

**AMENDMENT NUMBER 1 TO  
FIBER AND CONDUIT USE AGREEMENT**

This Amendment Number 1 (“Amendment”) is to the agreement between the City of Ann Arbor, (“City”) and the Ann Arbor Downtown Development Authority, (“Contractor”) for Fiber and Conduit Use, which is dated October 5, 2017 (“Agreement”). City and Contractor agree to amend the Agreement as follows:

- 1) Exhibit A is deleted and replaced with the following Exhibit A, which is attached hereto.

This Amendment shall be effective on the following date: December 1, 2020.

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

City and Contractor agree that for this Amendment and any documents related to the Agreement: 1) signatures may be delivered electronically in lieu of an original signature; 2) to treat electronic signatures as original signatures that bind them; and 3) signatures may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

This Amendment to the Agreement shall be binding on the Parties’ heirs, successors, and assigns.

**[SIGNATURE PAGE FOLLOWS]**

For Contractor

By Maura Roman

Its:  
Date: 12/14/2020

For City of Ann Arbor

Tom Crawford

01/06/2021

TOM CRAWFORD, CITY ADMINISTRATOR

Date: \_\_\_\_\_

Approved as to substance

Tom Shewchuk

01/04/2021

TOM SHEWCHUK, INFORMATION TECHNOLOGY

Approved as to form and content

Stephen K. Postema

01/06/2021

STEPHEN POSTEMA, CITY ATTORNEY

**Exhibit A**  
**Grantee Lateral Locations, Route, and Contact Information**

All lateral FON locations will traverse the entire main fiber ring and pass through each city data center. Each strand provided below is Dark Fiber, is the responsibility of Grantee to light. The Grantor FON cable will terminate in the patch panel of each of the locations below. Grantee shall notify Grantor in writing of any changes to the contact name(s), email(s) or telephone number(s).

<b>Total Fiber Pairs Serving all Locations:</b>	<b>1</b>
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<b>LOCATION A</b>	
<b>Site Name</b>	Downtown Development Authority, Forest Ave. Parking Structure
<b>Street Address</b>	650 S Forest Ave.
<b>City, St, Zip</b>	Ann Arbor, MI 48104
<b>Site Contact</b>	Jada Halbrock
<b>Site Contact Email</b>	jhalbrock@a2dda.org
<b>Site Contact Phone</b>	734-567-8025
<b>Number of fiber strands</b>	2

<b>LOCATION B</b>	
<b>Site Name</b>	Downtown Development Authority, Maynard St. Parking Structure
<b>Street Address</b>	324 Maynard St.
<b>City, St, Zip</b>	Ann Arbor, MI 48104
<b>Site Contact</b>	Jada Halbrock
<b>Site Contact Email</b>	jhalbrock@a2dda.org
<b>Site Contact Phone</b>	734-567-8025
<b>Number of fiber strands</b>	2

<b>LOCATION C</b>	
<b>Site Name</b>	Downtown Development Authority, Ann/Ashley Parking Structure
<b>Street Address</b>	220 N. Ashley St.
<b>City, St, Zip</b>	Ann Arbor, MI 48104
<b>Site Contact</b>	Jada Halbrock

<b>Site Contact Email</b>	jhalbrock@a2dda.org
<b>Site Contact Phone</b>	734-567-8025
<b>Number of fiber strands</b>	2