

## AMENDMENT TO FIBER OPTIC MASTER LICENSE AGREEMENT

This Amendment Agreement (the "Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between the City of Aurora ("City" or "Aurora"), a municipal corporation of the counties of Arapahoe, Adams, and Douglas, State of Colorado, with a mailing address at 15151 E. Alameda Parkway, Aurora, Colorado 80012, and Company Name, ("") a \_\_\_\_\_ company sometimes jointly referred to herein as the ("Parties").

WHEREAS, the City and Company Name entered into a Master License Agreement dated Recorded Date, and recorded in the Arapahoe County Clerk and Recorder's office at Reception No. CD#####; and

WHEREAS, Aurora is authorized under the Colorado Constitution and State Statutes, to grant a license to use City right-of-way for such purposes and authorized to grant a license to use City right-of-way for such purposes and charge fees reasonable related to costs incurred.; and

WHEREAS, Company Name has requested, and the City has agreed, to amend the Master License Agreement to permit revision of the routes and distances of facilities in City right-of-way along their build at the following locations as shown on Exhibit A, attached hereto and made a part hereof by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and set forth in the Master License Agreement, the Parties hereby agree as follows:

Section 1. The Master License Agreement, Section 1.2 and Exhibit A, is hereby amended to permit revision of the routes and distances of the Telecommunications facilities within City right-of-way as described to include the route shown on Exhibit A attached hereto and made a part hereof by reference.

Section 2. Company Name shall pay to City a fee of **\$549.00** prior to execution of this Amendment.

Section 3. The term of this Amendment shall run concurrently with the term of the Master License Agreement and shall terminate simultaneously with the Master License Agreement. Any and all provisions of the Master License Agreement not expressly amended herein and not otherwise inconsistent herewith, shall remain in full force and effect. Except as expressly amended herein, all provisions of the License Agreement shall apply to the subject matter of this Amendment, including without limitation, all rules and provisions regarding safety and installation of the Additional Facilities.

Section 4. Section 6.2 of the License Agreement is hereby amended to include that Company Name agreement to relocate its facilities as set forth therein is without

prejudice to Company Name ability to seek any federal, state or other funding available to pay, in whole or in part, for such relocation.

Section 5. Section 12.1 of the License Agreement is amended to incorporate by reference sections 126-504, 126-505 and 126-506 of Aurora's Code of Ordinances. To the extent of any conflict between Section 12.1 of the License Agreement and sections 126-504, 126-505 and 126-506 of Aurora's Code of Ordinances, sections 126-504, 126-505 and 126-506 of Aurora's Code of Ordinances shall control.

Section 6. Section 13 of the License Agreement is hereby amended to include the licensing of facilities included in the attached Exhibit A.

Section 7. Section 15 of the License Agreement is hereby amended to update the contact information for Company Name to:

Company Name.

Section 8. Any and all provisions of the Master License Agreement not expressly amended herein and not otherwise inconsistent herewith, shall remain in full force and effect. Except as expressly amended herein, all provisions of the Master License Agreement shall apply to the subject matter of this Amendment, including, without limitation, all rules and provisions regarding safety and installation of additional facilities.

WHEREFORE, the Parties have caused their duly authorized officials to sign and execute this Amendment on the date first above written.

#### RECORDATION

Following execution of this Agreement by both parties hereto, the City shall cause this Agreement to be recorded with the County Clerk and Recorder's Office in Arapahoe County, Colorado.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written

Signatures on following Page:

**APPROVED:**  
CITY OF AURORA, COLORADO,  
a municipal corporation

Approved as to Form:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Senior Assistant City Attorney

Reviewed by:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: City Engineer

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Development Land Services Manager

Company Name:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

RSN #	Job #	In Date	Folder Name	Folder Description