

AGREEMENT

This Agreement, entered into this 5~~th~~ day of March, 1984, by and between the Village of Williamsfield, Illinois, hereinafter referred to as "VILLAGE", and Mid Century Telephone Cooperative, an Illinois Not for Profit Corporation, of Canton, Illinois, hereinafter referred to as "MID CENTURY TELEPHONE."

WHEREAS, VILLAGE has adopted an Ordinance, being Ordinance Number 1984-1, empowering VILLAGE to enter into an Agreement with MID CENTURY TELEPHONE granting unto said MID CENTURY TELEPHONE the right, power, permission and privilege to construct, maintain and operate transmission lines and equipment for the transmission of television and other communication signals to the residents of VILLAGE and the nearby community.

NOW, THEREFORE, in consideration of the mutual covenants to be hereafter kept and performed, it is mutually agreed as follows:

1. VILLAGE hereby grants to MID CENTURY TELEPHONE the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in VILLAGE, such poles, wires, cables, underground conduits and facilities associated therewith, necessary for the operation and maintenance in VILLAGE of a system for the interception, sale and distribution of television and other communications signals.

2. The rights hereby granted shall remain in effect for a period of (20) years beginning on the date hereof, with the right of renewal as hereinafter set forth.

3. The right to use and occupy the streets, alleys and public ways and public places in the VILLAGE for the construction of television transmission lines and other facilities for the transmission of television and other broadband signal communication system. That the right herein granted shall not be exclusive to MID CENTURY TELEPHONE.

4. MID CENTURY TELEPHONE shall at all times be subject to all lawful exercise of the police power of VILLAGE and to such reasonable regulations as the VILLAGE shall hereafter by resolution or ordinance provide.

5. LIABILITY AND INDEMNIFICATION. MID CENTURY TELEPHONE shall pay, and by its acceptance of this Franchise Agreement, MID CENTURY TELEPHONE expressly agrees that it will pay, all damages and penalties which the VILLAGE may legally be required to pay as a result of MID CENTURY TELEPHONE'S negligence in the installation, operation, or maintenance of the Cable Television System authorized herein. The VILLAGE shall notify MID CENTURY TELEPHONE'S representative within thirty (30) days after the presentation of any claim or demand to the VILLAGE, either by suit or otherwise, made against the VILLAGE on account of any negligence or contract as aforesaid on the part of MID CENTURY TELEPHONE. MID CENTURY TELEPHONE further agrees as follows:

A. MID CENTURY TELEPHONE shall carry Worker's Compensation insurance, with statutory limits, and Employer's Liability insurance with limits of not less than One Hundred Thousand Dollars (\$100,000.00), which shall cover all operations to be performed by MID CENTURY TELEPHONE as a result of this Ordinance.

6. A. MID CENTURY TELEPHONE shall construct, maintain and operate its system, including transmission and distribution system, and including service connections and render efficient service in accordance with the rules and regulations as are, or may be, adopted in this State.

B. COMPLIANCE WITH FCC RULES AND REGULATIONS. MID CENTURY TELEPHONE shall, at all times, comply with the rules and regulations governing CATV operations promulgated by the FCC, specifically those set forth in Section 76.31 of the FCC Rules and Regulations. This shall include adherence by MID CENTURY TELEPHONE to FCC rules regarding technical and engineering specifications involved in the construction of the CATV System and signal carriage therein.

7. MID CENTURY TELEPHONE shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable MID CENTURY TELEPHONE to exercise its rights and perform its obligations under the franchise and this Agreement.

8. LINE EXTENSIONS.

A. It shall be the obligation of MID CENTURY TELEPHONE to serve all residents of the VILLAGE except to the extent that density of homes, adverse terrain or other factors render providing service impracticable, technically infeasible or economically noncompensatory. For purposes of determining compliance with the provision of this Section,

and to provide for a reasonable and nondiscriminatory policy governing extensions of cable service within the VILLAGE, MID CENTURY TELEPHONE shall extend service to new subscribers, at the normal installation charge and monthly rate for customers of that classification, where there are an average of fifty (50) homes per each linear mile of new cable construction.

B. In the event the requirements of subsection A are not met, extensions of service shall be required only on a basis which is reasonable and compensatory.

9. All transmission and distribution structures, lines and equipment erected by MID CENTURY TELEPHONE within VILLAGE shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and public places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of said streets, alleys, or other public ways and places. In case of any disturbance of pavement, sidewalk, driveway or other surfacing, MID CENTURY TELEPHONE shall, at its own cost and expense, replace and restore all paving, sidewalk, driveway, or surface of any street or alley disturbed, in as good condition as before said work was commenced.

10. MID CENTURY TELEPHONE shall have the authority to trim any overhanging branches or trees coming into contact with wires and cables of MID CENTURY TELEPHONE, all trimming to be done at the expense of MID CENTURY TELEPHONE.

11. MID CENTURY TELEPHONE agrees that it shall provide initial service within twelve (12) months after financing and all regulatory approvals have been obtained.

12. All rates charged to subscribers along with all increases, modification and changes in rates, shall be controlled by MID CENTURY TELEPHONE.

13. MID CENTURY TELEPHONE shall at all times maintain an up to date map showing the location of its cable and other facilities in the VILLAGE which shall be available at all reasonable times to inspection by the VILLAGE through its duly designated agents and officers.

14. The franchise and rights herein granted shall take effect and be in force from and after the execution of this Agreement, which shall be subsequent to the passage of an ordinance granting the franchise,

and shall continue in force and effect for a term of twenty (20) years, and MID CENTURY TELEPHONE shall have the right to extend the franchise for an additional twenty (20) years, upon receipt in writing by VILLAGE from MID CENTURY TELEPHONE of notice of their election to extend this Agreement, said notice to be given at least ninety (90) days prior to the expiration of the principal term of the franchise.

15. MID CENTURY TELEPHONE shall have the right to assign their rights and obligations hereunder to any subsidiary or affiliate company or co-operative of MID CENTURY TELEPHONE, for the purposes of carrying out this Agreement.

16. If any section, sub-section, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

WITNESS the due execution hereof, the day and year first above written.

VILLAGE OF WILLIAMSFIELD , ILLINOIS

BY: Everett A. Uzelm  
President

ATTEST:

John T. Smith  
Clerk

MID CENTURY TELEPHONE COOPERATIVE

BY: Dale Chennoweth  
President

ATTEST:

Robert F. Kantatam  
Secretary