

**APPROVING A SECOND ADDENDUM TO THE NON-EXCLUSIVE LICENSE AGREEMENT FOR THE INSTALLATION OF UNDERGROUND FIBER OPTIC FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY (DATED JUNE 15, 2010) FOR THE EXPANSION OF THE ANNIE GLIDDEN NORTH BROADBAND INFRASTRUCTURE PROJECT.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City is a recipient of Community Development Block Grant ("CDBG") CARES Act (CDBG-CV) funds which may be used to fund eligible broadband infrastructure installation and delivery to low-income communities served by CDBG funds; and

**WHEREAS**, Syndeo Networks, Inc. ("Syndeo") constructs, installs, maintains, owns, and operates a fiber optic cable network in and around the DeKalb/Sycamore area; and

**WHEREAS**, on April 26, 2010, the City's corporate authorities adopted Resolution 2010-025 granting Syndeo's predecessor-in-interest a non-exclusive license for the installation of underground fiber optic facilities within the City's public right-of-way (the "License Agreement"); and

**WHEREAS**, the License Agreement provides that the City and Syndeo may enter into additional terms and conditions by a duly executed addendum; and

**WHEREAS**, the City and Syndeo desire to provide expanded broadband infrastructure installation and delivery to the Annie Glidden North area (the "AGN Broadband Project"), subject to the terms and conditions set forth in the same or substantially similar form as the Addendum attached hereto and incorporated herein as Exhibit A (the "Addendum"); and

**WHEREAS**, the City's corporate authorities find that it is in the best interests of the City's welfare, public health, and safety to approve the Addendum for the AGN Broadband Project pursuant to this Resolution; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The recitals set forth in the preamble are true, material and incorporated herein by reference as Section 1 to this Resolution.

**SECTION 2:** The City's corporate authorities approve the Addendum in the same or substantially similar form as the Addendum attached hereto and incorporated herein as Exhibit A. The City's corporate authorities authorize and direct the Mayor to execute the Addendum, subject to such changes as shall be acceptable to him with the recommendation of City Staff and the City Attorney, and for the Mayor and City Manager, or their respective designees, to perform all acts which may be necessary to effectuate the Addendum.

**SECTION 3:** This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or

regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** This resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 22<sup>nd</sup> day of March 2021 and approved by me as Mayor on the same day.. Passed by a 7-0-1 roll call vote. Aye: Morris, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Absent: Finucane.

**ATTEST:**

  
RUTH A. SCOTT, Executive Assistant

  
JERRY SMITH, Mayor



**EXHIBIT A**

**(ADDENDUM TO NON-EXCLUSIVE LICENSE AGREEMENT FOR THE INSTALLATION OF UNDERGROUND FIBER OPTIC FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY DATED JUNE 15, 2010)**

**ADDENDUM TO THE NON-EXCLUSIVE LICENSE AGREEMENT FOR THE  
INSTALLATION OF UNDERGROUND FIBER OPTIC FACILITIES WITHIN THE  
PUBLIC RIGHT-OF-WAY DATED JUNE 15, 2010 (AGN BROADBAND PROJECT)**

THIS ADDENDUM is entered into this 22<sup>nd</sup> day of March, 2021, by and between the City of DeKalb, an Illinois home rule municipal corporation (the "City" or "Grantor"), and Syndeo Networks, Inc., an Illinois corporation (the "Grantee" or "Syndeo"), pursuant to Section B.2 of that certain NON-EXCLUSIVE LICENSE AGREEMENT FOR THE INSTALLATION OF UNDERGROUND FIBER OPTIC FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY dated June 15, 2010 (the "License Agreement"). Pursuant to said Section B.2, the terms and conditions hereinafter set forth shall become binding upon the parties as if fully incorporated into said License Agreement, from and after the date hereof.

**TERMS AND CONDITIONS:**

**Project Scope – Agreement Addendum**

Syndeo Equipment augment to increase single strength modifications to the Annie Glidden North Broadband Project::

- Syndeo will upgrade network equipment, WiFi equipment and associated hardware to support the signal strength.
  - Syndeo will be upgrading WiFi Radios from 24 to 48-volt radios. Additionally, utilizing high gain radio with dual band capabilities.
  - Upgrading GPON CPEs to support additional radio equipment
  - Upgrading Power Controller to be within green specifications but should be able to accommodate additional power need form 24v to 48v.
  - Additional APs from original 22 proposed light poles.
  - Additional GPON capacity increased form original 2.5Gbps to 5Gbps using additional OLT.

Location of Infrastructure: Starting at Crane Drive and ending at the south-west corner of Dresser Road and Normal Road (Tentative map in Exhibit A)

**OTHER TERMS AND CONDITIONS:**

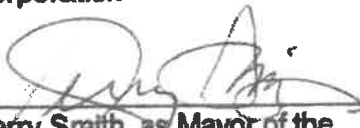
Subject to the availability of the City's Community Development Block Grant CARES ACT ("CDBG-CV") funds for this expansion of the Annie Glidden North Broadband Project (the "AGN Broadband Project"), the City shall pay Syndeo the following:

(1) a non-recurring charge of \$100,000.00 (One Hundred Thousand Dollars & Zero Cents) for network upgrades, engineering, and associated labor.

(2) total cost of improvements is \$162,000. Syndeo will contribute \$62,000 to complete the upgrade.

**Grantor:**

**City of DeKalb, an Illinois municipal  
corporation**

  
\_\_\_\_\_  
**Jerry Smith, as Mayor of the  
City of DeKalb**

**Grantee:**

**Syndeo Networks, Inc., an Illinois  
corporation**

  
\_\_\_\_\_  
**Amit Patel, as Chief Executive Officer of  
Syndeo Networks, Inc.**



Syndeo Networks, Inc.  
PO Box 833  
St. Charles, IL. 60175  
Phone: (630) 457-4218  
Fax: (630) 457-4240  
[www.syndeonetwork.com](http://www.syndeonetwork.com)

## **City of DeKalb Annie North Project**

### **Fiber, Lighting, and WiFi Access**

#### **Project Scope – Agreement Addendum**

Syndeo Equipment augment to increase single strength modifications:

- Syndeo will upgrade network equipment, WiFi equipment and associated hardware to support the signal strength.
  - Syndeo will be upgrading WiFi Radios from 24 to 48-volt radios. Additionally, utilizing high gain radio with dual band capabilities.
  - Upgrading GPON CPEs to support additional radio equipment
  - Upgrading Power Controller to be within green specifications but should be able to accommodate additional power need form 24v to 48v.
  - Additional APs from original 22 proposed light poles.
  - Additional GPON capacity increased form original 2.5Gbps to 5Gbps using additional OLT.
- Alongside network upgrades, engineering and associated labor. Additional cost would be around \$162,000. Syndeo will be contributing \$62,000, and is asking for additional \$100,000 from City of Dekalb.



**RESOLUTION 10-25**

**Passed April 26, 2010**

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS, TO SIGN A NON-EXCLUSIVE LICENSE AGREEMENT WITH DEKALB FIBER OPTIC FOR THE INSTALLATION OF UNDERGROUND FIBER OPTIC FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY.**

**WHEREAS**, the City of DeKalb wishes to memorialize the terms and conditions under which it will grant the non-exclusive right to install Fiber Optic Facilities within its public right-of-way to DeKalb Fiber Optic L.L.C.; and,

**WHEREAS**, the City of DeKalb and DeKalb Fiber Optics (DFO) have agreed that upon the grant of such non-exclusive license to install Fiber Optic Facilities within the City's public right-of-way, DFO shall supply, install and grant to the City of DeKalb the exclusive use of four (4) fiber optic strands where DFO has Fiber Optic Facilities within the corporate limits of the City of DeKalb; now,

**THEREFORE BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, as follows:

**Section 1.** That the Mayor of the City of DeKalb be authorized and directed to execute a non-exclusive Agreement with DeKalb Fiber Optic for the non-exclusive use of the City's public right-of-way to construct, operate, maintain, improve, supplement and/or remove such Fiber Optic Facilities as may be approved in writing from time to time by the City of DeKalb's City Engineer, a copy of which is attached hereto and made a part hereof as Exhibit "A".

**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a regular meeting thereof held on the 26<sup>th</sup> day of April, 2010 and approved by me as Mayor on the same day. Passed by omnibus roll call vote on the consent agenda: 8-0. Aye: Simpson, Teresinski, Verbic, Gallagher, Naylor, Baker, Kammes, Povlsen.

**ATTEST:**

  
STEVEN C KAPITAN, City Clerk



  
KRIS POVLSSEN, Mayor



**NON-EXCLUSIVE LICENSE AGREEMENT FOR THE  
INSTALLATION OF UNDERGROUND FIBER OPTIC FACILITIES  
WITHIN THE PUBLIC RIGHT-OF-WAY**

THIS LICENSE AGREEMENT, for the installation of underground fiber optic facilities within the public right-of-way, is made by and between the CITY OF DEKALB (hereinafter referred to as "Grantor") and DeKalb Fiber Optic, L.L.C. (hereinafter referred to as "Grantee").

WHEREAS, the Grantor wishes to memorialize the terms and conditions under which it will grant the non-exclusive right to install Fiber Optic Facilities within its public right-of-way to the Grantee; and

WHEREAS, the Grantor and Grantee have agreed that upon the grant of such non-exclusive license to install Fiber Optic Facilities within the Grantor's public right-of-way, Grantee shall supply, install and grant to Grantor the exclusive use of four (4) fiber optic strands where Grantee has Fiber Optic Facilities within the corporate limits of Grantor;

NOW, THEREFORE, the parties agree and covenant as follows:

**A. GENERAL RECITALS AND DEFINITIONS**

1. That the recitals hereinabove set forth are adopted and incorporated as though fully set forth.

2. The Grantor is the City of DeKalb, an Illinois municipal corporation.

3. The Grantee is DeKalb Fiber Optic, L.L.C., an Illinois limited liability company, its affiliates, licensees, successors and assigns.

4. Definitions:

a. **Fiber Optic Facilities:** Equipment consisting of fiber optic and other cables, wires, conduits, hand holes, manholes, boxes, fixtures, support pads, housings, cabinets and other facilities, equipment and improvements for the transmission of electricity and various communication signals useful and necessary for the sale and provision of voice, video, data and/or other information or communication services, all of which are located above and below ground. For the purposes of this Agreement, hand hole structures shall be required to withstand a minimum vertical and lateral live load of 8,000 pounds. The minimum depth for the installation of all underground Fiber Optic Facilities shall be thirty-six (36) inches, unless otherwise approved by the Grantor's City Engineer.

b. **License:** A non-exclusive grant to use the Grantor's public right-of-way to construct, operate, maintain, improve, supplement and/or remove such

Fiber Optic Facilities as may be approved in writing from time to time by the Grantor's City Engineer.

c. **License Areas:** The Grantor's public rights-of-way under, upon and across which such Fiber Optic Facilities may be installed, upon the written approval of the Grantor's City Engineer.

**B. REPRESENTATIONS, WARRANTIES, COVENANTS AND RESTRICTIONS**

1. **General Grantor Covenants:** The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the public right-of-way and has full right and power to enter into this Agreement and to grant and convey the rights conveyed hereby. The Grantor shall grant such approval for installation of Fiber Optic Facilities in its public right-of-way upon submission of proper plans and drawings to the City Engineer, who shall review the same and grant or refuse permission for said license, based upon their compliance with generally accepted engineering and design principles, and based upon the Grantor's comprehensive plan for Fiber Optic Facilities, except that the absence of a written comprehensive plan for Fiber Optic Facilities shall not prevent the approval by said City Engineer. The Grantor shall not construct or permit the construction of improvements in the License Areas or change the finish grade of the License Areas without advance notice to J.U.L.I.E. In the event that Grantor or an agent of Grantor damages, by reason of negligence, any portion of the Fiber Optic Facilities, Grantor agrees to reimburse Grantee the cost incurred to repair any such damage. Grantor agrees that Grantee shall have the right, but not the obligation, to remove or trim such trees and brush in the License Areas and to remove any other item or improvement within the License Areas as Grantee may deem appropriate to protect the operation of the Fiber Optic Facilities, provided Grantee shall first notify Grantor of said obstruction and obtain Grantor's written approval to (1) remove said obstruction, or (2) at the option of Grantor, to construct a circuitous routing around the obstruction.

2. **Specific Covenants:** In addition to the foregoing "General Grantor Covenants", the parties may from time to time enter into additional terms and conditions for all or a portion of the License Area, which terms and conditions shall be in writing and executed by both parties. The City Engineer shall be authorized to execute any such writing on behalf of Grantor. Said writing shall be substantially similar to that shown in Exhibit A. In such event said additional terms and conditions shall be binding as if fully incorporated herein, but only for that portion of the License Area as specified in said writing.

3. **Construction Coordination:** Grantee agrees that, as a material condition of maintaining the rights given in this Agreement, it will, at all times, be and remain a member of J.U.L.I.E., to assure marking in advance of construction work by Grantee and also to assure other utilities (including Grantor) that Grantee's underground cable and other appurtenances shall be marked by an authorized locating company. Grantee agrees to coordinate with the Grantor for all construction, installation, operation, maintenance, repair, renewal and/or removal of the Fiber Optic Facilities. Grantee further agrees to notify the Grantor of all maintenance and repair work and shall commence work only after obtaining permission from the Grantor, with the exception of emergency repair. Permission shall not be unreasonably withheld by the Grantor.

4. Post-construction Restoration: Grantee covenants and agrees to restore, at its sole cost and expense, and subject to the improvement permitted herein, the License Areas, including all improvements and landscaping thereon, and all adjacent areas that are damaged by Grantee, Grantee's agents or representative, and any third parties contracted by Grantee during the construction, installation, operation, maintenance, repair, renewal and/or removal of the Fiber Optic Facilities to the original condition of the License Areas immediately preceding the commencement of the work performed thereon and, further, the surface shall be restored to its prior condition and any landscape areas shall be landscaped with any exposed improvements adequately screened, all to Grantor's reasonable specifications in accordance with the terms of the License Agreement. Any such restoration shall be commenced within five (5) days following Grantee's completion of any work it may from time to time perform and shall be completed in accordance with Paragraph 5 following, to the reasonable satisfaction of Grantor, with reasonable time following Grantee's completion of the work, and failure to do so shall constitute breach of this Agreement. Grantee shall contact Grantor if any underground tile, piping, electrical, or other items are damaged as a result of construction, installation, operation, maintenance, repair, renewal and/or removal of the Fiber Optic Facilities and Grantee will repair and restore damaged items to their proper working order promptly at Grantee's cost.

5. Construction Quality: Grantee agrees to perform all work involved in the construction of Grantee's Fiber Optic Facilities in a good and workmanlike manner and in compliance with applicable federal, state and local statutes, regulations, ordinances and other laws, taking reasonable safety precautions and with the entire cost and expense thereof to be assumed by Grantee, unless otherwise agreed by Grantor.

6. Permits: Grantee represents and warrants to Grantor that Grantee, without cost to Grantor, shall procure all necessary construction permits and governmental authorizations required for installation of the Fiber Optic Facilities within the License Area.

7. Ordinary Liability: Grantee assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the use of the License Areas, and Grantee's Fiber Optic Facilities (including, without limitation, any such loss, injury or damage due to the construction, operation and related maintenance and removal, if any, of the improvements thereto) by Grantee, its agents, employees and contractors, and those claiming through any of them (collectively, the "Grantee Group"). Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, its beneficiaries and its respective board members, administrators, employees, agents, mortgagees, licensees, contractors, guests and invitees (and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees), subsidiaries, affiliates, successors, grantees and assigns (collectively the "Grantor's Indemnities") from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, cost and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Grantor's Indemnities in connection therewith) and for damage, destruction or theft or loss of use of property, that may arise from activities or

operation on, or the use of the License Areas, and Grantee's Fiber Optic Facilities (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses that may arise as a result of the construction and related operation, maintenance, or removal, if any) by Grantee Group. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor's Indemnities from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by Grantors' Indemnities in connection therewith) and for any and all loss of life, injury to persons or damage to property or loss of use of property which is directly or indirectly due to the activities or operation on or use of the License Areas or Grantee's Fiber Optic Facilities (including, without limitation, any such loss, injury or damage due to the construction, operation, maintenance, or removal activities) by the Grantee Group and also with respect to any breach by Grantee of the terms of this License Agreement.

8. Insurance: Grantee agrees, in the event Grantee utilizes any third party contractor to perform any work, Grantee shall cause the contractor to add Grantor, its beneficiaries, agents, board members and employees on any liability policies and shall require that such insurance be primary in the event of any occurrence in connection with performance of the work. Grantee agrees to provide proof of insurance for the third party at least in the amount of Two Million Dollars (\$2,000,000) or the statutory amount required for contractors by the State of Illinois, whichever is greater. Grantee shall cause to be carried at all times adequate workers compensation, vehicle liability and Two Million Dollars (\$2,000,000.00) general liability insurance with respect to the installation of the Fiber Optic Facilities, and the use of the License Areas, Grantee's Fiber Optic Facilities, or other activities by the Grantee Group. Upon receipt of Grantor's written request, Grantee agrees to deliver copies of such policies or certificates of insurance to the Grantor, showing Grantor Indemnities as additional insureds.

9. Liens: Grantee shall not permit any lien to stand against the License Areas, Grantee's Fiber Optic Facilities or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the License Areas or Grantee's Fiber Optic Facilities at the direction or sufferance of any member of the Grantee Group. In the event of any such lien attaching to the License Areas, Grantee's Fiber Optic Facilities or any improvements thereon, Grantee shall cause such lien to be released promptly after Grantee receives notice of such lien, provided that Grantee may dispute a lien in good faith provided that Grantee promptly furnishes Grantor with a bond or like insurance indemnity which protects Grantor from enforcement of such lien. Failure by Grantee to comply with the prior sentence shall constitute a breach of the License Agreement.

10. Reservations and Limitations: Subject to the further terms of this Agreement, Grantor reserves the following rights with respect to the License Areas so long as the exercise by Grantor of such rights does not unreasonably interfere with Grantee's use of the License Areas for the purposes herein granted:

- a. the right to use the surface areas of the License Areas and the non-exclusive right to use the subsurface areas of the License Areas for any reason and in

such a manner as Grantor shall deem proper, in its sole discretion; provided, however, that in no event shall Grantor (or Grantor's successors or assigns) cause or permit installation of any type of fiber optic line(s) or facilities over, upon or under the License Area;

- b. the right to grant additional utility and other easements to cross over, upon and under the License Areas; provided, however, that in no event shall Grantor (or Grantor's successors or assigns) cause or permit installation of any type of fiber optic line(s) or facilities over, upon or under the License Areas that unreasonably interferes with the License Area; and
- c. the right at any time and from time to time, whether in conjunction with the operation of the License Areas or otherwise to relocate the License Areas (or portions thereof) to a different portion of the public right-of-way, subject however to the prior written approval of Grantee, which approval Grantee may withhold only if the relocation shall unreasonably interfere with Grantee's use of the License Areas for the purposes herein granted. By no later than twenty (20) days after receipt by Grantee of written notice from Grantor describing an intended relocation, Grantee shall deliver to Grantor in writing Grantee's approval of the relocation or Grantee's disapproval, which disapproval shall be accompanied by a written statement specifying the reasons therefore. Grantee's failure to respond within said twenty (20) day period shall be deemed to mean that Grantee approves the relocation. Grantee shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish said relocation, including, without limitation, the release of the License granted herein for that License Area and the granting of a new License on the same terms as herein for a new License Areas.

### **C. GENERAL COVENANTS AND AGREEMENTS OF THE PARTIES**

1. **Legal Proceedings:** In the event that legal proceedings are brought by either party to enforce the terms of this License Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in connection therewith, as determined by the Court. The parties agree that in the event of any breach of this License Agreement, no party shall be entitled to recover from the other any incidental, consequential or special damages.

2. **Binding Effect:** All provisions of this License Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the License Areas. Nothing herein shall be construed as a franchise or other legal obligation from the Grantor to the Grantee to install and maintain fiber optic service within the corporate limits of the Grantor.

3. **Entirety of Agreement:** Except as otherwise expressly set forth in this License Agreement, this License Agreement embodies the entire understanding of the parties and there

are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The terms "Grantor" and "Grantee" as used herein shall be deemed to include any and all successors, grantees, assigns, licensees and affiliates of such parties and their respective successors, grantees, assigns, licensees and affiliates.

4. Notices: Except as otherwise expressly set forth in this License Agreement, the notices and other communications given pursuant to this License Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the second day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Grantor: City of DeKalb  
Attn: City Manager  
200 South Fourth Street  
DeKalb, IL 60115

If to Grantee: DeKalb Fiber Optic, LLC  
1626 DeKalb Avenue  
Sycamore, IL 60178

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions of this paragraph.

5. Grantee's Breach: If Grantee breaches any provision in this License Agreement and fails to cure any such breach within ten (10) days after written notice thereof, Grantor shall have the right, but not the obligation, to perform same and Grantee shall reimburse Grantor for the cost thereof, together with interest accruing thereon at an annual rate of interest equal to fifteen (15%) percent from and after the date of Grantor's demand therefore until the date of Grantor's receipt of full payment therefore, in addition to any other right or remedy available at law or in equity.

6. Inducement: Except as otherwise expressly set forth in this License Agreement, Grantee acknowledges that Grantee has not been induced in the making, execution and delivery of this Agreement by any representations, statements, warranties or agreements of Grantor.

7. Interference: Grantee hereby agrees not to interfere with the use of any existing license or easement on, under, above or across the public right-of-way or the License Areas. Furthermore, Grantee hereby agrees not to interfere with the use of any easement or license hereafter granted in accordance with the terms of paragraph B10. of the Representations, Warranties Covenants and Restrictions section of this License Agreement on, under, above or across the public right-of-way or the License Areas or with any other use of the public right-of-way or the License Areas so long as such easement, license, the use thereof or any other use does not materially interfere with the Grantee's rights hereunder.



WE HAVE HEREUNTO set our hands and seals to duplicate originals of this License Agreement this 15TH day of JUNE, 2010.

**GRANTOR:**

**City of DeKalb, an Illinois  
Municipal Corporation**

  
Kris Povlsen, Mayor



**GRANTEE:**

**DeKalb Fiber Optic, L.L.C., an Illinois  
Limited Liability Company**

  
Daniel W. Halverson, Manager

**ATTEST:**

  
Steven Kapitan,  
City Clerk

**Exhibit A**

**Form for Specific Terms and Conditions**

THIS ADDENDUM is entered into this 15<sup>th</sup> day of JUNE, 2010, by and between the CITY OF DEKALB (hereinafter, "Grantor") and DeKalb Fiber Optic, LLC (hereinafter, "Grantee"), pursuant to Section B. 2. of that certain NON-EXCLUSIVE LICENSE AGREEMENT FOR THE INSTALLATION OF UNDERGROUND FIBER OPTIC FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY (hereinafter, the "License Agreement") entered into by the parties on JUNE 15, 2010. Pursuant to said Section B. 2., the terms and conditions hereinafter set forth shall become binding upon the parties as if fully incorporated into said License Agreement, from and after the date hereof.

**TERMS AND CONDITIONS: (check #1 or #2 below)**

☐ **1. Exchange of infrastructure**

From *Grantor*: 12 strands of single mode

Location of infrastructure: Starting at the joint handhole at 7<sup>th</sup> and Oak street in DeKalb and ending at The City of DeKalb Water Department handhole on Market Street

From *Grantee*: 12 strands of single mode fiber

Location of infrastructure: from the City of DeKalb Water Department handhole on Market Street to the DFO handhole on the north-west corner of Peace and Barber Greene road

☐ **2. Other terms and conditions**

**GRANTOR:**  
City of DeKalb, an Illinois

Joel C. Maurer  
City Engineer

**GRANTEE:**  
DeKalb Fiber Optic, LLC

Daniel A. Hersh  
Manager



**Exhibit B**

**Form for Specific Terms and Conditions**

THIS ADDENDUM is entered into this 15<sup>TH</sup> day of JUNE, 2010, by and between the CITY OF DEKALB (hereinafter, "Grantor") and DeKalb Fiber Optic, LLC (hereinafter, "Grantee"), pursuant to Section B. 2. of that certain NON-EXCLUSIVE LICENSE AGREEMENT FOR THE INSTALLATION OF UNDERGROUND FIBER OPTIC FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY (hereinafter, the "License Agreement") entered into by the parties on JUNE 15, 2010. Pursuant to said Section B. 2., the terms and conditions hereinafter set forth shall become binding upon the parties as if fully incorporated into said License Agreement, from and after the date hereof.

**TERMS AND CONDITIONS: (check #1 or #2 below)**

☐ **1. Exchange of infrastructure**

From *Grantor*: Duct space for fiber override


Location of infrastructure: Starting at the joint handhole at 7<sup>th</sup> and Oak street in DeKalb and ending at The City of DeKalb Water Department handhole on Market Street

From *Grantee*: 4 Strands of single mode fiber

Location of infrastructure: Starting at the joint handhole at 7<sup>th</sup> & Franklin Street, and ending at the Illinois State Toll Highway Authority handhole at I-88 and Route 23

☐ **2. Other terms and conditions**

**GRANTOR:**  
City of DeKalb, an Illinois

  
\_\_\_\_\_  
City Engineer

**GRANTEE:**  
DeKalb Fiber Optic, LLC

  
\_\_\_\_\_  
Manager