shall review such application within fourteen (14) calendar days, or at the earliest meeting of the governing body of Grantor, and act on a request within thirty (30) days. If Grantee cannot reach agreement with the Grantor on the amendment within such time, it may resort to the procedure of Section 5.5 above for resolution of the dispute.

6.2 Renewal.

- A. Unless earlier terminated by either party pursuant to the provisions of this Authorization, this Authorization shall renew automatically on the same terms and conditions as herein for three (3) successive terms of five (5) years each, for a total of up to fifteen (15) years beyond the initial term of this Authorization, if the Grantee has substantially complied with the material terms of the existing Authorization.
- B. As between the Grantor and the Grantee, (i) the Grantee shall at all times retain ownership of the Network Equipment, and upon expiration or non-renewal shall be afforded a reasonable time to remove Network Equipment that is installed on or above the surface of the Public Rights-of-Way, or alternatively, sell the same to a qualified buyer consistent with applicable law and (ii) the Grantor shall at all times retain ownership of the Municipal Equipment and, upon expiration or non-renewal, shall be afforded a reasonable time to remove Municipal Equipment that is installed on Grantee's poles.

SECTION 7. ANNUAL FEES AND OTHER CHARGES

7.1 Annual Fees.

- A. Grantee shall pay to Grantor the following annual fee (the "Annual Fee"): One Thousand Dollars (\$1,000) annually, per new pole installed and owned by Grantee in the Public Rights-of-Way in the City.
- B. On January 1, 2021, the Annual Fee shall automatically increase to One Thousand Five Hundred Dollars (\$1,500) annually, per new pole installed and owned by Grantee in the Public Rights-of-Way in the City.
- C. On January 1, 2026, the Annual Fee shall automatically increase to Two Thousand Dollars (\$2,000) annually, per new pole installed and owned by Grantee in the Public Rights-of-Way in the City.

7.2 Payment Procedures.

- A. Grantee shall pay in advance to Grantor the Annual Fee for the coming year for each new pole installed and owned by Grantee in the Public Rights-of-Way in the City. The Annual Fee for all such poles installed during any given month will commence and be due on the first day of the following month (the "Annual Fee Commencement Date"). Thereafter, on each annual anniversary of Annual Fee Commencement Date, Grantee shall pay Grantor the Annual Fee.
- B. Grantee shall pay Grantor the fees specified in this Section in the form of a money transfer or a check made out to the order of the City of Kewanee and sent to: City of Kewanee, Attn: City Manager, 401 E. Third Street, Kewanee, IL, 61443-2365.
- C. Grantor will promptly complete a standard Internal Revenue Service Form W9 if requested by Grantee.

7.3 Payment Limits. Upon Grantee's removal of any poles installed and owned by Grantee in the Public Rights-of-Way in the City (or, alternatively, sale of the same to a qualified buyer consistent with applicable law), there will be no compensation due, including any applicable Annual Fee, to Grantor by Grantee for that particular location except that Grantor shall not issue any refunds for any amounts already paid by Grantee.

7.4 Municipal Equipment. All construction, reconstruction, repair, replacement, relocation, operation or maintenance obligations with respect to Grantor's Municipal Equipment (including but not limited to fees, costs and expenses incurred for a load bearing survey and electric service for such Municipal Equipment) shall be borne by the Grantor.

SECTION 8. MISCELLANEOUS

- 8.1 Severability. If any law, ordinance, regulation or court decision renders any provision of this Authorization invalid, the remaining provisions of the Authorization shall remain in full force and effect.
- 8.2 Force Majeure. Grantee shall not be deemed in default, non-compliance, or in violation with any provision of this Authorization where performance was hindered or rendered impossible by war or riots, civil disturbances, natural catastrophes or other circumstances beyond the Grantee's control.
- 8.3 Nonexclusive.
- A. This Authorization and the right it grants to use and occupy the Public Rights-of-Way shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other Authorizations to operate Network Equipment within the City; provided, however, that Grantor shall not authorize or permit another Person to construct, operate or maintain Network Equipment, or otherwise to utilize the Public Rights-of-Way for the provision of any Service, on material terms and conditions which are more favorable or less burdensome than those applied to Grantee.
- B. In the event another Person provides Services on terms and conditions that are more favorable or less burdensome than the terms and conditions applicable to Grantee under this Authorization ("Third Party Authorization"), the Grantor shall adjust the terms and conditions in the Third Party Authorization or in this Authorization so that the terms and conditions under which such other Person operates are not more favorable or less burdensome than those that are applicable to Grantee.
- 8.4 No Waiver.
- A. The failure of either party on one or more occasions to exercise a right or to require compliance or performance under this Authorization, or any other applicable law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by such party, unless such right or such compliance or performance has been specifically waived in writing.
- B. Both the Grantor and the Grantee expressly reserve all rights they may have under law to the maximum extent possible; neither the Grantor nor the Grantee shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Authorization.
- 8.5 Attorneys' Fees. Should any dispute arising out of this Authorization lead to arbitration or litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

8.6 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Authorization, such party shall not unreasonably delay, condition, or withhold its approval or consent unless otherwise expressly provided herein.

8.7 Notice. Any and all notices which shall or may be given pursuant to this Authorization must be in writing and delivered by hand or (a) through the United States mail, by registered or certified mail; (b) by prepaid overnight delivery service; or (c) by email transmission, if a hard copy of the same is delivered through the United States Postal Service or by overnight delivery service, to the following addresses:

if to Grantor:

City of Kewanee
Attn: City Manager
401 E. Third Street
Kewanee, IL 61443-2365

if to Grantee:

Mobilitie, LLC
Attn: Legal Department
2220 University Drive
Newport Beach, CA 92660

Each party shall provide timely notice to the other of changes in the address for notification under this provision. Notice shall be deemed effective upon receipt in the case of hand delivery, three (3) days after delivery by the United States Postal Service, or the next business day if delivery is effectuated by email or overnight delivery service.

8.8 Representations and Warranties. Each of the parties to this Authorization represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

8.9 Entire Agreement. This Authorization and all attachments hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Authorization or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

8.10 Laws Governing. This Authorization shall be governed by and construed in accordance with the laws of the State of Illinois, and applicable federal law.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Authorization, the duly authorized representatives of the parties have executed this Authorization as of the dates set forth below.

Grantor: CITY OF KEWANEE

By: Mary Bradley
Name: Gary Bradley
Its: City Manager
Date: 9-30-16

Grantee: MOBILITIE, LLC

By: Chris Grass
Name: CHRIS GRASS
Its: SVP GENERAL COUNSEL
Date: 9/26/16

PASSED AND ADOPTED as of the Effective Date.

ATTEST:

CITY OF KEWANEE

By: Melinda K. Edwards
City Clerk

Name: Melinda K. Edwards