

AGREEMENT

THIS AGREEMENT (the "**Agreement**"), made this 12th day of October, 2005 (the "**Effective date**") by the City of Lawrence, Kansas, a municipal corporation (the "City"), and **Lawrence Freenet, Inc.**, ("Lawrence Freenet") a Kansas, not-for-profit corporation.

RECITALS

1. The City is the owner of property interests located in the City of Lawrence, Douglas County, Kansas, including, but not limited to Street Rights-of-Way (ROW), park property, City of Lawrence Utility Department structures and facilities – including water towers, City of Lawrence buildings, traffic light poles, other traffic control devices, and other property interests.
2. Lawrence Freenet, Inc. is a not-for-profit Kansas corporation formed for the purpose of providing free internet access to Kansas communities. To that end, Lawrence Freenet, Inc. wishes to access various City Properties, to locate, mount, and maintain transmitter units in various locations in the City of Lawrence, to provide free internet access to Lawrence residents.
3. On August 16, 2005, the Lawrence City Commission stated its support for Freenet's goal of increasing internet access for the Lawrence community. The City Commission directed and authorized the preparation of an agreement between the City of Lawrence and Lawrence Freenet, Inc., to use certain City Property as authorized by this Agreement and approved by City staff, for the installation of equipment to provide free internet access to Lawrence citizens.
4. Accordingly, Lawrence Freenet, Inc., has requested permission from the City to place equipment, transmitters and antennas, on portions of City Property described below, and the City has agreed to provide a to Lawrence Freenet, Inc., for such purpose, all in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties hereby agree as follows:

1. **PROPERTY.** The City hereby grants to Lawrence Freenet, the privilege to use the following:

[] Space on the handrail of the City's water tower on the City's property located at approximately 19th Street and Kasold Drive and legally described as:

SECTION 2, TOWNSHIP 13 SOUTH, RANGE 19 EAST: NORTH .5 ACRES OF THE FOLLOWING DESCRIBED TRACT: SOUTH 289 FEET OF THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼, THENCE NORTH ALONG THE WEST

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sufficient for the installation and maintenance of wireless access
to the Community.

- [] Easements over, under or along the City's 19th and Kasold water tower property described above sufficient for the installation and maintenance of utility lines and cables from the nearest public right of way to the handrail space.
- [] Easement across the City's 19th and Kasold water tower property described above for access to Freenet's equipment (the "Access Easement").

This Agreement is subject to the specifications as shown and described in **Exhibit A**, attached hereto and incorporated herein by reference.

Nothing this Agreement shall be interpreted to give Lawrence Freenet authority to install equipment on any other city property not specifically described herein without prior approval of City staff.

2. **TERM.** The term of this Agreement shall be five (5) years commencing on the first day of the month following the date this Agreement is executed by the parties.
3. **CONSIDERATION.** Lawrence Freenet shall pay the City rent annually in the amount of ten dollars (\$10.00), commencing on January 1, 2006, and shall provide internet service at a free or reduced rate to the community of Lawrence, Kansas, generally in accordance with the schedule attached hereto as **Exhibit B** and incorporated herein by reference.
4. **USE.** Lawrence Freenet may use the City's property for the installation, maintenance, and operation of equipment as described in Exhibit A for a Freenet Access Point. Modifications to the equipment or the operation shall require prior City approval. Lawrence Freenet shall be solely responsible for installing, maintaining, operating and repairing its equipment on the City property. Lawrence Freenet shall comply will all applicable federal, state, and local laws, rules, statutes, and regulations relating to its use of the Property. It is understood an agreed that Lawrence Freenet's use shall in all matters be subordinate to the City's and/or any governmental entity's use of the Property for any public purpose. Lawrence Freenet shall relocate or adjust its equipment or adjust its operations to accommodate the City's use within a reasonable time when such relocation or adjustment is requested by the City to accommodate the City's use, or any governmental entity's use of the Property for public purposes.
5. **ACCESS TO PROPERTY.** The City shall provide authorized Lawrence Freenet representatives with access to the Property seven days a week in accordance with the procedures outlined in this Paragraph, for the purpose of installing and maintaining Lawrence Freenet's equipment. For the purposes of this Agreement, "authorized Lawrence Freenet representatives" shall mean persons covered by Lawrence Freenet's

general liability insurance policy in effect during the term of the Agreement. It is agreed that only authorized Lawrence Freenet representatives who are covered by Lawrence Freenet's general liability insurance policy shall be permitted to enter said premises. To obtain access to the Property, Lawrence Freenet's authorized person or persons shall sign in at the City's Kaw Water Treatment Plant, 720 West 3rd Street, Lawrence, Kansas. An employee of the City shall accompany Lawrence Freenet's authorized person or persons to the Property and provide them access to the premises. In the event this procedure shall be discontinued or no longer be available, the City shall provide an alternative procedure to allow Lawrence Freenet access to the Property seven (7) days a week.

6. **INSURANCE REQUIREMENTS.** Lawrence Freenet shall procure and maintain at all times this Agreement is in effect, general liability insurance for Freenet Access Point sites and equipment, with the City of Lawrence named as an additional insured party, in the amount of \$1,000,000 for each occurrence, \$1,000,000 of coverage for personal injury and \$2,000,000 general aggregate coverage and \$300,000 coverage for damage to City property at Freenet Access Points.
7. **PRESERVATION OF CITY PROPERTY AND FACILITIES.** Lawrence Freenet shall refrain from causing any waste, damage, or injury to City Property. Lawrence Freenet shall further refrain from using in the installation, maintenance, or repair of its equipment any materials that may cause corrosion, rust or deterioration of the City's water tower and/or tower handrail or other appurtenances thereto.
8. **INDEMNIFICATION OF THE CITY.** During the time this Agreement is in effect, Lawrence Freenet agrees to indemnify, defend, and save the City, and the City's officers, commissioners, agents, employees, grantees, and assigns, harmless from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise from, or are in connection with Lawrence Freenet's use or occupancy of City Property described herein, on account of any injury to persons or damage to property, excluding therefrom such injury or damage caused by the negligence of the City.
9. **TERMINATION.** The City and Freenet each reserves the right to terminate this Agreement at any time and for any reason by giving the other party at least one year written notice of such termination.
10. **DEFAULT.** Upon Lawrence Freenet's failure to perform any of the terms or conditions of this Agreement, the City shall be entitled to give notice of default. Lawrence Freenet shall have ten (10) days from the date of receipt of the notice to cure the default. The City may, if such default continues, terminate this Agreement without further notice. If Lawrence Freenet causes a health or safety hazard on the property governed by this Agreement, the City may immediately, without notice, suspend all access to the property governed by this Agreement, and the City Commission, with appropriate notice to Freenet, shall have the unilateral authority to terminate this Agreement upon a finding that the health or safety hazard is continuing or is likely to continue.

11. **NOTICE.** Notice under this Agreement, including denials or revocation or alteration of site specific approvals, Notice to remove equipment and any other Notice shall be provided in writing to the parties hereto as follows:

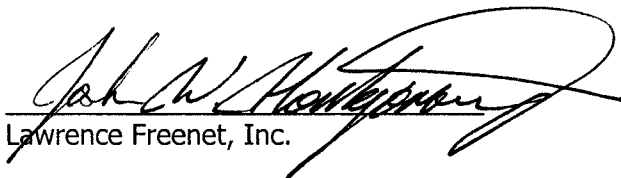
Notice to the City:
City Manager's Office
4th floor, City Hall
P.O. Box 708
Lawrence, KS 66044
(785) 832-3400
(785) 832-3405 fax

Notice to the Freenet:
Lawrence Freenet, Inc.
P.O. Box 3532
3401 W. 28th St.
Lawrence, KS 66046

12. **UTILITIES.** Lawrence Freenet agrees to pay for electric, telephone and other utility services used or consumed by it on the City's Property.
13. **ASSIGNMENT.** Lawrence Freenet shall not transfer, assign, sublet, or pledge this Agreement without the prior written consent of the City.
14. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Kansas.
15. If any term of this Agreement is found to be void or invalid, such validity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

ON BEHALF OF LAWRENCE FREENET, INC.:


Lawrence Freenet, Inc.

ON BEHALF OF THE CITY OF LAWRENCE:

Mike Wildgen, City Manager

Exhibit A



Installation and Operation of Wireless Mesh Data Network Facility for the Community

Summary Overview

Lawrence Freenet is proposing to install sector-directional antennas and related networking equipment on the water tower sited at about 19th and Kasold.

Lawrence Freenet is supplying wireless Internet access to any citizen regardless of their ability to pay. The wireless network design is based in part on extant community wireless networks in Cambridge Massachusetts and Champaign-Urbana Illinois¹. As part of delivering this service, antenna and access point installations will cover Lawrence in a redundant manner.

Lawrence Freenet is a legally-organized non-profit corporation comprised of a core group of 18 professional volunteers, many with extensive experience in deploying wireless data networks and related equipment in outdoor settings.

Because this project equally benefits all citizens the City of Lawrence City Commission has decided to support this project. They have agreed to make available to Lawrence Freenet space on the public infrastructure for mounting of the equipment necessary to accomplish their mission. For this particular project there will be no cash paid out by the City of Lawrence.

This installation project is planned to be completed by the end of November, 2005 and sooner if possible.



Introduction

At the water tower sited at about 19th and Kasold, Lawrence Freenet is proposing to install sector panel antennas, a network access points, power conditioning and backup equipment, a telephone line with DSL service and power over Ethernet injection equipment which is to be enclosed in a weather-proof box.

This is to be accomplished in support of Lawrence Freenet's primary mission which is to supply wireless Internet access to any citizen regardless of their ability to pay. The design of the Lawrence Freenet wireless network is based in part on proven network engineering concepts currently deployed in community wireless networks in Cambridge Massachusetts and Champaign-Urbana Illinois.

The community can expect to realize many benefits from the existence of a community wireless mesh network. Some examples are; Neighborhood Groups and Local high-speed Person to Person Networking. Neighborhood Watch/Surveillance using X10 and USB devices. Law Enforcement and Emergency Response Data Networking. Connectivity to Rural/remote sites, previously limited by cables. High speed Video Conferencing. High speed Mobile content. Localized 'Open Access' TV and Radio stations (streaming audio/video).

Given these and many other benefits no listed, we propose to install a community wireless network node on the water tower at about 19th and Kasold.

In the following sections you will learn about;

1. A proposed circuit plan for electrical power, telephone service and data networking.
2. Drawings of the antenna mounting system.
3. A site layout and proposed cable routes.

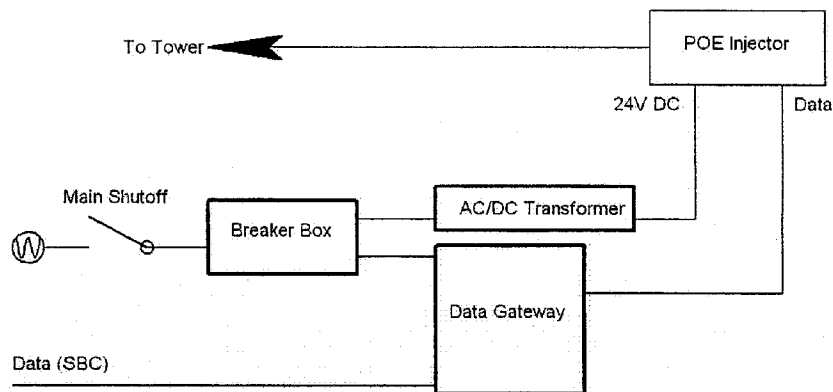
Objective: Provide electrical, telephone and data networking infrastructure in an outdoor setting.

We will be installing telephone and electrical service demarcation points on the cement pillar behind the city's existing utility demarcation point at the southwest corner of the fenced area.

There will be a weather-proof enclosure situated on the back (east) side of the fenced area and we will be pulling data networking cable into the tower via the existing underground penetration by the door. We will not need to make any new entry points in the foundation of the tower.

We will then run the cabling across the access space along existing conduit and then up the inside of the access shaft near the ladder. The cabling will terminate at the top in a weather-proof enclosure containing the wireless networking access point. All cabling will be properly sealed against moisture, routed safely out of the way of any human traffic with shielding grounded as appropriate for such installations.

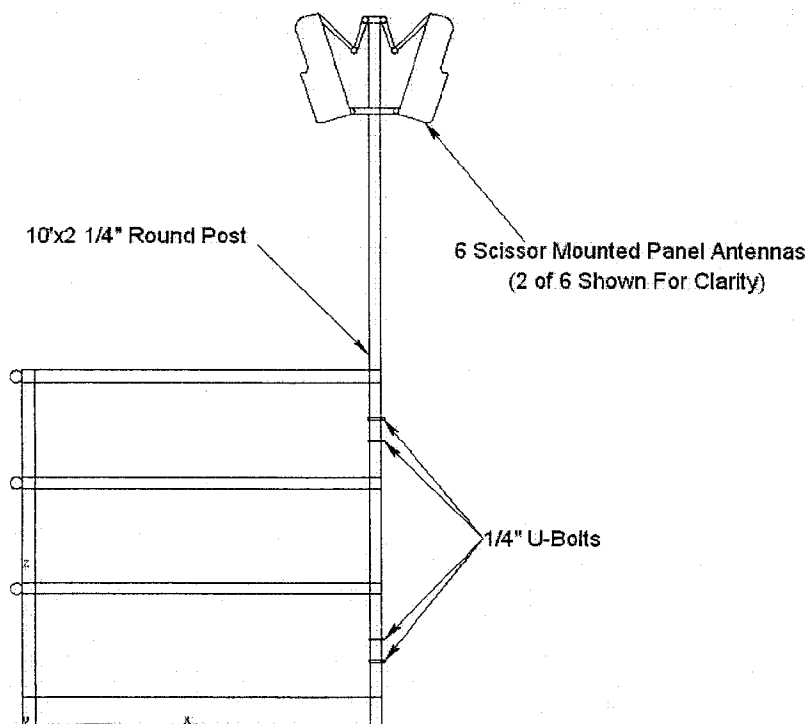
Following is a proposed circuit plan for electrical power, telephone service and data networking;



Objective: Install a safe and useful antenna system in support of the data networking infrastructure.

The antenna system will be mounted to the existing railing at the top of the water tower. We will use a single mast which will support sectored antennas. The mounts have been designed with typical wind and rain loading considerations in mind.

Following are drawings of the antenna mounting system;





Objective: Route supporting electrical, telephone and data networking cables and any conduit in a safe and effective manner with minimal impact on the operations and appearance of the site.

Electrical and telephone service cables will come from the demarcation point on the back of the cement pillar located at the southwest corner of the fenced area. The cables will run in separate metal conduit that is to be routed directly to the back of the fenced area, under the fence and then up into the weather-proof enclosure.

The data networking cable will then exit the weather-proof enclosure towards the west. It will travel back under the fence and be routed in a trench extending from the fence to the access point in the foundation of the tower near the door. The data networking cable will be carrying low voltage power in either burial-grade Ethernet cable or in a conduit.

All metal conduit will be appropriately grounded.

Drawings of the site layout and proposed cable routes appear on the following page.

Exhibit B

Lawrence Freenet, Inc will offer free service to households with a net income at or below 140% of the net income eligible for food stamp assistance as defined and published by the Kansas Department of Social and Rehabilitation Services. Lawrence Freenet will provide equipment to households qualifying under these guidelines at cost and commits to donating the equipment when possible.

Residents not qualifying for free service under the above guidelines may be charged a hardware installation fee and or a monthly service fee commensurate with the quality and quantity of the service. Lawrence Freenet, Inc may also from time to time enter into business arrangements with for-profit companies to enable Lawrence Freenet to operate and subsidize qualifying households.

Lawrence Freenet, Inc. also commits to refurbishing and distributing donated computers to households qualifying under the above guidelines with preference given to households with a minor child in residence.

The company also commits to making every reasonable effort to provide the service at no cost or at a reduced cost to households outside of the above guidelines whenever possible. As a community resource it is Lawrence Freenet's stated goal to provide access to the internet to everyone, everywhere, all the time for free and the company will continue to make every effort to achieve goal.