

**PUBLIC RIGHT-OF-WAY USE LICENSE AGREEMENT
BETWEEN THE CITY OF WARRENVILLE AND EZEE FIBER TEXAS, LLC FOR
INSTALLATION OF FIBER-OPTIC COMMUNICATION FACILITIES**

THIS AGREEMENT is entered into on _____, 2025, ("**Effective Date**") by City **OF WARRENVILLE**, an Illinois home rule municipal corporation ("**City**") and Ezee Fiber Texas, LLC, a Delaware Limited Liability Company ("**Licensee**").

RECITALS

WHEREAS, the City owns and maintains the public rights-of-way identified and depicted in **Exhibit A** to this Agreement; and

WHEREAS, the City maintains standards for construction of utility facilities within its public rights-of-way, which are set forth in Title 7, Article 5, titled "Construction of Utility Facilities in the Public Rights-of-Way", of the Warrenville City Code ("**City Code**"), as the same may from time to time be amended ("**PROW Construction Regulations**"); and

WHEREAS, the Licensee has requested that the City enter into this Agreement to memorialize the parties' respective rights and responsibilities with respect to the licensing, construction, installation, operation, maintenance, and replacement of fiber optic telecommunications cables and appurtenant equipment (collectively, the "**Fiber Facilities**") both underground and above ground only on existing utility poles, within portions of the City's public rights-of-way; and

WHEREAS, the Licensee, which has been certified by the Illinois Commerce Commission as a Local Exchange Carrier (LEC), is not delivering, and does not intend to deliver, cable television services, but rather intends to provide fiber optic telecommunications services; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the City is willing to allow the Licensee to construct, install, operate, maintain, and replace its Fiber Facilities within the City's public rights-of-way identified in **Exhibit A** ("**Approved PROW Locations**"); and

WHEREAS, the City has determined that it is useful to the City and its residents to grant a license to the Licensee as provided in this Agreement for the purpose of memorializing the Licensee's rights and obligations with regard to the installation, operation, maintenance, and repair of the Fiber Facilities in the Approved PROW Locations; and

WHEREAS, the Licensee is authorized to enter into and perform and assume all of its obligations under this Agreement;

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth in this Agreement, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The Recitals are incorporated into this Agreement as substantive terms of this Agreement.

SECTION 2. GRANT OF RIGHT-OF-WAY USE LICENSE. For and in consideration of the terms of this Agreement and compliance with all federal, State of Illinois, and City local laws and regulations, including, without limitation, the PROW Construction Regulations, as

well as the Supplemental Requirements for Public Right-of-Way Fiber Installations (“**Supplemental Requirements**”) attached to this Agreement as **Exhibit B**, the City hereby grants to the Licensee a non-exclusive revocable license (“**License**”) to construct, install, operate, maintain, repair, and replace (collectively, “**Installation**”) the Fiber Facilities in the Approved PROW Locations. The License does not convey any right, title, or interest of any kind (including any ownership or leasehold interest) in any City public rights-of-way, but is a license only for the use and occupancy of the Approved PROW Locations for the limited purposes stated in this Agreement. The License does not grant or convey any permission or right in the Licensee to provide telecommunication services of any kind within the City. The Licensee acknowledges the jurisdiction of the City to regulate its public rights-of-way and agrees to comply with the PROW Construction Regulations and the Supplemental Requirements.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access City public rights-of-way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work must comply with the requirements for emergency maintenance in the PROW Construction Regulations and the Supplemental Requirements.

SECTION 3. DESCRIPTION OF FIBER FACILITIES.

A. Facility Specifications. The Fiber Facilities for which the License is granted are composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Fiber Facilities are depicted in **Exhibit C** (“**Facility Specifications**”).

B. Changes to Type or Scope of Facilities. The License is granted only for Fiber Facilities matching the Facility Specifications and the Approved PROW Locations. If the Licensee desires to expand the Fiber Facilities into any additional locations or install Fiber Facilities differing from those depicted in the Facility Specifications, then the Licensee must request, in advance and in writing, the approval of the City for that expansion or alternative or additional equipment. The additions, alterations, or expansions must be documented in an addendum to this License Agreement approved by resolution of the City Council.

SECTION 4. CONSTRUCTION AND MAINTENANCE OF FIBER FACILITIES.

A. Construction Within and Use of Public-Rights-of-Way; Permits.

1. **Construction Within and Use of Public Rights-of-Way.** All construction within the City rights-of-way must comply with the PROW Construction Regulations, the Supplemental Requirements, and other applicable laws, ordinances, and regulations. The Licensee must not interfere with property of City and other authorized users of the Approved PROW Locations or any other public rights-of-way. This Agreement does not authorize the Licensee to use, enter upon, or otherwise encroach on, any privately-owned property except if within a City easement or compatible municipal utility easement identified within the list of Approved PROW Locations.

2. **Permits.** The Licensee must secure all required permits, including City permits, for the Installation of the Fiber Facilities prior to commencing Installation of the Fiber Facilities. The Licensee also must post a Security Fund with the City in the forms and amounts required by the PROW Construction Regulations and the Supplemental Requirements.

3. **Fees.** The Licensee is not required to pay any additional fees to the City under this Agreement, so long as: (a) the Licensee maintains its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (35 ILCS 635/1 *et seq.*), and (b) the Licensee timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 *et seq.*) to the State of Illinois. If at any time the Licensee is no longer a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act or the City no longer imposes a tax pursuant to the Simplified Municipal Telecommunications Tax Act, then the Licensee must pay all applicable and required City fees, taxes, and other compensation required by the City in exchange for the License.

B. Installation and Maintenance of Fiber Facilities.

1. The Licensee must maintain the Fiber Facilities in a good and safe condition at all times and in compliance at all times with applicable federal, State of Illinois, and City regulations, including, without limitation, the PROW Construction Regulations and the Supplemental Requirements.

2. The Parties acknowledge and agree that this License is granted in consideration for the Licensee's promise to provide telecommunications services to those properties adjoining and adjacent to the Approved PROW Locations. The Licensee must complete construction of the Fiber Facilities at the Approved PROW Locations and offer telecommunications service to adjoining properties within eighteen (18) months. Failure to complete installation during this time period is grounds for revocation of the License.

C. Property Restoration and Repairs.

1. **Obligation to Restore and Repair.** Licensee must restore all areas disturbed by the Licensee's Installation of the Fiber Facilities in full compliance with both the PROW Construction Regulations and this Agreement, including the Supplemental Requirements ("**Restoration**").

2. **Failure to Restore and Repair.** If the Licensee fails to perform any required Restoration within the required time period, then the City may undertake the Restoration, at the Licensee's expense, using the City's own forces or third-party forces. The Licensee must reimburse the City for all costs and expenses incurred by the City related to the Restoration, including reasonable administrative costs, within 21 days after receipt of an invoice of those costs and expenses from the City. The invoice must include reasonable detail of the costs and expenses and must include receipts or other documents when available. If the Licensee fails to pay the City within the 21-day period, then the City may issue a notice to the Licensee that the City will (i) reimburse itself from the Security Fund and (ii) terminate this Agreement if payment is not received within 14 days after the date of that notice. If the Licensee fails to pay the City within that 14-day period, then the City may immediately terminate this Agreement.

D. Duty to Provide Information. Within 15 days after receipt of a written request from the City, Licensee must furnish any information requested that is necessary, as determined by the City, for the City's management of the public right-of-way and reasonably related to the subject matter of the Agreement or the Installation of the Fiber Facilities, the License, and any business activities related to the License or business operations of Licensee in the City.

SECTION 5. LIABILITY AND INDEMNITY AND INSURANCE.

A. No Liability for Damage to Fiber Facilities. Unless directly and proximately caused by a willful, intentional, or malicious act of the City, the City will not be liable for, and the Licensee expressly waives all claims it may have against the City for, any and all damage to or loss of the Fiber Facilities. Licensee must contact JULIE and ascertain the presence and location of existing aboveground and underground facilities within the rights-of-way to be occupied by Fiber Facilities as required by Section 7-5-16.E of the PROW Construction Regulations. The City will provide City records to Licensee to assist in the location of City-owned infrastructure within the rights-of-way; provided, however, the City makes no warranty regarding the accuracy of these records and is not responsible for any conflicts or errors that result from Licensee's reliance on the records.

B. Indemnification. To the fullest extent permitted by law, and in addition to any indemnification requirements set forth in the PROW Construction Regulations, the Licensee will hold harmless, indemnify, and defend the City and all of its officials, officers, employees, attorneys and agents (collectively, "***Indemnified Parties***") from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees (collectively "***Claims***" and each a "***Claim***"), to the extent they arise out of, or result from, whether directly or indirectly, any act or omission of the Licensee or any of its affiliates, officials, officers, employees, agents, contractors, or subcontractors the Agreement, Installation of the Fiber Facilities, the Licensee's use of the City's public rights-of-way, or the provision of services over the Fiber Facilities.

C. No Limitation or Subrogation. The indemnification and defense required by this Agreement are not limited by the amount of the insurance available to either party and will not be subject to subrogation. The Licensee, as to its own acts or omissions, will, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the Indemnified Claims.

D. Insurance. The Licensee must comply with, and maintain insurance in accordance with, the insurance requirements contained in the PROW Construction Regulations or the Supplemental Requirements at all times when Installation is taking place and when any part of the Fiber Facilities is located within any City public right-of-way.

E. Security. The Licensee must provide a "Security Fund" in compliance with the PROW Construction Regulations and the Supplemental Requirements.

SECTION 6. TERM; TERMINATION.

A. Term of Agreement. The term of this Agreement is five years, beginning on the effective date ("***Initial Term***"). Following the Initial Term, this Agreement will automatically renew for successive five-year terms provided that the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal ("***Renewal Terms***"), unless either party provides notice to the other party that it does not wish the Agreement to renew at least 90 days before the end of the then-current Initial Term or Renewal Term. In the event this Agreement is not renewed, and upon notice from the City, the Licensee must remove its Fiber Facilities from all City rights-of-way, or those portions designated by the City, and complete the Restoration of all the rights-of-way as required by this Agreement.

B. Termination of Agreement.

1. Automatic Termination. If Licensee has not obtained a permit for the installation of the Fiber Facilities from the City within the timeframe required in the Supplemental Requirements set forth on Exhibit B, this Agreement and the License will automatically terminate and be of no further force and effect.

2. Termination by Licensee. Subject to the conditions stated in this Section 6.B.1, the Licensee may terminate this Agreement at any time and for any reason upon 30 days advance written notice to the City of its intention to terminate; provided, however, that all unfulfilled or unfinished obligations of the Licensee under this Agreement, whether payment obligations, Restoration, or any other obligation, will survive termination, and the Licensee will continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

3. Termination by City. Subject to the conditions stated in this Subsection B, the City may terminate this Agreement for any of the following causes as set forth below:

a) Failure to completely cure one of the following within 30 days after receipt of written notice by the City:

1) A material violation of any term of this Agreement and the Licensee's that identifies the violation.

2) Failure to provide the required traffic control during Installation; and to respond to requests from the City to correct such deficiencies within a reasonable time.

3) Failure to perform any Restoration as required pursuant to Section 4 of this Agreement.

4) Installation of the Fiber Facilities is contrary to the plans and specifications approved by the City or outside the scope of the License approved by this Agreement.

b) Immediately upon the occurrence of any of the following:

1) The material failure of Licensee to comply with all applicable federal, State of Illinois, or local laws, ordinances, rules, and regulations including the PROW Construction Regulations and the Supplemental Requirements.

2) The Licensee makes a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement, that is relied upon for renewal of this Agreement, or in a permit application.

4) The Licensee is adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

5) The Licensee transfers this License without the City approval required under this Agreement.

6) The Licensee ceases its business operations or ceases operation of the Fiber Facilities, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within 30 days after they were ceased.

7) Any portion of the Fiber Facilities presents a direct or imminent threat to the public health, safety, or welfare—whether due to its location, condition, or other circumstance—and the Licensee fails to mitigate that threat promptly.

As part of the termination of this Agreement by the City, the City will direct the Licensee as to what portion of the Fiber Facilities, if any, the Licensee must remove from the City's public rights-of-way. Any portion of the Fiber Facilities designated for removal must be removed by the Licensee at its expense within 90 days after the date of termination, or as otherwise agreed to by the City, and the Licensee must restore all disturbed public rights-of-way to the standards in the ROW Construction Regulations. The Licensee must transfer to the City all rights, title, and interest to all portions of the Fiber Facilities that remain via a bill of sale; provided, however, that even in the absence of a bill of sale, the parties explicitly agree that ownership in any Fiber Facilities abandoned in place after the termination or expiration of this Agreement and any deadline provided to remove them will automatically transfer to the City.

SECTION 7. ENFORCEMENT.

A. Enforcement. The City and the Licensee may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Licensee agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the City or any City elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by one party against the other party, the prevailing party in the judicial proceeding is entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 8. GENERAL PROVISIONS.

A. Transfer or Assignment of Agreement. This Agreement is binding on, and inures to the benefit of the City and the Licensee their successors and assigns. Except as stated in this Section 8, the Licensee has no right or authority to transfer or assign the License, this Agreement, or any interest in any part of the License or this Agreement without the prior, express, written consent of the City, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the Approved ROW Locations and the assignee fully assumes all of the Licensee's obligations under the Agreement. The Licensee may assign this Agreement without consent to an affiliate or to a successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the Approved ROW Locations and the assignee fully assumes all of the Licensee's obligations under the Agreement.

B. Complete Agreement; Amendments. This Agreement represents the entire agreement between the City and the Licensee. This Agreement may be amended only in writing with the signatures of properly authorized representatives.

C. Incorporation of Exhibits. Exhibits A through C are hereby incorporated as substantive provisions of this Agreement.

D. Governing Law; Venue. This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the parties will be in the 18th Judicial Circuit Court in DuPage County, Illinois, or the United States District Court for the Northern District of Illinois.

E. Taxes. Nothing contained in this Agreement will be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee will be responsible for the payment of any taxes assessed relative to its use of the City's public rights-of-way or its operation of the Fiber Facilities.

F. No Waiver. The waiver by a party of a particular breach of this Agreement or the failure of a party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver of any other breach or a bar from enforcing any other term.

G. Conflict. In the event of a conflict between this Agreement, the PROW Construction Regulations, or the Supplemental Requirements the term or provision that is stricter or more protective of the City controls.

H. Notice. A notice under this Agreement must be in writing and will be deemed to be served effectively when deposited in the mail with sufficient first-class postage affixed and addressed to the party at the party's place of business. Notices must be addressed as follows:

If to City: City of Warrenville
 3S258 Manning Avenue
 Warrenville, IL 60555
 Attn: City Administrator
 Email: cwhite@warrenville.il.us

With a copy to: City of Warrenville
 3S346 Mignin Drive
 Warrenville, IL 60555
 Attn: Public Works Director
 Email: pkuchler@warrenville.il.us

If to Licensee: Ezee Fiber Texas, LLC
 5959 Corporate Dr., Ste. 2000
 Houston, Texas 77036
 Attn: Legal
 Email: legal@ezeefiber.com

I. Good Faith Cooperation. The Licensee and the City agree that in the event a decision by a regulatory authority at the federal, state, or local level requires modifications

of this Agreement then the Licensee and the City will negotiate in good faith to modify this Agreement to permit each of them, to the extent practicable, to enjoy the intended benefits of this Agreement. The Licensee and the City otherwise mutually agree to cooperate with each other in good faith to perform their duties and obligations under this Agreement.

J. Force Majeure. The City and the Licensee will not be responsible for any failure to perform or delay in performance due to unforeseen circumstances or due to a cause beyond the party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, or accidents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the City and the Licensee have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

ATTEST:

CITY OF WARRENVILLE

By: _____
City Clerk

By: _____
Mayor

ATTEST:

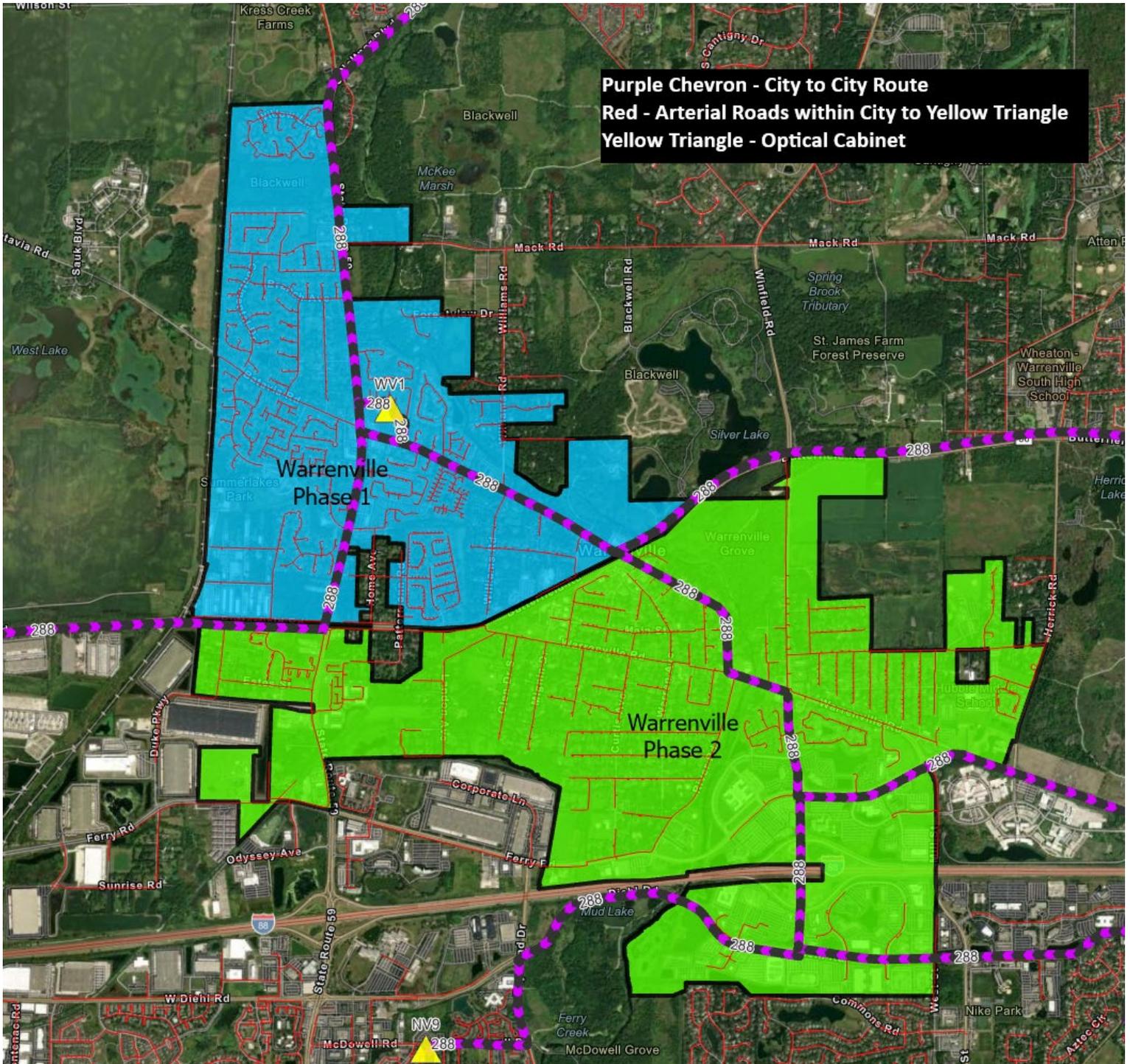
EZEE FIBER TEXAS, LLC D/B/A EZEE FIBER

By: Garr Duncan
Title: SVP, Government Affairs

By: [Signature]
Its: General Counsel

EXHIBIT A

APPROVED PROW LOCATIONS FOR FIBER FACILITIES



Provide a summary of the project phasing plan and anticipated construction schedule that includes the following:

- **A general plan for each phase (the proposed exhibit A has two areas marked Phase 1 and Phase 2) – we are looking for an indication of where work will start, in which direction it will progress, etc.**
 - We will start in Phase One, near the cabinet location, and we'll work our way out from there.
- **A general time frame for how long each phase will take to complete.**
 - Phase One is approximately 320,000 ft and would take around 4-6 months to complete. This accounts for weekends, holidays, and inclement weather.
- **The anticipated start date of the project and the total amount of time you anticipate it will take to complete both phases.**
 - 2-4 weeks after the first permit approval, we would begin work
- **Whether Ezee Fiber anticipates that it will work continuously in the City until the project is complete, or whether there will be periods of time where no work is taking place.**
 - We will work continuously, depending on the weather.
- **How many permits will be applied for and open at once (keeping in mind that a single permit can authorize work that would support between 100-250 service connections).**
 - We will submit as many permits as they will allow, but would like to start four segments at a time, at least, to spread out drills.

The image below shows our phased plan approach. This correlates with the construction boundaries depicted in our KMZ file.

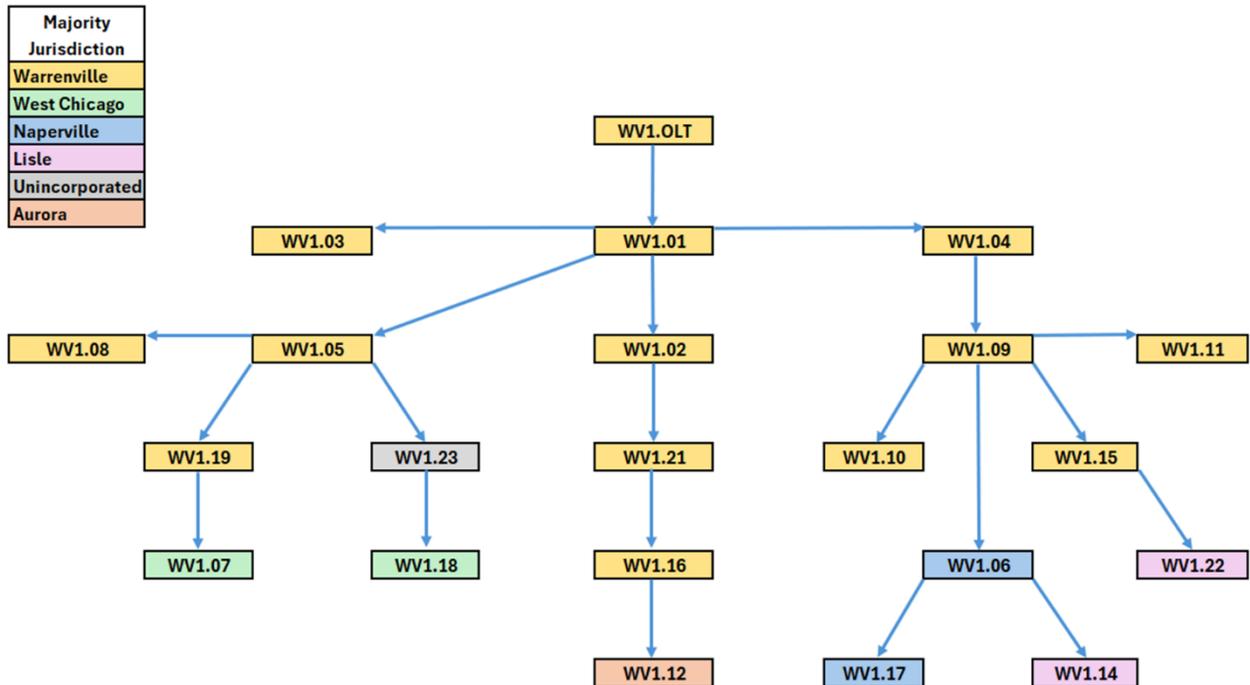


EXHIBIT A

EXHIBIT B

SUPPLEMENTAL REQUIREMENTS **FOR PUBLIC RIGHT-OF-WAY FIBER INSTALLATIONS**

The following requirements are supplemental to, and shall be read in concert with, the requirements of the City's PROW Construction Regulations. In the event of a conflict between the PROW Construction Regulations and these Supplemental Requirements, the requirement that is stricter or more protective of the City governs.

Level of Service for Customers and Public Facilities

- **Municipal Facilities**: Licensee will provide fiber service to municipally-owned facilities free of charge under following conditions:
 - No connection/installation fees may be charged
 - No monthly service fees may be charged
 - No equipment sale/lease fees may be charged
 - No service cancellation fees may be charged
- **District 200 Facilities**: Licensee will install Fiber Facilities so that District 200 facilities located within the City (Hubble Middle School, Bower Elementary School, and Clifford A. Johnson Elementary School) are able to connect to and obtain fiber service. Licensee will consider offering free fiber service to the District 200 Facilities in the same manner in which it provides the service to the Municipal Facilities.
- **Cantera**: Licensee must install Fiber Facilities within Cantera that will enable the residential and commercial properties within Cantera to connect to and obtain fiber service.
- **Customers Service Terms**: Licensee will provide fiber service to customers within municipality under following conditions:
 - No connection/installation fees may be charged
 - No equipment sale/lease fees may be charged
 - Monthly fiber services charges must remain fixed for five years if customer does not elect to change level of service.
 - Most favored nation pricing – Licensee must offer all customers lowest service pricing it offers within the State of Illinois.
 - No service cancellation fees may be charged

Notification; Advertisement Requirements

- **Public Notification**: Licensee must provide notice to property owners and occupants anytime access or utility service to the property will be affected or interrupted and when the Licensee be working in the right-of-way directly adjacent to the property or through an easement on the property. All notices must be printed on the Licensee's letterhead and include the name, address, and telephone number of the Licensee's contact person. The notice must include the date and time work will begin, the anticipated length of the

interruption or closure. Notices must be distributed a minimum of 24 hours before access or other utilities will be affected. If this requirement is not met, work shall not commence. Additional notices may be required when weather or other unforeseen circumstances change the schedule. Use of City Logo; Seal; Name in Licensee Publications: Under no circumstances may the Licensee portray affiliation with the City in its publications or use the City's seal, logo, letter head or any other City-identifying marks in any of its notices, publications, or advertisements without the express, written, prior approval of the City Administrator.

Permit Application Requirements and Time Limits

- Minimum and Maximum Service Connections Per PROW Construction Permit:
 - No PROW construction permit may be issued to Licensee unless the installation covered by the permit will support a minimum of 100 service connections to residences or commercial units.
 - No PROW construction permit may be issued to the Licensee if the installation covered by the permit will support more than 250 service connections residences or commercial unit unless approved in advance by the City's representative. Exceptions will be made for installations that provide connection to multi-family buildings or multi-tenant commercial buildings.
- Deadline to obtain Permit: A permit must be obtained for the Installation of the Fiber Facilities within 90 days after the approval of the Agreement by the City Council.
- Time Limit on Permit Validity: No PROW construction permit will remain open beyond the time limits set forth below:
 - If work has not commenced on the installation, or if work has been commenced but has not been completed, within 180 days after the date of permit issuance, the permit will be cancelled and a new permit application and fee for installation in same location will be required. If work had commenced, all ongoing work will cease, and the City will be authorized to commence site restoration, including reimbursement of its costs from the restoration deposit.
- Municipal Facilities: All PROW construction permit applications must identify all municipally-owned facilities that will be located within construction area and eligible for fiber installation.
- Security Fund: A security fund/restoration deposit in the amount of \$100,000 per permit will be required to be provided to the City as a precondition of the issuance of a PROW construction permit. The security fund may be made in the form of a cash deposit or a letter of credit in a form acceptable to the City. The Security Fund will be returned to the Licensee upon completion of installation, restoration, inspection and approval of the restored PROW and closing out of the permit by the City.
- Reimbursement of Municipal Third-Party Costs: Licensee will reimburse the City for any third-party consultants it requires to inspect permit applications, plans, or work sites for compliance with the ROW Construction Regulations and these supplemental requirements.

Supplemental Construction and Restoration Requirements

- Directional Boring or Jacking Required: All underground installations of Fiber Facilities must be conducted through directional boring or jacking rather than open trench installation.
- Location of Fiber Facilities:
 - All installation of the Fiber Facilities must be made in existing easements on either (i) private property (e.g. in back yards) where easements are available or (ii) within public rights-of-way.
 - When Fiber Facilities are installed on private property within easements, the Licensee must provide documentation evidencing the right to use the easement upon request from the City.
 - Where possible, Fiber Facilities should be installed to run parallel and same general location to other fiber/cable installations to keep “like with like.”
 - Fiber Facilities must be installed on the opposite side of the street as City water main.
 - Where Fiber Facilities are proposed to be installed parallel to City infrastructure, the Fiber Facilities must be installed at least five-foot horizontally from City infrastructure, including but not limited to storm sewer, sanitary sewer, electric conduit / wiring, street light, handhole, inlet, catch basin, manhole, fire hydrant, valve vault or box.
 - When crossing City infrastructure (mains and services), City infrastructure must be crossed perpendicular to the main or service, and the contractor must pothole the main or service crossing to the bottom of the fiber excavation depth before directional drilling.
- Trees:
 - Fiber Facility installation activities must be designed around and to avoid City parkway trees and completed in accordance with the City’s Tree Preservation Ordinance, Title 7, Chapter 7 of the Warrenville City Code. Excavations will not be allowed in the driplines of parkway trees.
 - Licensee must provide or pay for an arborist report regarding impact on trees in PROW that may be affected by construction and perform recommended protection methods for those trees.
- Televising of Impacted Municipal Utilities: Both before and after installation of the Fiber Facilities, the Licensee must televise each sanitary and storm sewer main with a view of the lateral lines. As part of closing out each permit for the Installation, the Licensee must provide the video footage to the City for the City’s review. Licensee must retain and hold the video footage until it has provided a copy of the video footage to the City.
- Conduits. The Licensee must label each conduit it installs, with clear indication of Licensee’s ownership of conduit, per City’s direction.
- Notice to Impacted Property Owners: Licensee will provide written notices, in the form of door hangers or physically posted letters, to notify private property owners of dates and scope of installation activities that will impact their properties. Such notices will provide property owners with email and telephone contact information for both the Licensee’s Representative and the installation contractor.
- Restoration Requirements

- Service connection to individual users must be buried within 7 days.
- Restoration must be completed within five business days after installation of Fiber Facilities on a block (from intersecting/ intercepting street to intersecting/ intercepting street) is completed.

EXHIBIT C

FIBER FACILITY SPECIFICATIONS