

## **ADDENDUM 1**

### **FIRST ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING "License Agreement"**

**Between The City of Lawrence, Kansas ("The City")  
and  
RG Fiber, LLC ("RG"), a Kansas limited liability company**

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**Dated: July \_\_, 2015**

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This addendum supplements **THE MEMORANDUM OF UNDERSTANDING** dated July \_\_, 2015, by and between the City of Lawrence, Kansas, a municipal corporation, and RG Fiber, LLC, a Kansas limited liability company.

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#### **RECITALS**

- A.** Pursuant to the laws of the State of Kansas and the ordinances of the City of Lawrence, Kansas, the authority to use the Public Rights of Way within the City is vested in the City's reasonable police powers.
- B.** RG wishes to place and install conduit and fiber optic cables within the City's Public Rights of Way, commencing on the southwest corner of 11th Street and Rhode Island Street, traversing east on 11th Street, then south on Haskell Avenue, then east on 19th Street, then south on Harper Street to 23rd Street, and the east on 23rd Street to O'Connell Road, and then south on O'Connell Road to the City limits, for the purposes of operating a fiber optic cable network.
- C.** RG has submitted to the City a map and plans detailing its proposed use of the City's Public Rights of Way (copies of the map and those plans are affixed hereto as Exhibits A and B).
- D.** The City has approved the route and the plans contingent upon the execution of this document and compliance with its terms and the terms of the parties' Memorandum of Understanding, dated July \_\_, 2015.

## TERMS

**NOW, THEREFORE**, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and RG, the City and RG agree as follows:

1. **Adoption of Recitals.** The above recitals are incorporated herein by reference as if set forth in full.
2. **Adoption of Memorandum of Understanding.** The City and RG mutually agree that all terms of the Memorandum of Understanding, dated July \_\_, 2015, are adopted herein and incorporated herein by reference as if set forth in full and shall be deemed herein contractual in nature.
3. **Route.** The City agrees hereby to permit RG to place and to install conduit and fiber optic cables, in accordance with the map and plans affixed hereto as Exhibits A and B, within the City's Public Rights of Way, commencing on the southwest corner of 11th Street and Rhode Island Street Street, traversing east on 11th Street, then south on Haskell Avenue, then east on 19th Street, then south on Harper Street to 23rd Street, and then east on 23rd Street to O'Connell Road, and then south on O'Connell Road to the City limits, for the purposes of operating a fiber optic cable network. In placing and installing its conduit and fiber optic cables along the above-described route, RG agrees to comply with the map and the plans affixed hereto as Exhibits A and B.
4. **Compensation.**
  - (a) **To the City.** In lieu of the payment of rent for the use of the Public Rights of Way, RG agrees to install for the City one 1.25" innerduct, as provided by the City, with a pull rope commencing at the southwest corner of 11th Street and Rhode Island Street, then east on 11th Street, then south on Haskell Avenue, then east on 19th Street, then south on Harper Street to 23rd Street, as shown on Exhibit C. RG also agrees to connect the City innerduct to the City's existing hand hole at the northwest corner of the intersection of 23rd Street and Harper Street. RG agrees further to install eight (8) handholes on top of the innerduct at locations selected by the City Engineer and as shown on Exhibit C. Finally, RG shall dedicate to the City four (4) dark fibers, two (2) fibers linking the City facilities to the Baldwin City Fire & Medical Station, 212 Kibbee Street, Baldwin City, Kansas, and two (2) fibers reserved for future determination and use. The fiber infrastructure, including fiber optic cables, conduit, and handholes, shall be for the exclusive use of the City and other public institutions with RG's prior express written consent.

(b) **To RG.** In addition to receiving the right to use, consistent with the terms of this License Agreement, the Public Rights of Way as shown in Exhibits A and B, RG shall receive from the City access and utilization of the 3" innerduct from the pull box at 23rd Street and O'Connell Road (East 1660 Road) south approximately 13,000 feet to City Hand Hole #14 located southeast of the intersection of East 1600 Road and North 1175 Road. The RG fiber optic cable shall not exceed .67" in diameter. RG may not have access to those fibers, except outside the demarcation points described in Exhibit D or any writing amending Exhibit D. RG is also prohibited from having access to or any physical contact with the City innerduct or fiber optic cables located in the City innerduct.

5. **Term.** The term of this License Agreement shall commence the date set forth above and shall run concurrently with the Memorandum of Understanding, dated July \_\_, 2015.

6. **Former Agreement Superseded.** This License Agreement supersedes that License Agreement, dated December 17, 2013 ("Former Agreement"), by and between the City and Dawn Fiber, LLC, d/b/a Free State Broadband, and assigned to RG on May 28, 2015, with the City's consent on May 29, 2015. The parties agree that the Former Agreement is hereby null and void and that the terms of this License Agreement supersede all terms of the Former Agreement.

**IN ALL OTHER RESPECTS**, except as expressly modified herein, the terms and conditions of the Memorandum of Understanding shall remain in full force and effect.

*[SIGNATURE PAGES FOLLOW]*

**IN WITNESS WHEREOF**, the undersigned have caused this First Addendum to the Memorandum of Understanding to be executed as of the date noted above.

**CITY:**  
**CITY OF LAWRENCE, KANSAS, a**  
**municipal corporation**

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DIANE STODDARD  
Interim City Manager

**ACKNOWLEDGMENT**

THE STATE OF KANSAS            )  
  )     ss:  
THE COUNTY OF DOUGLAS        )

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me the undersigned, a notary public in and for the County and State aforesaid, came Diane Stoddard, as Interim City Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

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Notary Public

My Appointment Expires:

**RG:  
RG FIBER, L.L.C., a Kansas limited  
liability company**

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MIKE BOSCH  
CEO

**ACKNOWLEDGMENT**

THE STATE OF KANSAS            )  
  )        ss:  
THE COUNTY OF DOUGLAS        )

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me the undersigned, a notary public in and for the County and State aforesaid, came Mike Bosch, as CEO of RG Fiber, L.L.C., a Kansas Limited Liability Company, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

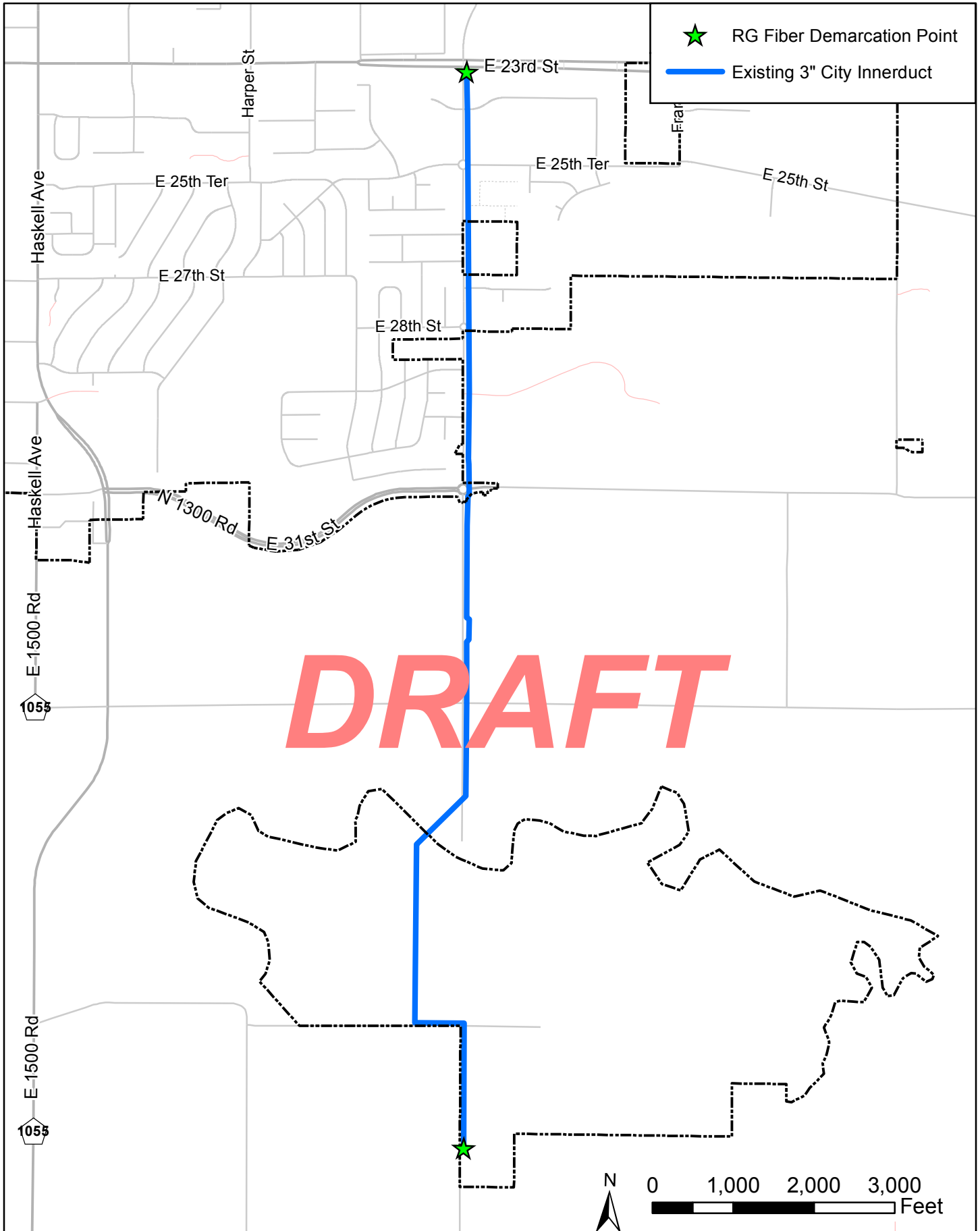
**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

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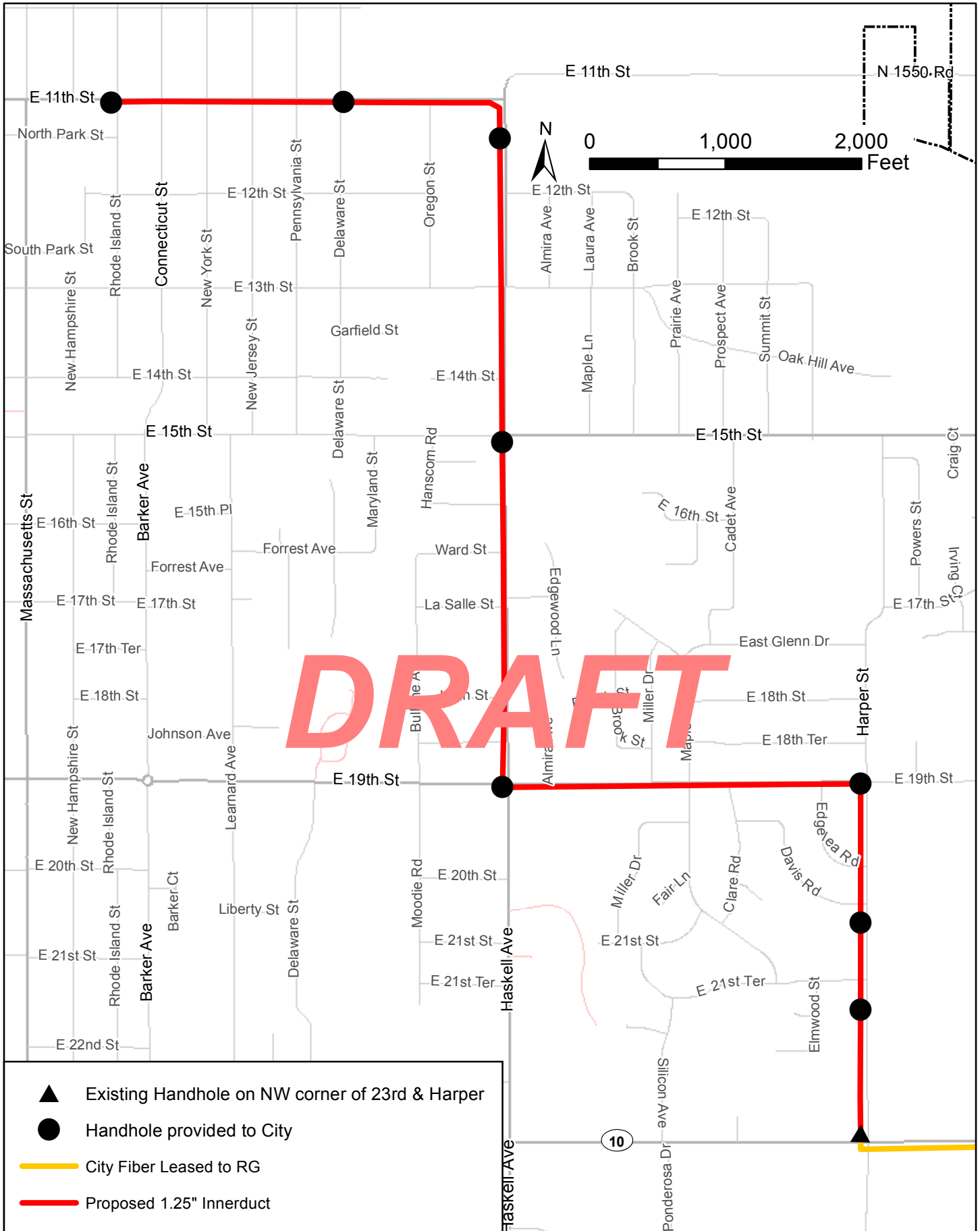
Notary Public

My Appointment Expires:

# Exhibit D: RG Fiber Demarcation Points



# Exhibit C: Compensation to the City



# Exhibit A: Project Overview

