

**CITY OF WASHINGTON TERRACE
ORDINANCE 23-06**

FRANCHISE AGREEMENT – CONNEXT

**AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE, UTAH,
ADOPTING THE FRANCHISE AGREEMENT WITH CONNEXT, INC.,
FOR CERTAIN FIBER OPTIC FACILITIES; SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Washington Terrace City (“City”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, Connex, Inc., (“Franchisee”) is a corporation that provides fiber and telecommunications services as defined by state law;

WHEREAS, *Utah Code Annotated* §10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, *Utah Code Annotated* §10-8-11 authorizes the City to regulate the use of streets, alleys, avenues, sidewalks, crosswalks, parks and public grounds, prevent and remove obstructions and encroachments thereon;

WHEREAS, Franchisee desires to construct fiber and telecommunication facilities within the public right-of-way within the City and proposes the attached Franchise Agreement;

WHEREAS, the City has adopted Chapter 15.12 and Chapter 3.08 of the Washington Terrace Municipal Code to govern Franchise Agreements and the Telecommunications Service Provider Tax, and the City has regulations governing excavation and standards for construction in the public right-of-way;

WHEREAS, the public interest is served by the Franchise Agreement adopted and incorporated herein;

NOW, THEREFORE, be it ordained by the City Council of the City of Washington Terrace, Utah, as follows:

Section 1: Adoption. The Mayor is authorized to finalize and execute the terms of the Franchise Agreement incorporated herein by this reference as set forth in Exhibit “A” attached hereto.

Section 2: Severability. If a Court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or

specific application of this Ordinance. shall be severed from the remainder, which remainder shall continue in full force and effect.

Section 3: Effective date. This Ordinance take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this 20 day of June, 2023.


MARK ALLEN, Mayor

ATTEST:

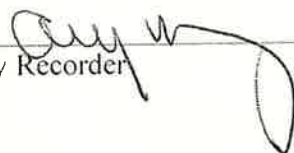

AMY RDRICUEZ, City Recorder

RECORDED this 20 day of June, 2023.

PUBLISHED OR POSTED this 21 day of June, 2023.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated '10-3-713, 1953 as amended, I, the City Recorder of Washington Terrace City, hereby certify that foregoing Ordinance was duly passed and adopted, published, and/or posted as provided by state law.


City Recorder

DATE: 6.21.23

FRANCHISE AGREEMENT

WASHINGTON TERRACE CITY, UTAH

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between WASHINGTON TERRACE CITY, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 5249 S, Southpoint Dr Washington Terrace, Utah, 84405, and Connex Networks LLC (hereinafter "Franchisee"), a Limited Liability Company with its principal offices at 2655 G Avenue, Ogden, Utah, 84401.

WITNESSETH:

WHEREAS, FRANCHISEE desires to provide telecommunications services, as more particularly defined in the "Municipal Telecommunications License Tax Act," (the "Act"), Utah Code Ann. §§10-1-401, et seq., as amended, and establish a telecommunications network, system and/or facilities in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Chapter 3.08 entitled "Telecommunications Service Providers Tax" of the Washington Terrace Municipal Code (hereinafter the "Telecommunications Ordinance") which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in the exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, In consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and FRANCHISEE agree as follows:

AGREEMENT

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE.

1.2 Ordinance. The CITY has adopted the Telecommunications Ordinance, and the FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Ordinance. The parties agree that the provisions and requirements of the Telecommunications Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunication Ordinance. The definitions in the Telecommunications Ordinance shall apply herein unless a different meaning is set forth in Utah Code Section 10-1-401, et seq., (“the Act”) or as otherwise indicated. Nothing in this Section shall be deemed to require FRANCHISEE to comply with any provision of the Telecommunications Ordinance which is determined to be unlawful or beyond the CITY’s authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Telecommunications Ordinance at any time. Provided, however, CITY shall not enact any amendments to the Telecommunications Ordinance that will adversely impact FRANCHISEE without allowing FRANCHISEE 30 days, or such longer time as is necessary if 30 days is insufficient, in which to comply with the amendment. The CITY shall give FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between FRANCHISEE’s rights and obligations under the Telecommunications Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, FRANCHISEE agrees to comply with any such amendments. Failure of the CITY to give notice to FRANCHISEE on any amendment to the municipal code that may affect the FRANCHISEE is not deemed to invalidate this Agreement, and the parties will resolve any disputes that may arise from such amendments in favor of maintaining this Agreement.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon FRANCHISEE the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network In, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged In such business to utilize FRANCHISEE’s System within the CITY for such

purposes; or (2) from providing such service in the future if an appropriate franchise is obtained from the City and all other legal requirements have been satisfied.

1.5 Licenses. FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunication Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2, FRANCHISE FEE.

2.1 Franchise Fee. For the Franchise granted herein, FRANCHISEE shall pay to the CITY a tax in accordance with the Act, as may be amended, less any business license fee or business license tax enacted by the CITY, in an amount equal to the highest amount allowed by state law. All payments shall be made to the Utah State Tax Commission or as otherwise provided by state law.

2.2 Equal Treatment. CITY agrees any fees or taxes charged to FRANCHISEE under this Agreement shall be of the same nature and calculation of fees or tax currently charged or charged in the future to other similarly situated entities, except where otherwise expressly provided by law.

ARTICLE 3. TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to FRANCHISEE shall be for a period of fifteen (15) years commencing on the first day of the month following this Agreement unless this Franchise be sooner terminated as herein provided. At the end of the initial fifteen (15) year term of this Agreement, the franchise granted herein may be renewed by FRANCHISEE upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of FRANCHISEE's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of FRANCHISEE Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between FRANCHISEE and the CITY, or by revocation or forfeiture, FRANCHISEE shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. In the event that FRANCHISEE fails to remove any facilities under this Agreement such shall be deemed abandoned to the CITY.

ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, In addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of Its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 Meet to Confer. FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination, and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way FRANCHISEE conducts its business and the way the CITY regulates the business. in recognition of the present state of uncertainty respecting these matters, FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, In view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, Including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain In full force and effect for the term of this

Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Ordinance, and the City's Excavation Permit Policy. For FRANCHISEE, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinance, and the CITY's Excavation Permit Policy.

Article 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided, upon ninety (90) days prior notice, for any of the following reasons:

(a) FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) FRANCHISEE, by actor omission, materially violates a material duty herein set forth in any particular provision within FRANCHISEE's control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving FRANCHISEE notice of such determination; FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90—day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of FRANCHISEE; or

FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by FRANCHISEE within sixty (60) days.

6.2 Reserved Rights. Nothing contained herein shall be deemed to preclude FRANCHISEE from pursuing any legal or equitable rights or remedies It may have to challenge the action of the CITY.

6.3 Remedies at Law. In the event FRANCHISEE or the CITY fails to fulfill any of Its respective obligations under this Agreement, the CITY or FRANCHISEE, whichever the case may be, may assert a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and FRANCHISEE relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's' fees and costs through all levels of action Incurred by the prevailing party.

6.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed In any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

6.5 Assignment. This Agreement may not be assigned by FRANCHISEE except to a wholly owned subsidiary of FRANCHISEE without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 7. PARTIES' DESIGNEES.

7.1 CITY designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinance, all notices from FRANCHISEE to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at:

City Manager
5249 S. South Pointe Drive
Washington Terrace, Utah 84405

or such other officer and address as the CITY may designate by written notice to FRANCHISEE.

7.2 FRANCHISEE Designee and Address. FRANCHISEE's Executive Director or his or her designee(s) shall serve as FRANCHISEE'S representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Ordinance, all notices from the CITY to FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE's offices at

David Brown
Member Manager
2655 G Avenue
Ogden, Utah 84401

or such other officer and address as FRANCHISEE may designate by written notice to the CITY.

7.3 Failure of Designee. The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that FRANCHISEE is effectively self-insured if FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all Insurance, whether purchased by FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage designating Washington Terrace City as insured party with coverage limit of \$2,000,000. .

8.2 Indemnification. FRANCHISEE agrees to indemnify, defend and hold the CITY and its governing body, officers, employees, contractors, and agents harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorney's fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit FRANCHISEE to assume

the defense of such with counsel of FRANCHISEES' choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, FRANCHISEE shall not be obligated to indemnify, defend, or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 9. INSTALLATION AND SERVICE

9.1 Coordinated installation. To prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made at the same time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

9.2 Underground Installation. Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all its underground facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement.

9.3 Aerial Installation: Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all its aerial facilities in accordance with code requirements regarding the installation of aerial utility lines and pole attachment agreement terms, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

9.4 CITY Approval and Costs. FRANCHISEE shall not perform any work within CITY rights-of-way without having first obtained a written permit from the CITY authorizing such work. The FRANCHISEE shall reimburse the CITY for the actual CITY costs incurred for engineering, inspections, legal review related to the adoption of this FRANCHISE or the permitting of any work under this Agreement.

9.5 CITY Properties. FRANCHISEE hereby agrees to install, connect, and maintain service to any CITY properties that the CITY requests serve be provided at no cost in consideration of

occasional promotion of the services provided by FRANCHISE by CITY platforms as coordinated by the parties.

9.6 Conditions of Occupancy. The facilities installed by the FRANCHISEE under this Agreement hereof shall be located so as to cause a minimum of interference with the proper use of the Right-of-Way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Right-of-Way.

9.7 Restoration of Public Ways. If during the construction, operation, or Maintenance of the facilities there occurs a disturbance of any Right-of-Way by the FRANCHISEE, the FRANCHISEE shall replace and restore the Right-of-Way at the expense of FRANCHISEE and to a condition reasonably comparable to the condition of the Right-of-Way existing immediately prior to such disturbance and in a manner reasonably approved by the CITY. Where there is a dispute in restoration the parties agree to mediate such. FRANCHISEE is responsible for the costs of any damage that occurs to CITY facilities during the initial installation of any facilities, or any service or operation to the same. FRANCHISEE shall provide a \$100,000 umbrella A-rated bond beginning at the commencement of first construction and valid for a minimum of three (3) years following the completion of the project. FRANCHISEE shall notify CITY of the date of completion.

9.8 Relocation for the CITY. Upon receipt of reasonable advance written notice from CITY to FRANCHISEE, to be not less than five (5) business days in the event of a temporary relocation and no less than ten (10) business days for a permanent relocation, the FRANCHISEE shall, at its own expense except as provided by law or entitlement, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Right-of-Way, any property of the FRANCHISEE when lawfully required by the CITY by reason of traffic conditions, public safety, street abandonment, street construction, change or establishment of street grade, installation of sewers, drains, gas, water lines, power lines, or other utility infrastructure, or any other type of public structures or improvements which are not used to compete with the services provided by FRANCHISEE.

9.10 Relocation for a Third Party. The FRANCHISEE shall, on the request of any utility or owner holding a lawful permit issued by the CITY to protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Right-of-Way as necessary any property of the FRANCHISEE, provided: (1) the expense

of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (2) the

Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

9.11 Safety Requirements. Construction, operation, and maintenance of any facilities of the FRANCHISEE shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with generally applicable federal, state, and local regulations and the applicable codes and standards. The facilities of the FRANCHISEE shall not endanger or unreasonably interfere with the safety of a persons or property in the CITY.

9.12 Access to Open Trenches. The CITY may include the FRANCHISEE in the platting process for any new subdivision. At a minimum, the CITY may require as a condition of issuing a permit for open trenching to any utility or developer that: (1) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench; and (2) that the utility or developer provide the Grantee with reasonable access to the open trench.

9.13 Technical Standards. The FRANCHISEE is responsible to ensure that its facilities are designed, installed, and operated in a manner that fully complies with applicable FCC rules and regulations.

9.14 Customer Service Standards. FRANCHISEE agrees to provide prompt and responsive customer services to customers in the CITY and notify users of hours of operation for customer service and applicable contact numbers, including emergency contracts for outages or other emergencies. FRANCHISEE agrees to use responsive trained representatives to manage customer accounts, cancellations, and handle complaints. FRANCHISEE shall provide written information to customers about services offered, installation service requirements, installation timeline, and any installation cost to a customer. All billing statements from the FRANCHISEE to any customer shall be concise and understandable. FRANCHISEE shall not bill customers for extended service interruptions in accordance with a policy adopted by the FRANCHISEE for the same.

ARTICLE 10. GENERAL PROVISIONS

10.1 Binding Agreement. The parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to its operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

10.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law and jurisdiction and venue for any legal action pertaining to this Agreement shall be in the Second District Court, Weber County, State of Utah.

10.3 Immunity. Nothing in this Agreement shall be construed to limit or waive any immunity that the CITY is afforded by law or otherwise.

10.4 Time of Essence. Time shall be of the essence of this Agreement.

10.5 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require It, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include the other gender. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.6 No Presumption. Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.7 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the

parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED AND ENTERED INTO On the 20 day of June, 2023

FOR WASHINGTON TERRACE CITY:

Mark Allen
Mark Allen, Mayor

ATTEST:

Amy Rodriguez
Amy Rodriguez, City Recorder

STATE OF UTAH)
 : ss,
COUNTY OF WEBER)

On the 20 day of June, 2023, personally appeared before me MARK ALLEN, who being by me duly sworn did say, the said MARK ALLEN, is the Mayor of Washington Terrace City, Weber County, State of Utah, and that the within and foregoing instrument was signed on behalf of the said Washington Terrace City by authority of the City Council of Washington Terrace City and said MARK ALLEN, duly acknowledged to me that the said Washington Terrace City executed the same and that the seal affixed is the seal of the said Washington Terrace City.

Amy Rodriguez
Notary Signature

FRANCHISEE

Connex Networks



Authorized Signature

David Brown

Printed Name

Member Manager

Title

STATE OF UTAH)

:ss

COUNTY OF WEBER)

On this 1st day of April, 2021, David Brown personally appeared before me _____ who being by me duly sworn did say that he/she is the Member Manager of Connex Networks, a LLC corporation/partnership, and that Connex Networks is the legal property owner of record of the property subject to this Agreement and that the foregoing Agreement was signed in behalf of said corporation/partnership by authority of its Board of Directors/by-laws, and he/she acknowledged to me that said corporation/partnership executed the same.

Notary Signature