

ADDENDUM 3

THIRD ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING "License Agreement"

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

Dated: February __, 2016

This addendum supplements **THE MEMORANDUM OF UNDERSTANDING** dated June 30, 2013, by and between the City of Lawrence, Kansas, a municipal corporation, and Kansas Fiber Network, LLC, a Kansas limited liability company.

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.** The City also owns certain real property within the City of Lawrence, Kansas.
- C.** Pursuant to a Memorandum of Understanding, dated June 30, 2015, a First Addendum to the Memorandum of Understanding, dated June 30, 2015; and, a Second Addendum to the Memorandum of Understanding, dated November 30, 2015, KFN wishes to use its own fiber optic cables and fiber optic cables it leases from the City to provide high speed internet service to the inhabitants of the City.
- D.** KFN now wishes, in order to further its goal of providing high speed internet service to residents of the City, to install additional fiber optic facilities in the City's Rights of Way and on City property.
- E.** The City has reviewed KFN's proposal and has approved the proposed exchange of fiber optic facilities, contingent upon the execution of this document and compliance with its terms and the terms of the parties' Memorandum of Understanding, dated June 30, 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 parties, the parties 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 KFN mutually agree that all terms of the Memorandum of Understanding, dated June 15, 2015, as amended, are adopted herein and incorporated herein by reference as if set forth in full and shall be deemed herein contractual in nature.
3. **Compensation to KFN.** In exchange for what it shall provide the City, as set forth in paragraph 4, *infra*, KFN shall receive from the City the following:
 - (a) The City shall grant to KFN the right to install, in the City Right of Way, approximately nine hundred seventy seven feet (977') of fiber utilizing 1.25" HDPE duct, which will be owned by KFN upon completion. The route will begin at a new KFN Handhole adjacent to an existing City Handhole on the Northeast corner of Wakarusa Drive and Inverness Drive. From that point, the route will run West across Wakarusa Drive and then Southwest on the Northwest side of the roundabout, then traverse from the North to the South side of Legends Drive for approximately 280 feet. Proceeding from that point, the route travels West on the South side of Inverness Drive for 500 feet before turning South and continuing another 197 feet to a KFN customer building access point. For this route, the City shall grant to KFN the right to install a handhole adjacent to the City's existing handhole located in on the Northeast corner of Wakarusa Drive and Inverness Drive. A map showing the conduit described in this subparagraph 3(a) is affixed hereto as Exhibit A and is incorporated herein by reference.
 - (b) The City shall grant to KFN the right to install, in the City Right of Way, approximately seven hundred twenty feet (720') of fiber utilizing 1.25-inch HDPE duct, which will be owned by KFN upon completion. The route shall begin at KFN's handhole/splice point located on the Northeast corner of 8th Street and Tennessee Street, which shall then run West 190 feet on the North side of 8th Street to the alley located between Tennessee Street and Ohio Street. From that location, the route will run North up the alley for 530 feet to the endpoint identified in Exhibit A and end in the City's access point. A map showing the conduit described in this subparagraph 3(b) is affixed hereto as Exhibit B and is incorporated herein by reference.

(c) The City shall grant to KFN the right to install, in the City Right of Way, approximately four hundred seventy one feet (471') feet of fiber utilizing 1.25 -inch HDPE duct, which will be owned by KFN upon completion. The route shall begin at a new KFN Handhole adjacent to an existing City of Lawrence Handhole on the Northeast corner of Clinton Pkwy. & Kasold Dr. From that location the route will run West approximately 118 feet to the Northwest corner of Kasold Dr. and Clinton Pkwy then south approximately 35 feet to a new KFN hand hole adjacent to a KFN customer access point. For this route, the City shall grant to KFN the right to install two new handholes; with one handhole installed adjacent to the City's existing handhole located on the Northeast corner of Clinton Pkwy. & Kasold Dr., and the other installed adjacent to the KFN customer access point. A map showing the conduit described in this subparagraph 3(c) is affixed hereto as Exhibit C and is incorporated herein by reference.

4. **Compensation to the City.** In exchange for what it shall provide KFN, as set forth in paragraph 3, *supra*, the City shall receive from KFN the following:

(a) KFN shall pay for the cost of labor to install the fiber in the conduit described in subparagraphs 3(a) through 3(c) above a one-time payment in the amount of \$2,000.00.

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.

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

CITY:
CITY OF LAWRENCE, KANSAS, a
municipal corporation

DIANE STODDARD
Interim City Manager

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ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of _____, 2016, 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.

Notary Public

My Appointment Expires:

KFN:
KANSAS FIBER NETWORK, L.L.C., a
Kansas limited liability company

STEVEN DORF
President and CEO

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me the undersigned, a notary public in and for the County and State aforesaid, came Steven Dorf, as President and CEO of Kansas Fiber Network, LLC, 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.

Notary Public






My commission expires:

Exhibit A



Proposed New KFN Fiber Route for 4921 Legends Drive Lawrence, Ks. 66044



-  NEW CUSTOMER WALL MOUNT J BOX
-  NEW KFN HH W/150' FIBER SLACK, 24 CT. Armor
-  EXISTING CITY OF LAWRENCE HH/SPLICE POINT
-  EXISTING CITY OF LAWRENCE DUCT & FIBER
-  NEW KFN (ORANGE) 1.25" HDPE DUCTS
PULL 24 CT. ARMOR (KFN PROVIDED) FIBER
IN THE ORANGE DUCT. ...BORE 977'

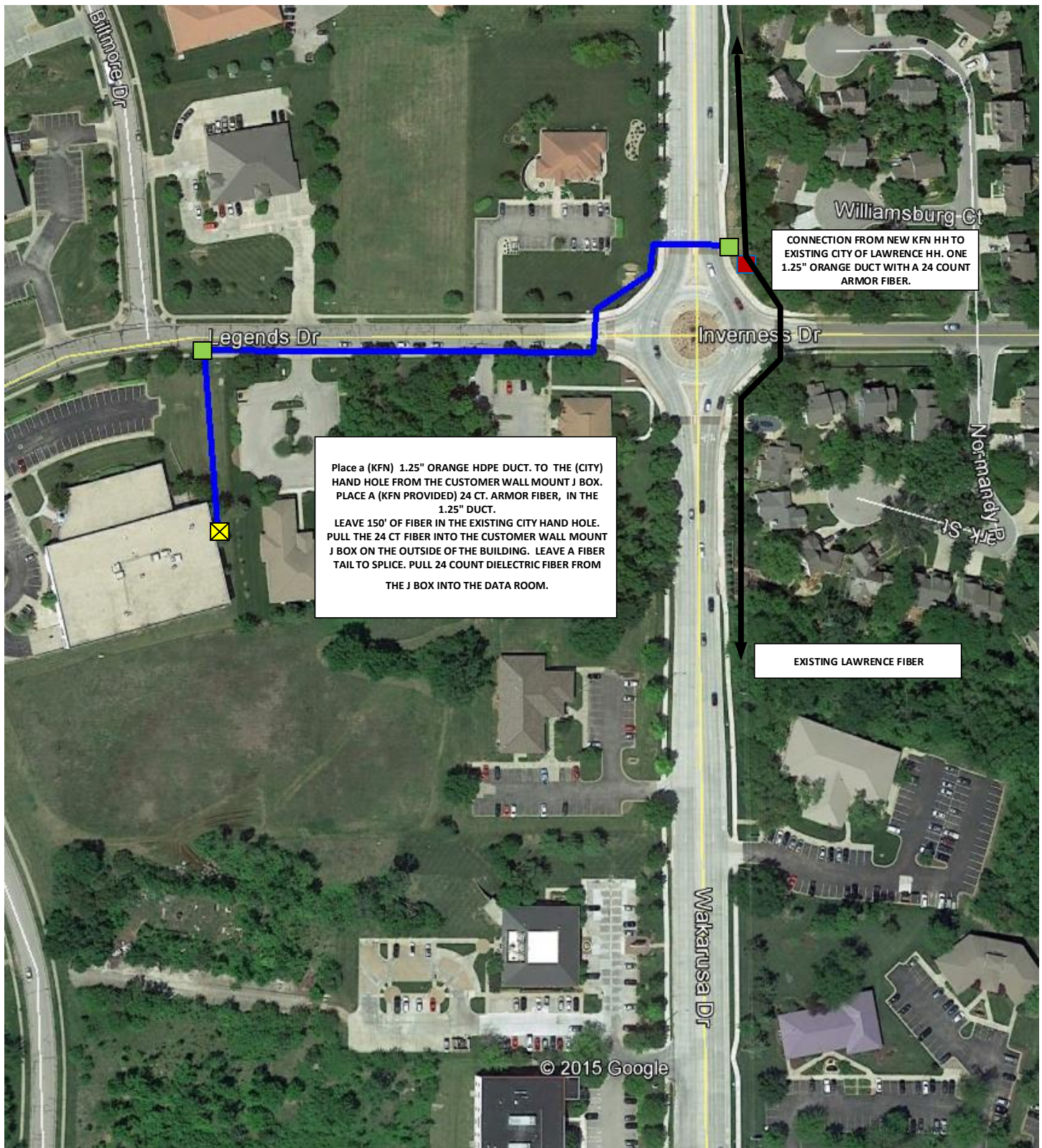


Exhibit B



Proposed New KFN Fiber build to customer d-marc Build
to existing customer cabinet in alley north of 8th St
between Tennessee ST. and Ohio ST. Lawrence, Ks.

- EXISTING KFN NETWORK
- EXISTING KFN HH W/ NEW SP W/ 150' FIBER TAIL
- ⊠ EXISTING CUSTOMER CABINET
- NEW KFN (ORANGE) 1.25" HDPE DUCTS PULL A 24 CT. ARMOR (KFN PROVIDED) FIBER IN THE ORANGE DUCT ...BORE 550'

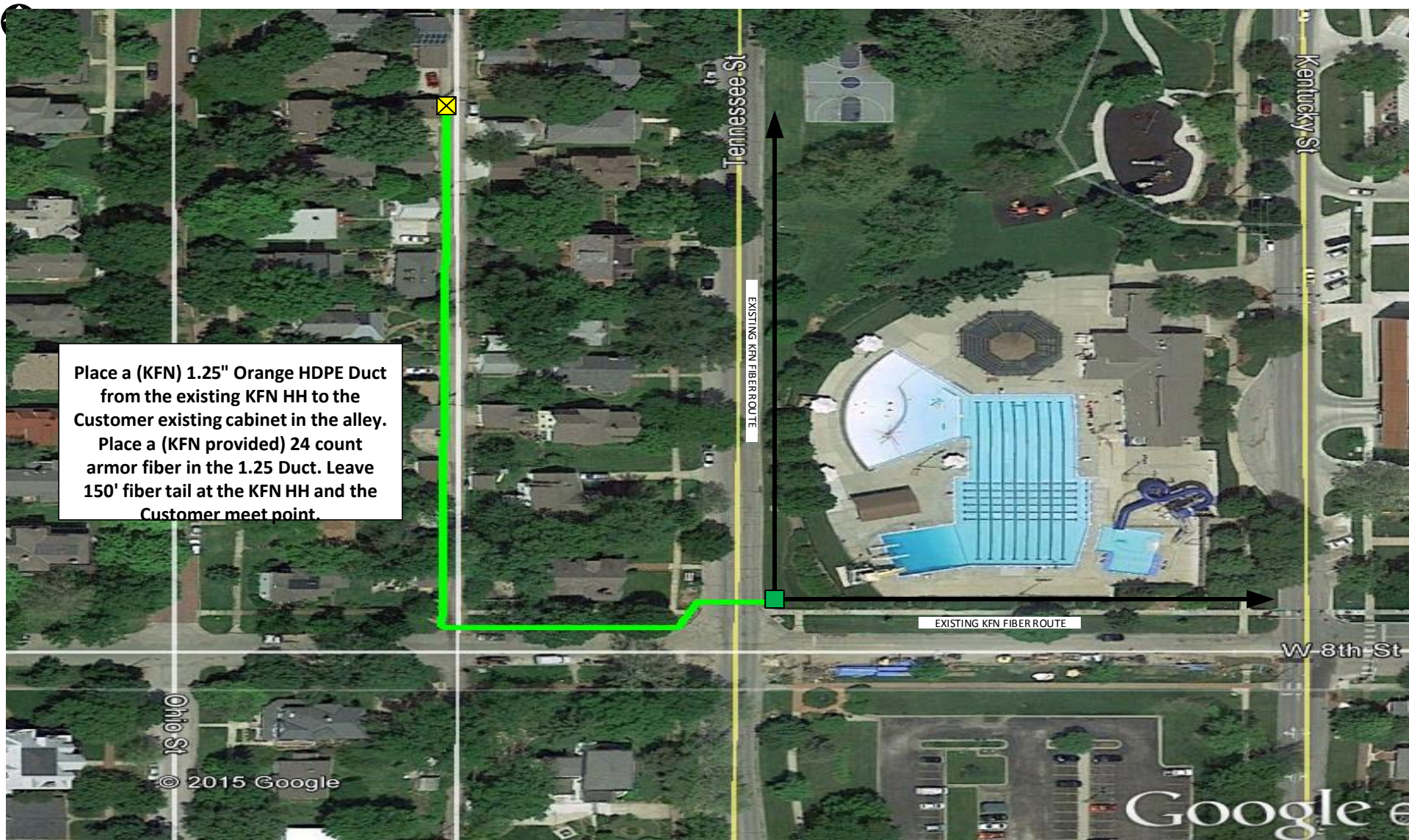






Exhibit C



-  Existing City HH Facility 1067
 -  New KsFiberNet HH
 -  Existing City Fiber Route
 -  New KsFiberNet Route 1.25" HDPE / fiber
- NOT TO SCALE

