



January 23, 2012

Dean Busch, IT Director  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

Dear Dean:

**Re: Connectivity Services Agreement with Community Anchor Institution(s) for  
Broadband Services at Co-location Service Site(s)  
Contract #2011-0106**

Enclosed for your records is a fully executed copy of the above-referenced agreement between Anoka County and the City of Ramsey for the Connect Anoka County Project.

Thank you for your participation in the project. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "David J. Minke". The signature is written in a cursive style with a large initial "D".

David J. Minke  
Project Manager

DJM/kk  
Enclosure

cc: Kathryn Timm, Assistant County Attorney  
Carrie Johnson, IT

**Connectivity Services Agreement  
With Community Anchor Institution(s)  
For Broadband Services  
At Co-location Service Site(s)**

This Agreement, entered into by and between:

1. **COUNTY of Anoka** (Anoka County), 2100 Third Avenue North, Anoka, Minnesota 55303; and
2. **City of Ramsey**, (Entity), 7550 Sunwood Dr. NW, Ramsey, Minnesota, 55303.

WHEREAS, ZAYO Bandwidth LLC (ZAYO) was recently awarded a grant from the National Telecommunications and Information Administration (NTIA) which is to be combined with matching funds from ZAYO and Anoka County to build a fiber optic network in Anoka County to provide high-speed broadband services to Community Anchor Institutions; and

WHEREAS, Anoka County has recently entered into a Master Fiber Indefeasible Right of Use (IRU) Agreement and a Wholesale Master Service Agreement with ZAYO in order to facilitate the purposes of the grant obtained by ZAYO; and

WHEREAS, Anoka County and ZAYO have identified multiple Community Anchor Institutions to be connected by the Core Backbone and Distribution Network which will comprise the fiber optic network; and

WHEREAS, Anoka County desires to arrange for co-location service sites at various Community Anchor Institutions which have been identified for the purposes of building the fiber-optic network; and

WHEREAS, Connectivity Services will become available to each of the Community Anchor Institutions at the co-location service sites as a result of the fiber-optic network built by Anoka County and ZAYO; and

WHEREAS, the Community Anchor Institutions will have the option of accepting Connectivity Services initially, or allowing the equipment to be installed and reserving the acceptance of Connectivity Services until a later time; and

WHEREAS, Entity is a community anchor institution which owns, leases, controls, rents or administers a designated co-location service site; and

WHEREAS, it is in the interest of Entity to work together with Anoka County to facilitate the construction of the ZAYO System in order to encourage the continued

deployment and availability of advanced and reliable telecommunications capabilities in Anoka County and access to such capabilities at affordable rates.

NOW, THEREFORE, the parties hereto agree as follows:

## I. DEFINITIONS

The parties agree to the following definitions for terms used in this Agreement:

- a) Community Anchor Institutions: quasi-government, government, educational and public safety institutions.
- b) Co-location service sites: designated physical sites located in various Community Anchor Institutions located in and around Anoka County. (See Attachment A.)
- c) ZAYO System: an integrated multi-cable, multi-ring fiber optic communication system comprised of cables and ducts, lateral connections, and the manholes and handholds located therein, and related equipment required to provide Connectivity Services as provided through the NTIA grant.
- d) Connectivity Services: As described in Article V.
- e) Underlying Rights: all deeds, IRUs, (exclusive or non-exclusive) easements, licenses, grants, contracts and other rights, titles and interests to use real property of any third person, which are reasonably necessary for the construction, placement, location, installation, operation, use, IRU, rental, maintenance, repair or replacement by ZAYO or Anoka County, as the case may be, of the ZAYO System, Ducts, County Equipment, Cable or County Dark Fibers to the co-location sites. (See specific identified rights for this Community Anchor institution in attachment I).
- f) IRU: Indefeasible Right of Use.
- g) Equipment: electronics, optronics, and other devices as necessary to deliver the Connectivity Services.
- h) Permitted use: Connectivity services shall only be used by Community Anchor Institutions for quasi-governmental, governmental, educational or public safety purposes and shall not be used to directly or indirectly compete with ZAYO in the commercial markets.
- i) ZAYO Staff: Employees, consultants, and other sub-contractors working under the direction of ZAYO to install and support the ZAYO System.

## **II. SCOPE OF SERVICES**

A. Anoka County will provide, through its contract with ZAYO, Connectivity Services to Entity through the fiber optic network built by ZAYO. Once the fiber optic network is built and the system is installed in the various co-location service sites, Anoka County, through its agreement with ZAYO, its successors and/or assigns, will provide ongoing support for the provision of Connectivity Services to Entity. Only site locations identified with fee amounts on Attachment A will receive Connectivity Services. Any mutually agreed changes to Connectivity Services will require a modification to Attachment A pursuant to section XII.

B. Entity shall provide space for a co-location service site where ZAYO, on behalf of Anoka County, can install equipment to be connected to the ZAYO system in order to build the Fiber Optic network. Entity shall provide Underlying Rights to the co-location site to ZAYO only pursuant to Minnesota Statutes Chapter 237 and local ordinances for the purpose of building the Fiber Optic network to the point of demarcation.

C. Nothing in this agreement affects or limits Entity's cable franchising authority or other authority to manage and regulate ZAYO's use of public rights of way.

## **III. COSTS AND COMPENSATION**

A. To the extent that Connectivity Services are used by Entity, Entity will pay Anoka County a monthly fee as detailed in Attachment A. Fees reflect the actual costs to provide the Connectivity Services. For entities receiving connectivity services, the initial fee is established at \$75.00 per month per site for 100 mbps and \$400.00 per month per site for 1 gbps. Fees will be periodically reviewed to reflect current costs, but will not be modified without the agreement of both parties. Initially the fees will primarily be used to pay the proportionate share of the county's match to the project. Once the proportionate share of this match is recovered, it is expected the fee amount will decrease if other factors remain constant. Fees will be invoiced starting the month

following when Connectivity Services begin. Entity will provide payment within 30 days of receipt of an invoice. Nonpayment shall be grounds for default.

B. Entity shall not charge Anoka County, or ZAYO through Anoka County, for the Underlying Rights in the co-location site used by Anoka County and ZAYO to build the Fiber Optic Network. Additionally, Entity shall not charge rent, access fees, lease payments, or any other fee to Anoka County or ZAYO for the co-location space provided for the installation and housing of Equipment provided for connectivity service for Entity.

#### **IV. PHYSICAL ACCESS TO CO-LOCATION SITE**

A. Entity shall provide co-location space at co-location service sites indicated on Attachment A where ZAYO, on behalf of Anoka County, can install Equipment to provide services. Security shall be maintained at the site as indicated in Attachment B. Entity shall provide adequate power and temperature control as may be further detailed on the service order Attachment B. Entity shall provide all Underlying Rights and rights of access necessary for ZAYO to enter the premises and to construct and maintain fiber connections across the co-location service site whether the site is owned, leased, rented or administered by Entity.

B. ZAYO, on behalf of Anoka County, shall provide, install, maintain, repair, operate and control its Equipment, as necessary. Unless specifically provided in Attachment A, there shall be no cost to Entity for the purchase and/ or installation of the ZAYO Equipment. Any ZAYO Equipment shall be maintained and replaced at no expense to Entity until the earlier of August 17, 2017, or this contract is otherwise terminated. Thereafter, if the ZAYO Equipment deteriorates, or no longer supports the provisioning of services, Entity agrees that it shall pay the prorata costs incurred in the replacement of such ZAYO Equipment.

C. ZAYO, through Anoka County, may request permission to place additional ZAYO Equipment at the co-location service site identified in Attachment A to solely service commercial customers. If Entity elects to allow such installation for commercial

service at the co-location service site, ZAYO shall pay to Entity \$250 per month for the first device, and \$100 per month for each additional device. No co-location fees will apply if ZAYO Equipment used to provide services to Entity and to Anoka County if such ZAYO Equipment is also used to serve a commercial customer.

D. The ZAYO Equipment shall remain the sole and exclusive property of ZAYO, and nothing contained herein shall give or convey to Entity any right, title or interest whatsoever in the ZAYO Equipment. The ZAYO Equipment shall remain personal property, notwithstanding that it may be or become attached to, or embedded in, realty. The ZAYO Equipment shall not be considered a fixture of that real property. Neither Anoka County nor Entity shall tamper with, remove or conceal any identifying plates, tags, or labels identifying ZAYO's ownership interest in the ZAYO Equipment.

E. Equipment and service beyond the point of demarcation and/or interconnection between ZAYO's facilities and Entity terminal Equipment and the wiring at the point of demarcation shall be the responsibility of the Entity.

F. Entity shall provide access to ZAYO on behalf of Anoka County to provide services for purposes of installation, maintenance and repair of ZAYO Equipment. ZAYO, on behalf of Anoka County, shall restrict access to the co-location site space to authorized ZAYO staff. ZAYO staff shall abide by any physical security requirements provided to ZAYO in writing. ZAYO shall make reasonable attempts to provide at least two days notice prior to entering the co-location site to install, maintain, or repair any of the ZAYO Equipment. If it is not reasonably possible to provide such notice, or in an emergency, ZAYO shall provide notice as soon as practicable, but in all events prior to entering the co-location site. See Attachments B and D.

G. If Entity provides its own Equipment, Anoka County, or ZAYO on Anoka County's behalf, shall have no obligation to install maintain or repair the Equipment. If, on responding to an Entity initiated service call, Anoka County, ZAYO and Entity jointly determine that the cause of the service delinquency was a failure, malfunction or the inadequacy of Entity's Equipment, Entity shall compensate Anoka County/ZAYO for ZAYO's actual time and materials expended during the service call.

H. Neither party shall adjust, align, attempt to repair, relocate or remove the other party's Equipment, or ZAYO's Equipment, except as expressly authorized in writing by the other party or ZAYO.

I. Prior to any installation of the ZAYO System, ZAYO will submit to Entity entrance and construction plans specifying the location, construction and method of installation related to the System. Entity shall respond to the plans with any objections as soon as reasonably possible, but in any event no later than 60 days. Entity shall immediately provide notice to ZAYO of known asbestos or other hazardous substances, pollutants or contaminants as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), Title 42, U.S. Code, or similar state or federal law.

J. Entity shall provide to Anoka County 24-hour contact information for the purpose of gaining co-location service site access. This information shall be used for both business hour and non-business hour services access. Entity will review and update the information provided as needed, but at least on an annual basis. See Attachment D.

K. Entity shall not arbitrarily or capriciously require ZAYO to relocate ZAYO Equipment. However, upon ninety (90) days written notice, or, in the event of any emergency, Entity may require ZAYO to relocate co-located ZAYO Equipment; provided, however, the site of relocations shall afford comparable environmental conditions for the ZAYO Equipment and a comparable accessibility to the ZAYO Equipment.

## **V. CONNECTIVITY SERVICE LEVEL REQUIREMENTS**

A. Anoka County, through its agreement with ZAYO, shall provide Connectivity Services to Entity at the capacity level indicated in Attachment A. Any upgrades to service will be dependent on costs of Equipment, fees to ZAYO, capacity limitations of the network, and other relevant factors. Entity recognizes that the network

has a total bandwidth of 10gbps on the core ring and 1gbps on distribution rings and distribution laterals. This total capacity is shared among other Community Anchor Institutions which are part of this project. Entity agrees to work with Anoka County to manage bandwidth and equitably resolve capacity issues on the network.

B. Dark fibers will be installed at each co-location service site as indicated in Attachment A. These dark fibers will be terminated at the site and are reserved for future use. This agreement neither contemplates nor conveys to Entity present or future rights to the use of the dark fiber. Any future use will be by a separate agreement and at an additional cost.

C. Entity may use the network only to provide service to itself, and agencies and departments of the Entity in keeping with the Permitted Uses of this Agreement.

D. Transport Availability: The transport services being provided will meet or exceed 99.999% network availability for protected optical service, 99.99% for protected TDM based services such as DS3s and DS1s and 99.9% for unprotected services as measured on a monthly basis. If Network Availability is below the percentage above in two out of the three preceding calendar months not due to an Excused Outage, the same shall constitute an event of default hereunder.

E. Ethernet Availability: The Ethernet Services being provided will meet or exceed 99.9% network availability for unprotected service and 99.95% for protected service as measured on a monthly basis. If Network Availability is below 99.9% for unprotected circuits and 99.95% for protected circuits in two out of the three preceding calendar months not due to an Excused Outage, the same shall constitute an event of default hereunder.

F. Mean Time To Repair (MTTR): ZAYO's MTTR will be four hours for protected services and eight hours for unprotected services as measured on a monthly basis for outages of the services provided or any part of the services provided; for example an individual DS3 or group of DS3s. If ZAYO's MTTR for all protected services is greater than four hours in two out of the three preceding months not due to a Force

Majeure Event such occurrence shall constitute an Event of Default on the part of ZAYO, on behalf of Anoka County, for the affected circuit.

## **VI. TERM**

This Agreement will be for a period commencing on the date of signing by both parties, and continuing until August 16, 2015 (Initial Term), with up to a total of three (3) renewal periods of additional five (5) years terms (Renewal Terms) upon written amendment. Both parties shall provide written notice of intent to renew this agreement not less than one hundred eighty days (180) before the end of the Initial Term or Renewal Term. For purposes of this agreement, written notices shall be sent to the addresses of each of the Parties as indicated above. Upon the termination or expiration of this Agreement, Anoka County shall have no further obligation to provide Services and no further liability to Entity. Upon termination or expiration of this agreement, ZAYO shall be provided a reasonable opportunity to retrieve its equipment from the co-location service site(s). At the request of the entity, ZAYO will remove equipment from individual terminated co-location sites within a mutually agreed time not to exceed 180 days. Upon termination of Entity's connectivity service from a co-location site, without terminating this entire agreement, ZAYO, at the request of the entity, shall remove its equipment from said co-location site within a mutually agreed time not to exceed 180 days and any underlying rights for that co-location site shall terminate with the removal without further action or notice by any party. Any underlying rights granted by the Entity under this Agreement shall terminate or expire with the Agreement without need for further action or notice by any party.

## **VII. INDEMNIFICATION**

To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, it's commissioners, council members, school board members, superintendents, directors, officers, employees and agents, successors and assigns, from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the indemnifying party's performance of its obligations and duties under

this Agreement except those damages, costs, expenses, and liabilities arising from the negligence or willful misconduct of the other party. The indemnified party shall promptly notify the other party in writing of any such law suit or claim.

Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, or any similar statutory limits on tort liability.

## **VIII. INSURANCE**

During the Initial Term, and during each renewal term, each party shall obtain and maintain not less than the insurance set forth in Attachment C.

## **IX. LIABILITY AND LIMITATIONS OF LIABILITY**

A. Entity shall be liable for any loss of or damage to the ZAYO Equipment at the co-location site caused by Entity's negligence, intentional acts, willful misconduct or unauthorized maintenance subject to statutory limits. Entity shall reimburse Anoka County on behalf of ZAYO for the reasonable cost of repair of the ZAYO Equipment, or the replacement thereof, within thirty (30) days after receipt by Entity of a written request for reimbursement.

B. Anoka County shall be liable for any loss of or damage to Entity's equipment caused by Anoka County or ZAYO's negligence, intentional act, willful misconduct or unauthorized maintenance. Anoka County shall reimburse Entity for the reasonable cost of repair of the equipment, or the replacement thereof, within thirty (30) days after a written request for reimbursement and ZAYO has reimbursed Anoka County for the loss or damage pursuant to Anoka County's Agreement with ZAYO. Anoka will make reasonable effort to pursue reimbursement on the Entity's behalf.

C. Anoka County shall not be liable for delays in installation, commencement or restoration of the service; for any temporary or permanent cessation of service; for errors, malfunctions, delays or defects in transmission of the service; for loss or damage

occasioned by a Force Majeure Event. Anoka County's liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall in no event exceed: 1) an amount equivalent to the proportionate charge by Anoka County to Entity for the period of service affected, or 2) if applicable, the replacement value of any Entity equipment which is lost or damaged as a result of Anoka County's gross negligence or willful misconduct.

D. ANOKA COUNTY NEITHER ASSUMES NOR MAKES ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, EXCEPT AS SET FORTH IN THIS AGREEMENT. SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

#### **X. FORCE MAJEURE**

Neither party individually and Anoka County on behalf of ZAYO shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each a "Force Majeure event"). The party claiming relief under this section shall notify the other party of the occurrence or existence of the Force Majeure event and of the termination of such event. In the event Anoka County through ZAYO is unable to deliver services as a result of a Force Majeure event which precludes ZAYO from performing, the other party shall not be obligated to pay for the services so affected for as long as ZAYO is unable to deliver the Services.

#### **XI. COMPLIANCE WITH LAWS**

In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of

such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the Parties to terminate this Agreement immediately upon delivery of written notice of termination.

## **XII. MODIFICATIONS**

Any material alterations, modifications, amendments, or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

## **XIII. DATA PRIVACY**

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the parties agree to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Government Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

All data created, collected, received, stored, used, maintained, or disseminated by the parties in performing this Agreement is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the parties must comply with the requirements of that statute. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the parties.

## **XIV. EARLY TERMINATION**

This Agreement may be terminated in entirety by either party at any time, with or without cause, upon One Hundred Eighty (180) days written notice delivered by mail or in person. If notices are delivered by mail, they shall be effective two days after mailing.

Termination of an Entity's connectivity service, and obligation to pay therefore, may be terminated on sixty (60) days written notice, as provided for in this agreement.

## **XV. DEFAULT AND REMEDY**

A. Default by Entity: Entity is in default of the agreement if Entity:

1) is more than 15 days past due in paying for services as agreed in this Agreement, or any invoice pursuant to its terms, excluding those amounts which Entity has notified Anoka County as reasonably being in dispute; or

2) materially fails to observe or perform any non-monetary obligation or covenant hereunder; or

3) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or similar law; or

4) violates the permitted uses.

In the event of default by Entity, notification of Default shall be sent to the address provided below in Section XVI. Entity shall have five days to cure a monetary breach, or thirty days to cure a non-monetary breach. If the Default remains uncured, Anoka County may suspend services until Entity remedies the Default, terminate or suspend services under this agreement and/or the applicable services being provided under the service order.

If Anoka County terminates this Agreement pursuant to this article of the Agreement, Anoka County shall have the right to seek full payment for amounts due for services rendered prior to the date of termination.

B. Anoka County shall be in default under this Agreement if it:

1) fails to arrange for ZAYO to provide the services in accordance with the Service Order (see Exhibit E) or otherwise fails to cure any breach of the Agreement after receiving written notice of default from Entity; or

2) defaults on its agreement with ZAYO and does not cure said default within five days for a monetary breach or thirty days of a non-monetary breach of that agreement; or

3) fails to notify Entity of default by ZAYO within five days of said Default, or fails to notify Entity that ZAYO has alleged that Anoka County is in Default, within five days of receipt of notification from ZAYO.

Notification of Default by Anoka County shall be sent to the address provided below in Section XVI. Anoka County shall have five days to cure a monetary breach and thirty days to cure a non-monetary breach of the agreement.

If Anoka County is caused to be in default of this agreement by the breach of ZAYO, Anoka County shall notify ZAYO in writing and allow ZAYO thirty days to cure, or such longer period of time as may be reasonably necessary to cure as long as the cure is initiated and diligently pursued within such thirty days or provide notice of a dispute about the existence such default. However, Entity and Anoka County may terminate this agreement upon written notice if ZAYO causes Anoka County to default by not meeting the terms of Article V. CONNECTIVITY SERVICE LEVEL REQUIREMENTS as noted above.

## **XVI. NOTICES**

Notices shall be sent to the parties at the following:

Anoka County:

Information Technology Director  
Anoka County Government Center  
Information Technology Department  
2100 Third Avenue North Ste. 300  
Anoka, Minnesota 55303

Entity:

\_\_\_\_\_  
City of Ramsey  
7550 Sunwood Dr. NW  
Ramsey, Minnesota 55303

## **XVII. AFFIRMATIVE ACTION**

In accordance with Anoka County's Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of

race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

#### **XVIII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.**

The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Agreement.

#### **XIX. WAIVER.**

The waiver of any of the rights and/or remedies arising under the terms of the Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of the Agreement. The rights and remedies provided or referred to under the terms of the Agreement are cumulative and not mutually exclusive.

#### **XX. GOVERNING LAW.**

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota, excluding the State of Minnesota's choice of law provisions. Jurisdiction and venue shall reside in the County of Anoka, Minnesota.

#### **XXI. SEVERABILITY.**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

#### **XXII. NO RIGHTS OF THIRD PARTIES.**

Except for specific provisions as related to ZAYO acting through the auspices of Anoka County, nothing in this Agreement is intended to confer any rights or remedies on other than the parties to the Agreement

### **XXIII. ATTACHMENTS AND EXHIBITS.**

The following Exhibits are attached to this agreement and are incorporated into this agreement by reference:

**Attachment A:** Capacity and costs for each co-location service site

**Attachment B:** Co-location service site requirements

**Attachment C:** Insurance Requirements

**Attachment D:** Building Access Contact Information

**Attachment E:** Service Order Form

**Attachment F:** Frequently Asked Questions (FAQ)

**Attachment I:** Identification of Underlying Rights.

The following Attachments are included for reference in this agreement and are informational exhibits, but do not confer any rights onto the Entity unless also specifically included in this agreement:

**Attachment G:** Wholesale Master Service Agreement, Anoka County Contract #2010-0239

**Attachment H:** Master Fiber IRU by and between ZAYO BANDWIDTH, LLC and Anoka County, Minnesota dated August 17, 2010 (this exhibit does not include 20 pages of photographic exhibits which are included in the original, and are available to Entities on request.)

### **XXIV. AUDIT, DISCLOSURE AND RETENTION OF RECORDS**

Both parties agree to make available to duly authorized representatives of the other and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the party that are pertinent to the provision of services hereunder. Both parties further agree to maintain all such required records for six (6) years after receipt of final payment and the closing of all other related matters.

### **XXV. INDEPENDENT CONTRACTOR**

A. Anoka County has entered into a separate contract with ZAYO for the construction of the ZAYO system/fiber optic network. See informational Exhibits G and H. ZAYO remains an independent contractor, however, and neither that agreement nor this one creates a partnership, joint venture or agency relationship between Zayo or the

County. Anoka County has no authority to bind ZAYO beyond the obligations and responsibilities of those contracts.

B. It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the County to the Entity is that of an independent contractor and not an employee or agent of the Entity.

C. It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Entity to the County is that of an independent contractor and not an employee or agent of the County

**XXVI. ENTIRE AGREEMENT**

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Anoka County and Entity relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

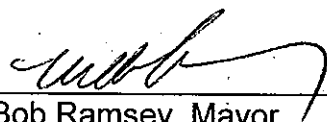
IN WITNESS WHEREOF, the Parties do hereby authorize the adoption of this agreement and do set their hands.

**ANOKA COUNTY**

By:   
Rhonda Sivarajah, Chair  
County Board of Commissioners

Dated: 1-18-12

**Ramsey, MINNESOTA**

By:   
Bob Ramsey, Mayor  
City of Ramsey

Dated: 6/14/11

**ATTEST**

By: [Signature]  
Jerry Sorra  
County Administrator

Dated: 1-18-12

**APPROVED AS TO FORM**

By: [Signature]  
Kathryn M. Timm  
Assistant County Attorney

Dated: January 19, 2012

**ATTEST**

By: [Signature]  
Kurtis G. Ulrich  
City Administrator

Dated: 6/14/11

**APPROVED AS TO FORM**

By: [Signature]  
William K. Goodrich  
Ramsey City Attorney

Dated: 6/14/11

## Attachments

**Attachment A:** Capacity and costs for each co-location service site

**Attachment B:** Co-location service site requirements

**Attachment C:** Insurance Requirements

**Attachment D:** Building Access Contact Information

**Attachment E:** Service Order Form

**Attachment F:** Frequently Asked Questions (FAQ)

**Attachment G:** Wholesale Master Service Agreement, Anoka County Contract #2010-0239<sup>1</sup>

**Attachment H:** Master Fiber IRU by and between ZAYO BANDWIDTH, LLC and Anoka County, Minnesota dated August 17, 2010 (this exhibit does not include 20 pages of photographic exhibits which are included in the original, and are available to Entities on request.)

**Attachment I:** Identification of Underlying Rights.

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<sup>1</sup> *Note Bene*, the MSA has two attachments which will be amended, but have not been so at the time of this writing. The list of 145 co-location sites has been altered since the MSA was signed on August 17, 2010. Once the final sites are approved by the NTIA, this attachment will be amended. Additionally, there is an attachment which details minimum power requirements at the co-locations site of 48 volts DC. The County and Zayo verbally agreed that these requirements will be changed to standard 110 AC. This verbal agreement has not been reduced to writing as of the date of this writing, but is expected shortly.

3. Following are the site locations included for equipment co-location:

Site #	Location	Address	City	Service Capacity	Monthly Costs
124	Nowthen Fire Station 3 Shared with City of Nowthen	19888 Nowthen Blvd NW	Nowthen	100M	\$37.50
132	Ramsey Public Works	14100 Jasper St	Ramsey	100M	\$75.00
133	Ramsey Fire Station 1	15050 Armstrong Blvd	Ramsey	100M	\$75.00
134	Ramsey Fire Station 2	15153 Nowthen Blvd NW	Ramsey	100M	\$75.00
135	Elmcrest Security Hqtrs	16303 Quicksilver St NW	Ramsey	100M	\$75.00
136	VA North Metro CBOC	Sapphire & Civic Center Dr	Ramsey	100M	\$75.00
101	Ramsey City Hall / Police AC License Ctr (Shared with Anoka County)	7550 Sunwood Dr	Ramsey	1GB	\$267.00
<b>TOTAL</b>					<b>\$679.50</b>

**Attachment A  
Capacity and Costs for Co-location Sites**

1. Entity Name: Ramsey, MINNESOTA

2. Entity Contact Information:

**Principal Contact:**

Name: Dean Busch  
Position: IT Manager  
Office Phone: (763) 433 9831  
Cell Phone: (763) 286 2158  
Home Phone: ( )  
Pager: ( )  
Email: dbusch@ci.ramsey.mn.us

**Secondary Contact:**

Name: Heidi Nelson  
Position: Deputy City Administrator  
Office Phone: (763) 433 9817  
Cell Phone: ( )  
Home Phone: ( )  
Pager: ( )  
Email: hnelson@ci.ramsey.mn.us

**Billing Contact:**

Name: Diana Lund  
Position: Finance Officer  
Office Phone: (763) 433 9847  
Cell Phone: ( )  
Home Phone: ( )  
Pager: ( )  
Email: dlund@ci.ramsey.mn.us

**Attachment B**  
**Co-Location Service Site requirements**

A. Security Requirements.

Entity shall provide best practices physical security to the co-location service site in the form of traditional lock service, key card, numeric access code, or electronic security system equal to that which Entity provides for its own assets. Keys, key cards, numeric access codes and the electronic security systems shall be maintained according to industry standards. Entity shall take all reasonable precautions to ensure the integrity of the security of the co-location service site. Anoka County shall make reasonable efforts to ensure that its employees and agents, including ZAYO, follow all written instructions at the co-location site as provided by the Entity.

B. Temperature and Environmental Control Requirements.

Space provided to ZAYO for the housing of the ZAYO system and equipment in the co-location service site shall meet industry standards for temperature controls, humidity, lighting, and protection from power surges and outages. Entity shall ensure that the co-location service site temperature remains in a constant range between 68°F and 83°F, and humidity remains in a constant range of 40%--60%. Entity shall use best efforts to implement a protection plan ensuring that the ZAYO System remains functional in the event of a power outage or similar emergency.

C. Environmental Space Requirements.

Entity shall provide sufficient cubic space for the installation of the ZAYO system and equipment in a secure area. ZAYO shall provide the space specifications for each co-location service site directly to Entity. Entity shall ensure that the space provided to ZAYO for the installation of the ZAYO System and equipment will also include sufficient space for ZAYO to access the equipment for repairs, maintenance and upgrades. The space will be convenient to the demarcation point, and will include any necessary space to install cable, conduit, fiber, and or circuitry from the demarcation point to the equipment.

**Attachment C  
Insurance Requirements**

**Insurance Limits.** During the Term, each party shall obtain and maintain not less than the insurance set forth below:

**Worker's Compensation:**

Statutory limits.

**Automobile Liability Insurance:**

Such policy coverage will include coverage for all vehicles owned, hired, non-hired, non-owned and borrowed by the party in the performance of the obligations covered under this agreement: Combined single limit: \$1,000,000.00

**Commercial General Liability and /or Umbrella Liability:**

All liability insurance must meet the requirements of Minn. Stat § 466.04 subdivision 1 (a) (3) or \$500,000.00, minimum liability for claims of death by wrongful act or omission and \$500,000.00 to any claimant in any other case, whichever is greater.

All liability insurance must meet the requirements of Minn. Stat. § 466.04 Subdivision 1 (a) (7) or \$1,500,000.00 minimum liability for any number of claims arising out of a single occurrence, whichever is greater.

All umbrella insurance must meet the requirements of Minn. Stat. §466.04 Subd. 1(a) (8). Umbrella insurance coverage must be on a "follow-form" basis.

The above limits may be satisfied using a combination of primary and excess coverage, self insurance as provided by Minn. Stat. § 471.981.

Each Party shall obtain and maintain the insurance policies required above with insurance and /or reinsurance companies authorized to insure risks in Minnesota. With the exception of Worker's Compensation, each party, its Affiliates, and their officers, directors and employees and any other person entitled to indemnification hereunder, shall be named as additional insured to the extent of such indemnification. Each Party shall provide the other party with a certificate of insurance showing that the party has complied with the insurance requirements of this Attachment. Each insurance policy shall contain a provision providing such other party with thirty days advanced notice of any cancellation or material change in coverage at which time such party will notify the other party immediately of such cancellation or material change in coverage.

**Deductible/ Self Insured Retentions:** All proof of insurance shall clearly set forth deductible or self insured retentions. Each Party shall be responsible for its deductible and/or self insured retentions.

**Attachment D**  
**Building Access Contact Information**

Entity shall provide 24 hour, seven day a week access to ZAYO for the ZAYO System equipment housed in the Co-location service site for the purposes of maintenance, service, upgrade and repairs of the equipment and system. Such access will include the name and contact information of co-location site key-holder for business and non-business hour access. All access shall comply with written instructions provided to ZAYO and County (see section IV.F).

***Please provide contacts below.***

**Business Hour Contact(s)** – List contacts in the order you would like them to be called. Provide a ***minimum of 2*** contacts (you may provide as many as you would like).

**Contact #1**

Name: Dean Busch  
Position: IT Manager  
Office Phone: (763) 433 9831  
Cell Phone: (763) 286 2158  
Home Phone: ( )  
Pager: ( )  
Email: dbusch@ci.ramsey.mn.us

**Contact #2**

Name: Dan Bray  
Position: Building Maintenance Supervisor  
Office Phone: (763) 433 9815  
Cell Phone: (763) 286 1294  
Home Phone: ( )  
Pager: ( )  
Email: dbray@ci.ramsey.mn.us

**Contact #3**

Name: City Hall Receptionist  
Position: City Hall Receptionist  
Office Phone: (763) 427 1410  
Cell Phone: ( )  
Home Phone: ( )  
Pager: ( )  
Email: Whoever answers could contact the appropriate people.

**Non-Business Hour Contact(s)** – List contacts in the order you would like them to be called. These contacts should have keys for building access to the co-location equipment area and be available after hours. Select people you would like called in case of such emergencies as equipment failures, fiber hits, storm damage, emergency locates, etc. Provide a **minimum of 2** contacts (you may provide as many as you would like).

**Contact #1**

Name: Anoka County Dispatch (Please identify yourself to dispatch  
Position: and ask for Ramsey Patrol to give entry)  
Office Phone: 763-427-1212  
Cell Phone: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Pager: \_\_\_\_\_  
Email: \_\_\_\_\_

**Contact #2**

Name: Dean Busch  
Position: IT Manager  
Office Phone: 763-433-9831  
Cell Phone: 763-286-2158  
Home Phone: \_\_\_\_\_  
Pager: \_\_\_\_\_  
Email: \_\_\_\_\_

**Contact #3**

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Pager: \_\_\_\_\_  
Email: \_\_\_\_\_

Updates may be submitted to Anoka County IS at address provided in the Notices Section.

**EXHIBIT E**  
**EXAMPLE SERVICE ORDER FORM**

	<h2 style="margin: 0;">Service Order Form</h2>
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<b>Order Information</b>			
<b>Account Name</b>	Test Account	<b>Billing Account ID</b>	Zayo
<b>Customer Name</b>	Wes Kimmey	<b>Representative</b>	Pam Moore
<b>Phone Number</b>	(303) 381-3237	<b>Phone Number</b>	
<b>Email Address</b>	wkimmey@zayo.com	<b>Email Address</b>	pmoore@zayo.com

<b>New Service Order - 848788</b>			
<b>Contract Details</b>	<b>Product Details</b>	<b>Protection Details*</b>	
<b>Service Order ID</b>	D48788	<b>Product Family</b>	Private Line
<b>Order Type</b>	New	<b>Product Category</b>	Point to Point
<b>Service Term</b>	36	<b>Bandwidth</b>	DS3
<b>MSA</b>	test	<b>Circuit Options</b>	DS3 C-bit Unchannelized
<b>Customer PO</b>	NA		
		<b>Core-Network Fiber Path Diversity</b>	Yes
		<b>Core-Network Protection</b>	Yes
		<b>Diverse Laterals &gt; 50 ft separation</b>	No

<b>A-Location</b>	<b>Z-Location</b>
60 Hudson St, 1st Fl MMR New York, NY 10013	401 N Broad St, Suite 800 Philadelphia, PA 19123
<b>Details</b>	<b>Protection Details*</b>
<b>Building Status</b> On-Net	<b>Handoff</b> DS-3 (Coax)
<b>CFA Provided By</b> Zayo	<b>Entrance</b> Single
<b>CFA Location</b> Zayo On-Net	<b>Local Fiber Path Diversity</b> Yes
	<b>Local Network Protection</b> Yes

Product	Service Item Desc	Type	Quantity	Amount
Private Line	Private Line - MRC	MRC	1	\$750.00
Private Line	Installation Fee	MRC	1	\$1,500.00
<b>Monthly Recurring Charges Total:</b>				<b>\$750.00</b>
<b>Non Recurring Charges Total:</b>				<b>\$1,500.00</b>

**Expiration Date** Pricing on this Service Order Form expires if Service Order is not signed prior to 2/14/2010

EXHIBIT E  
EXAMPLE SERVICE ORDER FORM

Service Order ID(s): 048788

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**Customer Signature:** \_\_\_\_\_ **Zayo Signature:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Terms and Conditions**

Customer acknowledges that Customer is ordering the services described above ("Service") from Zayo Group (LLC) and/or its applicable affiliated and/or indirect companies ("Zayo"), and that local, state, and federal taxes and surcharges may apply. Orders requiring third party field services may be subject to additional charges as imposed on Zayo under the bill. This Service Order Form shall be governed by and subject to the Master Service Agreement between Zayo and the Customer (the "MSA"). In the event that Customer has not accepted a master service agreement with Zayo, this Service Order Form shall be governed by the terms and conditions of Zayo's standard website Master Service Agreement, a copy of which is available upon request. This Service Order Form may only become binding if it is accepted in writing by an authorized Zayo representative, and service is contingent upon availability. By your signature on this Service Order Form, you acknowledge that you have read and that you understand the terms and conditions of this Service Order Form and that you are authorized by Customer to execute and deliver this Service Order Form. You further acknowledge and agree that upon Zayo's acceptance of this Service Order Form, Customer has entered into a binding obligation for the purchase of Services and hereby consents to cancel or terminate Services prior to the end of the Service Term that result in the cancellation or termination; charges set forth in the applicable MSA.

\*Local Network Fiber Path Diversity indicates whether or not the ordered service will have a diverse physical fiber route within the local network. Core Network Fiber Path Diversity indicates whether or not the ordered service will have a diverse physical fiber route within the core network. Local Network Protection indicates whether or not the ordered service has both a working and protection channel within the local network(s) which will be electronically switched in the event of a failure. Core Network Protection indicates whether or not the ordered service has both a working and protection channel within the core network which will be electronically switched in the event of a failure. Local network is defined as the network between a Zayo POP or an ILEC Central Office in a market and the originating or terminating location of the Service. Core network is defined as the network between a Zayo POP or an ILEC Central Office and another Zayo POP or an ILEC Central Office.

If Zayo is creating a Cross-connect of an LSO on Customer's behalf, Zayo will order either a managed cross-connect or an unmanaged Cross-connect. An unmanaged LSO Cross-connect is a cable placed directly between the Zayo collocation and the Customer designated collocation. A managed LSO Cross-connect would typically run through LEC equipment and have DBS, OC3, OC12, OC48 or OC192 bandwidth.

Proprietary and Confidential

## Attachment F Connect Anoka County Frequently Asked Questions

### 1. What is Connect Anoka County?

Connect Anoka County is the county-led effort to increase the amount of fiber optic cable in the county. The Connect Anoka County project has resulted in a partnership between Zayo Bandwidth, LLC and Anoka County. Through the partnership, Zayo Bandwidth applied for and received a National Telecommunications Information Administration (NTIA) grant paying 70 percent of the fiber construction cost and initial equipment. The grant project will construct an approximately 286 mile fiber network throughout Anoka County linking 145 governmental institutions.

### 2. Who owns the fiber optic cable?

The fiber optic cable that is installed as part of the grant will be owned by Zayo Bandwidth. Zayo will provide the capacity services for the governmental network and separately offer connectivity services to the private sector. The grant will also provide dark fiber strands for Anoka County use. The right to use these dark strands is conveyed to the county through a fiber Indefeasible Right to Use (IRU), which is similar to a long-term lease. Should the county decide to use the dark fiber, equipment will need to be purchased and a monthly maintenance fee paid to Zayo.

### 3. What are the project costs and how are they paid?

The total grant-funded project budget is \$19.1 million. Seventy percent of the costs (\$13.4 million) will be paid by the NTIA grant. The balance of the project (\$5.7 million) will be paid equally by Zayo Bandwidth and Anoka County (\$2.8 million each). The county intends to recoup a portion of the \$2.8 million match by charging the anchor institutions a proportional share based on a per connection charge.

### 4. What services are offered?

The project is only providing connectivity, meaning that any governmental institution will still need to have an Internet Service Provider (ISP). The county purchases its ISP service from the State of Minnesota, Office of Enterprise Technology (OET) and is in discussions with OET to expand ISP services to include cities that are a part of the project. If this option becomes available, Cities will be notified.

### 5. How were the 145 anchor institutions decided upon?

The agreements between Anoka County and Zayo Bandwidth specify 145 governmental and quasi-governmental anchor institutions as a part of the grant project. The list was made by asking each jurisdiction to submit a list of facilities to include in the project. As the project developed, some sites were added and others dropped at the request of the entities. NTIA will need to approve all changes.

### 6. Can sites be added in the future?

The agreements between Anoka County and Zayo Bandwidth limit the number of sites to 145. Any additional sites on the network will require a service request to Zayo Bandwidth. As additional governmental sites require fiber, each entity will need to conduct an analysis as to the most cost-effective way to serve the location. In some cases it may be possible to connect through one of the original 145 sites. In other cases it may be cost effective to have Zayo Bandwidth or another private company serve the facility.

**7. What is the project schedule?**

The project is currently underway. The environmental assessment is scheduled to be completed by spring 2011. Some connectivity service may be provided in 2011, but project completion will not be until 2012. Zayo Bandwidth is also working with road authorities to acquire the appropriate permits.

**8. What are the decisions needed by my entity and when?**

Thus far, entities have only been asked for good-faith non binding commitments. However, Anoka County will need to have written agreements in place with any entity that wishes to participate by April 1, 2011. Specifically, each jurisdiction will need to confirm the sites and the connection speed.

**9. What are the costs to my entity?**

Anoka County will charge each entity that connects a monthly fee. Any fee charged will be included in the agreement. The proposed agreement establishes a fee of \$75/month for 100 mbps service, and \$400/month for 1gbps service. Cities that do not need service immediately can elect through the agreement to have equipment placed at their facility as part of the project and then establish service during the term of the agreement. The monthly fee will not be charged until service is established. To establish service at that time or make some other change for sites that have equipment, the entity and Anoka County will need to modify Attachment A of the agreement.

**10. What do I do if a business in my community asks me about service?**

Zayo Group provides a full range of business products to the private sector. If you are interested in learning more, or getting information for business expos, chamber of commerce meetings, or specific businesses, the contact is Steve Kopp, Senior Account Manager, Zayo Enterprise Networks, at 952-230-4861 or [steve.kopp@zayoenterprise.com](mailto:steve.kopp@zayoenterprise.com), Web site [www.zayo.com](http://www.zayo.com).

**11. Who is Zayo and how were they selected for this project?**

Anoka County developed a Request for Proposal (RFP) seeking a partner for the Connect Anoka County project and to submit for an NTIA grant. The county received five proposals and, after review, selected Zayo Bandwidth. Zayo Bandwidth is a part of the Zayo Group which provides telecom and bandwidth infrastructure solutions that span over 153 markets and 30 states plus the District of Columbia including over 21,000 miles of fiber optic infrastructure.

**12. Will each Entity be required to provide easements without cost to Anoka County and/or Zayo?**

Yes, it is contemplated that the easement will be provided without charge to get from the right of way to your facility across the private property of your facility. Entities retain authority to charge for building permits, franchises, etc. in the right of way.

**13. Will physical access be required by Zayo?**

The agreement contemplates that there may be specific requirements that vary from location to location. Zayo must abide by your written security requirements. For example, if you want equipment installed in a location that you do not want to give unaccompanied access to, simply state that requirement in writing. Also, you do not need to give keys, access codes, or access cards to Zayo, so presuming that you keep your facilities locked, they would not be able to enter them without someone to let them in. The access that Zayo needs to maintain your equipment is similar to other providers such as Qwest, Comcast, US Cable, etc.

**14. What assurances are in place for Zayo performance?**

Zayo has obligations under the agreement with the County to perform as well as NTIA grant requirements that Zayo must follow. In addition, Zayo will have an incentive to complete the fiber network so they can sell connectivity services to their commercial customers.

**15. Does the County agreement with Zayo include a Performance Bond requirement?**

No, there is no performance bond requirement. However, Zayo has notified the County that performance bonds will be required from Contractors that Zayo employs in the construction process.

**16. What happens if Zayo goes bankrupt?**

Prior to entering into an agreement with Zayo, an analysis was completed that determined that Zayo was in a healthy financial situation. If, in the future, Zayo files for bankruptcy, the outcome would be determined by the bankruptcy court. Additionally, Anoka County has an IRU in the dark fiber, there is added protection for the integrity of the network even if Zayo is no longer available to provide maintenance and support.

**17. Concern was expressed with the warranty language in Section IX.D.**

This type of warranty language is very typical of fiber agreements such as this. This warranty language is a pass through to the Entities of the warranties negotiated between Zayo and the County. Anoka County cannot bind Zayo to any other warranties than what is provided in the Master Service Agreement and the IRU which are attached to the agreement in Exhibits G and H.

**18. How will equipment replacement be made after the expiration of the warranty on August 17, 2017?**

If the equipment needs to be replaced after that time, the entity will need to pay the prorata costs for such replacement. In addition, consideration will need to be made for future maintenance of this new equipment. If the entity is not getting connectivity service, or no longer wants service, no replacement equipment at entity cost is required.

**19. Will there be a forum for the entities to provide input in the future?**

It is the County's intent to continue meetings with the entities. In addition, if there is interest, we could consider creating advisory committees (i.e. technical, administrative) to provide a forum for interested entities to meet more frequently.

**20. Does the agreement only address the installation of equipment at the co-location site, or does it also include the construction of dark fiber to the site?**

The entity needs to approve the agreement to allow the placement of equipment at the site as well as construction of the network including dark fiber to the co-location site. However, the entity may initially elect not to receive the connectivity service at a site.

**21. I note the service site requirements in Attachment B (security, temperature and environmental, and space requirements). What is the size of the equipment; how much space is required, and; are there any special location requirements?**

The County and Zayo staff will be conducting a review of each site location over the next couple of months. It should also be noted that the Zayo equipment will be owned and managed by Zayo. The equipment will be switches that will fit into standard racks commonly found in data closets. See #27.

**22. Should additional language be included for waiver of subrogation?**

No, the mutual indemnification language included in the agreement eliminates the need for any waiver of subrogation.

**23. What is the point of demarcation contemplated in the Agreement? It is clear in the Agreement that the Entity is responsible for interconnection and wiring beyond the point of demarcation. Does this mean that the Entity will be required to wire to individual sites within the co-location service site?**

Yes, the Entity is responsible for wiring within each co-location site. This wiring is likely the entity's existing network. See Exhibit H for definition of demarcation point.

**24. What exactly will the Entity be paying for? Does the agreement contemplate the use of dark fiber, or any additional cost to add capacity in the future?**

The entity is paying for connectivity which includes transport and ethernet service. The Entity will only pay if the connectivity service is used. The dark fiber will be installed with the network, but additional equipment will be required to utilize it. No specific use of the dark fiber is included in the agreement.

**25. The Agreement states that the Entity will work with the County to manage bandwidth, but what does that mean?**

If there are capacity issues, all the entities will need to work together to resolve them to the mutual benefit of the parties. We will also be working to monitor bandwidth utilization to identify potential problems before they impact the service.

**26. Have the insurance issues been resolved so that the requirements coincide with what is currently provided through the League of Minnesota Cities?**

We have made edits to the insurance language with input from the cities. Kurt Glaser, Lexington City Attorney, requested an opinion from the League of Minnesota Cities, which was received on March 2, 2011. Additional edits were made to the insurance requirements in order to comply with this opinion.

**27. What are the space and environmental requirements for the Zayo Equipment?**

Ideally there would be rack space (19'X72" standard steel or aluminum telecom relay rack) available for the switch of 8u or about 12 inches, with sufficient space to access the equipment for repairs, maintenance and upgrades. The space should also be convenient to the entity's demarcation point. To maintain maximum uptime, it would be best to meet the specified requirements for space and environmental conditions. However, if all specifications cannot be met, the County and Zayo will work with the entity to determine an acceptable equipment location. See #21.

**28. Why isn't Zayo a party to the Connectivity Services agreement?**

Some attorneys have suggested that ZAYO should be a party to this agreement. The County's agreement with ZAYO provides that the County must secure the various co-location sites, whether the properties are County owned or owned by another governmental or quasi-governmental agency. ZAYO has expressed disinterest in directly contracting with the various entities.

**29. Who is responsible if Zayo damages equipment or systems belonging to a third party that are at the co-location site during installation?**

This agreement does not confer any third party benefits to anyone. The agreement is between the County and the Entity, with Zayo subordinate to the County. If the entity is concerned that Zayo will not use due care regarding a third party's equipment located at the co-location site, then the Entity should limit ZAYO's access to third party property.

30. **We are not clear on the meaning of certain terms, such as Demarcation Point, Fiber Optic Network, Ducts, Network Availability, Transport Services, Ethernet Services, etc. Are these terms defined anywhere?**

Many of these terms are defined in the Master Service Agreement and Indefeasible Right of Use Agreement executed between the County and Zayo on August 17, 2010. A copy of these two agreements will be attached to the Connectivity Services Agreement for reference as informational exhibits. Additionally, some of these terms are "terms of art" in the broadband and Information Technology industry, and are used here in standard industry usage.

31. **Why doesn't the Entity gain ownership rights in the equipment if the city is required to pay a pro-rata share for repairs and/or replacement after the warranty period expires on August 16, 2017?**

The initial equipment is paid for by the grant, at no cost to the Entity. Contrast this with more typical agreements, where the Entity pays a much larger monthly fee to a provider for both the service and the equipment. If, after 2017, equipment is replaced completely the situation may change. Options for total replacement at that time, if necessary, may include replacement with Zayo Equipment, Entity Equipment or County Equipment,

32. **May the entity, in particular a city, charge building permit fees, franchises, etc. to Zayo outside of the co-location site?**

Pursuant to Paragraphs II.C. and III.B., Entities retain franchising authority, and may issue building permits, franchise fees as allowed by Minnesota statutes. The entity may not charge these fees for the co-location site itself (for example, the entity may not charge fees for underlying rights needed to place equipment in City Hall, or a fire station which are the designated co-location sites described in Exhibit A.)

33. **Will Zayo or Anoka County be providing cable services in competition with Comcast or other private cable carriers through this agreement?**

No. Anoka County will not be a cable provider. Providing cable TV services is not consistent with Anoka County's mission statement. The County's fibers may only be used for governmental and quasi-governmental purposes. Zayo is not a cable provider, nor does it offer triple-play services (telephone/voice, data/internet, and cable/video). While no one can predict the future, a more likely scenario is that private carriers will contract with Zayo to use Zayo's fibers to provide services to private customers throughout the county.

34. **Where can I get more information on the project?**

By phone: 763-422-7537 (Carrie Johnson) -  
By e-mail: [ConnectAnokaCounty@co.anoka.mn.us](mailto:ConnectAnokaCounty@co.anoka.mn.us)  
By mail: Connect Anoka County,  
Attn: Information Technology  
2100 3rd Avenue, Suite 300  
Anoka, MN 55303

## Wholesale Master Service Agreement

This Wholesale Master Service Agreement ("Agreement") is made by as of August 17 2010 ("Effective Date") and between Zayo Bandwidth, LLC, a Delaware limited liability company, with an address of 400 Centennial Pkwy, Suite 200, Louisville, CO 80027, its affiliates and/or subsidiaries (collectively referred to herein as "Zayo") and Anoka County, a body corporate and politic under the laws of the State of Minnesota ("County"), with an address of 2100 Third Avenue, Anoka, Minnesota 55303. Each may be referred to herein as a "Party" and collectively as the "Parties."

This Agreement sets forth the general terms and conditions governing County's purchase of telecommunications services and/or data communication services ("Services") from Zayo. The initial Services to be provided to County are set forth in the service order, attached hereto as Exhibit A (the "Initial Service Order"), which shall be incorporated herein by reference. Any future Services requested by County and accepted by Zayo shall be documented in a service order in the form attached hereto as Exhibit B ("Service Order"). As used in this Agreement, Service Order shall include the Initial Service Order. Services shall only be used by quasi-government, government, educational and public safety institutions and shall not be used to directly or indirectly compete with Zayo ("Permitted Use"). In the event of a conflict between this Agreement and a Service Order, the terms of this Agreement shall control unless the Parties agree otherwise in the terms of a Service Order.

### 1. GRANT AWARD; CONDITIONS PRECEDENT

1.1 Zayo has applied for and received an NTIA grant ("Grant"). The Grant will be used in part to construct and install fiber optic facilities and equipment to connect County's government, educational and public safety sites within Anoka County, Minnesota (the "Project"). The Project is estimated to cost approximately \$19.12 million dollars. The Grant award will contribute seventy percent (70%) of the Project costs. Pursuant to Section 4.1, County shall make a Contribution to the Project cost. The Parties expressly acknowledge that receipt of the full Grant award is a condition precedent to the enforceability and validity of obligations under this Agreement. Further, as a second condition precedent to the enforceability and validity of obligations under this Agreement, Zayo and County shall enter into and execute that certain Master Fiber IRU Agreement ("Fiber Agreement") executed of even date herewith between the Parties, whereby County shall receive an indefeasible right to use certain strands of fiber optic cable from Zayo as provider thereunder.

### 2. TERM

2.1 This Agreement and the Services provided hereunder shall be in effect for five (5) years ("Initial Term"). The Agreement shall automatically renew at the end of the Initial Term for up to a total of three (3) renewals for a period of five (5) years each (each a "Renewal Term") unless the County provides written notice of its intention to terminate this Agreement by providing not less than one hundred eighty (180) days written notice before the end of the Initial Term or any Renewal Term. Upon the termination or expiration of this Agreement, Zayo shall have no further obligation to provide Services and no further liability to County hereunder, except for any obligations that Zayo may have under the Fiber Agreement.

2.2 This Agreement may be terminated by County at any time, without cause, upon one hundred eighty (180) days written notice. Termination of this Agreement shall have no effect on the obligations of County under the Fiber Agreement.

### 3. EQUIPMENT AND INSTALLATION

3.1 County shall provide colocation space at every site where Services will be delivered in which Zayo can place its Equipment to provide Services and County shall be responsible for maintaining the same level of security of such space as it does for the site generally. The space required under this Section, to deliver the Services to County, shall be provided at no cost to Zayo. County shall provide adequate power and

temperature control as may be further detailed on the Service Order. Zayo, or its agent, shall provide, install, maintain, repair, operate and control Zayo's electronics, optronics, and other equipment ("Equipment") as necessary to deliver the Services. Unless specifically provided for herein or in the Service Order, Zayo shall pay the cost of purchasing and installing Zayo's Equipment. Any Zayo equipment used in the provisioning of Services shall be maintained and replaced at Zayo's expense for seven (7) years from the Effective Date. Thereafter, if the Zayo Equipment deteriorates, or no longer supports the provisioning of the Services, County agrees that it shall pay the pro rata costs incurred in the replacement of such equipment.

3.2 If Zayo colocates any Zayo Equipment at a County site in order to provide telecommunication services to a non-County user outside of the site building, Zayo will pay a fee of \$250 per month for the first colocated equipment serving a commercial user beyond the site building, and \$100 per month for each additional device. For clarity, no colocation fees will apply to Zayo Equipment used to provide Services to County, even if such Equipment is also used to serve a commercial customer.

3.3 Zayo's Equipment shall remain the sole and exclusive property of Zayo, and nothing contained herein shall give or convey to County, or any other person, any right, title or interest whatsoever in Zayo's Equipment. Zayo's Equipment shall remain personal property, notwithstanding that it may be, or become, attached to, or embedded in, realty. County shall not tamper with, remove or conceal any identifying plates, tags or labels identifying Zayo's ownership interest in Zayo's Equipment.

3.4 Equipment and service beyond the point of demarcation and/or interconnection between Zayo's facilities and County terminal equipment and the wiring at the point of demarcations ("Point of Demarcation") shall be the responsibility of County.

3.5 Zayo shall be provided access to all County locations necessary to provide Services for purposes of installation, maintenance, and repair of Zayo Equipment. Zayo shall restrict access to the colocation space to authorized Zayo staff which staff shall abide by any County physical security requirement provided to Zayo in writing. Zayo shall make reasonable attempts to provide at least two (2) days notice to County prior to entering County's point of presence (POP) to install, maintain or repair any of the Equipment. If it is not reasonably possible to provide such notice, or in an emergency, Zayo shall provide notice to County as soon as practicable, but in all events prior to entering the POP.

3.6 If County provides its own equipment, Zayo shall have no obligation to install, maintain or repair the equipment. If, on responding to a County initiated service call, Zayo and County jointly determine that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment other than Zayo's Equipment, County shall compensate Zayo for actual time and materials expended during the service call.

3.7 Neither party shall adjust, align, attempt to repair, relocate or remove the other party's equipment, except as expressly authorized in writing by the other party.

3.8 County shall be liable for any loss of or damage to Zayo's Equipment caused by County's negligence, intentional acts, willful misconduct or unauthorized maintenance. County shall reimburse Zayo for the reasonable cost of repair of Zayo's Equipment, or the replacement thereof, within thirty (30) days after receipt by County of a written request for reimbursement.

3.9 Zayo shall be liable for any loss of, or damage to, County's equipment caused by Zayo's negligence, intentional act, willful misconduct or unauthorized maintenance. Zayo shall reimburse County for the reasonable cost of repair of the equipment, or the replacement thereof, within thirty (30) days after receipt by Zayo of a written request for reimbursement. County shall not arbitrarily or capriciously require Zayo to relocate Zayo Equipment, however, upon ninety (90) days written notice, or, in the event of any emergency, County may require Zayo to relocate collocated Zayo Equipment; provided, however, the site of relocations shall afford comparable environmental conditions for the Zayo Equipment and a comparable accessibility to the Zayo Equipment.

#### 4. PAYMENT & BILLING

4.1 County shall contribute fifteen percent (15%) of the Project cost, such contribution amounting to \$2,867,698 ("Contribution") in connection with the Services in the Initial Service Order, pursuant to the processes set out in Fiber Agreement. In addition, for Services in the Initial Service Order, County shall pay a total of \$1.00 per month, for each site identified on the Initial Service Order, for both the Initial Term and the Renewal Terms, if any. After the expiration of the Renewal Terms, fees will be mutually agreed upon but shall be based on market rates.

4.2 If County requests Zayo to upgrade the capacity of the Services for any site set forth in the Initial Service Order, provided that the request does not exceed the maximum capacity for the core ring, or the distribution ring/lateral as stated in the Initial Service Order, Zayo shall comply with the request, but shall charge a one-time non-recurring fee of \$500 for each such request to compensate for labor; provided that Zayo is not required to purchase any additional Equipment to accommodate such upgrade request. Any request for upgrades in excess of the respective maximum capacity for distribution rings/laterals or core rings as set forth in the Initial Service Order shall be at the then current market rates, including any costs of equipment acquired in order to provide such requested services. Any subsequent Service Orders other than the Initial Service Order shall be at the rates set forth in the Service Order.

4.3 Billing for Service will commence upon County acceptance or three (3) days after written or electronic

notification of service availability at each individual site in a Service Order is sent to County, whichever is earlier ("Service Start Date"). The Parties acknowledge that it is the understanding of the Parties that the Services will be provided on a site by site basis and there is no expectation that all of the sites on a Service Order would begin to receive Services at the same or similar dates.

4.4 Zayo will provide County with a monthly itemized invoice for the Services together with all other charges due pursuant to the terms of this Agreement through the date thereof. All amounts due Zayo are payable in full within fifteen (15) days from date of invoice. Delinquent amounts shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower.

4.5 Written requests for billing adjustments together with all supporting documentation must be received by Zayo within ninety (90) days from date of invoice or the right to billing adjustment shall be waived. In the event of a billing dispute, County shall timely pay all undisputed amounts. If the dispute is resolved against County, County shall pay such amounts due plus interest from the date the payment was originally due.

#### 5. DEFAULT; SUSPENSION OF SERVICE; TERMINATION OF AGREEMENT

5.1 County is in Default of this Agreement if County:

- a. is more than fifteen (15) days past due in paying the Contribution as it comes due, or any Zayo invoice pursuant to its terms, excluding those amounts which County has notified Zayo as reasonably being in dispute;
- b. fails to observe or perform any non-monetary obligation or covenant hereunder;
- c. files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law;
- d. defaults under the Fiber Agreement; or
- e. violates the Permitted Uses.

In the event of a Default by County, Zayo shall notify County and allow five (5) days for County to cure a monetary breach, or thirty (30) days for County to cure if a non-monetary breach, and if such Default remains uncured, then Zayo may suspend Services to County until County remedies the Default, terminate or suspend services under the Fiber Agreement or Zayo may terminate this Agreement and/or the applicable Services being provided under the Service Order.

5.2 If Zayo terminates this Agreement pursuant to this Article of the Agreement, Zayo shall have the right to seek full payment for any amounts due Zayo for Services rendered prior to the date of termination. Termination of this Agreement shall have no effect on the obligations of County under the Fiber Agreement.

5.3 Zayo shall be in default under this Agreement if Zayo fails to provide the Services in accordance with the

Service Order or otherwise fails to cure any breach of the Agreement after receiving written notice of default from County. In the event of a default by Zayo, County shall notify Zayo in writing and Zayo shall have thirty (30) days to cure, or such longer period of time as may reasonably be necessary so long as cure is initiated and diligently pursued within such thirty (30) days, or provide notice of a dispute about the existence of such default provided, however, that Zayo must provide or restore Service not meeting the terms of any Service Order pursuant to Section 19. In the event that Zayo does not cure such default within the allotted time as set forth above, County may terminate this Agreement upon written notice.

## 6. TAXES

6.1 To the extent applicable, each Party shall be fully responsible for the payment of any and all property, franchise, gross receipts, excise, access, bypass, sales or other local, state or federal taxes or charges applicable to property owned by it and for taxes on its net income. County agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state and federal taxes or charges applicable to the provisioning or sale of the Services provided by Zayo. Any taxes to be paid by County shall be separately stated on the invoice. Prices shall not include any taxes for which County has furnished a valid exemption certificate.

6.2 If applicable, County shall keep on file with Zayo copies of its current tax exemption certificates. All federal, state and local taxes determined by Zayo to be due on the Services provided under this agreement shall be charged to County and be due and payable according to the terms hereof.

## 7. LIMITATION OF LIABILITY

7.1 Zayo shall not be liable for delays in installation, commencement or restoration of the Service; for any temporary or permanent cessation of service; for errors, malfunctions, delays or defects in transmission of the service; for loss or damage occasioned by a Force Majeure Event. Zayo's liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall in no event exceed 1) an amount equivalent to the proportionate charge by Zayo to County for the period of Service affected, or 2) if applicable, the replacement value of any County equipment which is lost or damaged as a result of Zayo's gross negligence or willful misconduct.

7.2 In no event shall either party be liable for any indirect, incidental, special, punitive or consequential damages whatsoever arising out of or in connection with this Agreement or any Service Order, including but not limited to, lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data, incurred or suffered by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of damages.

7.3 ZAYO MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, EXCEPT AS SET FORTH IN THIS AGREEMENT. SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

## 8. INDEMNIFICATION

To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the indemnifying party's performance of its obligations and duties under this Agreement except for those damages, costs, expenses, and liabilities arising from the negligence or willful misconduct of the other party. The indemnified party shall promptly notify the other party in writing of any such suit or claim.

## 9. SUBJECT TO LAWS

This Agreement, and the performance hereunder of each Party, is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission ("FCC"), Minnesota Statutes, Chapter 237, the Rules and Regulations of the Minnesota Public Utilities Commission ("MPUC"), the terms and conditions of the Grant, Zayo's applicable tariffs, if any, and the obtaining and continuance of any required approval or authorization of the FCC, MPUC or any other governmental body. Either party may terminate its obligations under this Agreement without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either party to carry out its obligations under this Agreement. In addition, if at any time during the Term of this Agreement, or any Service Order, the action of a governmental agency requires modification of Zayo's Services provided hereunder so as to impair Services to County, County may terminate those Services upon thirty (30) days' written notice to Zayo if no commercially and economically reasonable accommodation can be found by Zayo to effectuate the intent of this Agreement.

## 10. CONFIDENTIALITY

10.1 County will have no obligation to prevent or withhold disclosure of any data or information supplied by ZAYO, except as otherwise provided in the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13 (the "Act"). County will prevent or withhold disclosure of Trade Secrets in accordance with the Act.

10.2 Zayo may be exposed to government data and/or data on individuals or organizations that is private or confidential. In addition, Zayo may be exposed to private or confidential information relating to County's computers, network, programs, and computer systems (hereinafter, collectively "County Information"). ZAYO is not obligated to release or disclose County Information pursuant to the Act. Zayo agrees that it, and its employees, and their subcontractors and their employees shall regard and treat each item of County Information as private or confidential information and that it will not, without the express written consent of the County, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly, any of the County Information except pursuant to binding court order. At the end of the Project, Zayo shall return or destroy all County Information to the County.

## 11. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Minnesota. In addition, this Agreement shall comply in all respects with the terms and conditions of the Grant. If the terms of the Grant conflict with any term herein, the term shall be read consistent with the Grant. The venue for all proceedings related to this Agreement shall be a state or federal court of competent jurisdiction in Minnesota.

## 12. FORCE MAJEURE

Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "Force Majeure Event"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event. In the event Company is unable to deliver Services as a result of a Force Majeure Event, County shall not be obligated to pay for the Services so affected for as long as the Company is unable to deliver the Services.

## 13. ADDITIONAL PROVISIONS

13.1 This Agreement (including all Service Order(s), appendices, exhibits, attachments and/or schedules attached hereto) constitutes the entire understanding between the parties relating to the rights herein granted and the obligations herein assumed and correctly sets forth the rights, duties, and obligations of each party to the other as of the date of this Agreement; provided, however, that this Agreement shall not affect or modify the terms or applicability of the Fiber Agreement or any other agreement regarding other subject matters to which Zayo and County are parties. Any prior Agreements, promises, negotiations or representations regarding the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by a duly authorized representative of Zayo and the County. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall remain in effect and be binding upon the parties. The Services provided by Zayo are subject to the condition that they will not be used for any unlawful purposes. This Agreement shall benefit and bind the successors, affiliates and assigns of the Parties. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

## 14. PREVAILING PARTY

In the event that suit is brought or an attorney is retained by either Party to enforce the terms of this Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing Party shall be entitled to recover, in addition to any other remedy, the

reimbursement of reasonable attorneys fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

## 15. NO PARTNERSHIP

This Agreement does not create a partnership, joint venture or agency relationship between Zayo and County. Neither party shall have any authority to bind the other party to any agreement, understanding or other instrument, in any manner whatsoever. Zayo is and shall remain an independent contractor with respect to any and all Services provided under this Agreement. Zayo acknowledges and agrees, on its behalf and on behalf of its subcontractors, that it is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits through the County. Zayo also acknowledges, on its behalf and on behalf of its subcontractors, and agrees, that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Zayo and that it is Zayo's sole obligation to comply with the applicable provisions of all federal and state tax laws.

## 16. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. County shall not assign, delegate, or transfer any of its rights or obligations hereunder without Zayo's prior written consent. However, either party shall be allowed to assign this Agreement, in whole or in part to a parent, subsidiary or affiliate whether as a result of a merger or a sale of all or substantially all of the stock or assets of the assigning party. Each of the undersigned hereby state that he/she has full authority to enter into this Agreement and hereby accepts this Agreement on behalf of the companies identified below.

## 17. NOTICES

Notices under this Agreement shall be in writing and delivered by certified mail, return receipt requested, or by nationally recognized courier to the persons whose names and business addresses appear below, and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party.

### If to Zayo:

Zayo Bandwidth, LLC  
Attn: General Counsel, Legal  
400 Centennial Pkwy, Suite 200  
Louisville CO 80027

### Billing Disputes:

Zayo Bandwidth, LLC  
Attn: Accounts Receivables  
400 Centennial Pkwy, Suite 200  
Louisville, CO 80027

### Order Modifications or Cancellations:

Zayo Bandwidth, LLC  
7010 Snowdrift Drive  
Allentown, PA 18106  
1-800-390-6094

If to County:

For Legal or Operational Notices:

County of Anoka  
2100 3rd Avenue  
Anoka MN 55303  
Attn: County Administrator  
With a copy to: County Attorney

For Billing:

Department of Information Services  
Anoka County  
2100 3<sup>rd</sup> Avenue  
Anoka MN 55303  
Attn: Accounts Payable

**18. ADDITIONAL TERMS AND CONDITIONS APPLICABLE ONLY TO THE PURCHASE OF IP/DATA BASED SERVICES**

**18.1 Utilization Forecast.** County may be required to provide Zayo with quarterly or monthly utilization forecasts. Failure to provide such forecasts or chronic under-forecasting may affect Zayo's network efficiency and could result in termination of Service under one or more applicable Service Order(s) upon thirty (30) days notice in the event Zayo determines in its sole discretion that its network efficiency has been adversely affected.

**18.2 IP Address Allocation Policy.** Zayo assigns IP addresses to its County's for use with certain IP/data based Service. Zayo shall retain any assigned public IP address when County's service is terminated. Zayo and County agree that assigned addresses are "non-portable" and other providers are not allowed to route these addresses. County, who has its own IP addresses, which are allocated directly from American Registry for Internet Numbers (ARIN), will be ported/routed by Zayo where reasonably possible. However, Zayo cannot guarantee the portability/routability of these addresses beyond its own backbone and to the Internet in general. Zayo reserves the right to modify its IP Address allocation Policy without notice.

**18.3 Acceptable Use Policy.** Zayo supports the free flow of information and ideas over the Internet. Zayo does not actively monitor nor does Zayo exercise editorial control over the content of any web site, electronic mail transmission, mailing list, News Group or other material created or accessible over Zayo networks. However, Zayo reserves the right to remove any materials, that, in Zayo's sole discretion, are potentially illegal, may subject Zayo to liability, or violate this Acceptable Use Policy ("AUP"). Such materials may include, but are not limited to, material that is inappropriate, obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent. Any violation of this Policy may result in the suspension or cancellation of Zayo services without liability to Zayo. Channeling any part of any such activity through Zayo's network resources shall constitute a violation of this Policy. ZAYO WILL IN NO EVENT BE LIABLE OR RESPONSIBLE FOR THE INTERNET OR ANY INFORMATION CONTAINED

THEREON. ZAYO DOES NOT WARRANT AND DOES NOT ASSUME ANY LIABILITY FOR ANY CONSEQUENCES SUFFERED BY ANY PERSON AS A RESULT OF OBTAINING INTERNET ACCESS INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM INTERNET CONTENT OR FROM COMPUTER VIRUSES.

Using Zayo services and equipment for illegal purposes or in support of illegal activities is strictly prohibited. Zayo reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Activities, which are in violation of any local, state or federal laws, statutes, regulations, treaties and/or tariffs, would constitute a flagrant violation of the AUP. Should any County activity threaten the integrity of or threaten to adversely affect Zayo's network, Zayo shall be allowed to take steps to reduce or contain the damage, including termination or suspension of the DIA Service.

**18.4 Caching.** Zayo reserves the right to cache data, including but not limited to advertisements, from County's servers to end-users which is transported over Zayo's network. In the event Zayo acts to protect its' network integrity data, County agrees to co-operate with Zayo in the caching process. County agrees to make reasonable changes to County client and server code in order to allow Zayo to cache the data. Notwithstanding anything in this Agreement to the contrary, Zayo shall have the right to increase its prices as a result of the failure to adequately cache. County shall have thirty (30) days from the date it receives notice of such price increase to either accept such increase or terminate the Service Order without penalty. The prices set forth in the applicable Service Order shall remain in effect during such 30-day period. Thereafter, the new increase prices shall take effect.

**18.5 Spam.** Zayo prohibits the transmission, distribution or storage of unwanted or offensive content. Prohibited transmissions include without limitation, viruses, trojan horse programs, messages which include character sequences intended to control the recipient's computer or display screen, make-money fast schemes, pyramid or chain letters, fraudulent offers, threats, harassment, defamation, postings to a newsgroup in violation of its rules, charter or FAQ, unsolicited advertising (whether commercial or informational) and unsolicited e-mail ("SPAM"). Zayo strongly opposes SPAM, which floods the Internet with unwanted and unsolicited e-mail and deteriorates the performance and availability of the Zayo network. All forms of SPAM, and all activities that have the effect of facilitating SPAM, are strictly prohibited. Violation of this provision will result in termination of any applicable Service Attachment and/or County's entire Master Agreement. Zayo shall be allowed to take any action it deems necessary to prevent the transmission, distribution or storage of SPAM.

**18.6 Traffic Limitation.** The IP/data based Services provided hereunder are to be used only in conjunction with services purchased from Zayo. Notwithstanding anything in this Agreement to the contrary, no data traffic shall traverse Zayo's connections unless such traffic originates from or is destined for County end-users assigned to the service ports provided under this Agreement. Traffic not described in the preceding sentence shall be blocked from traversing Zayo's peering connections.

**18.7 Fraud and Network Security.** Zayo is not liable for any damages County may incur as a result of the unauthorized use of County's network facilities. In no event will Zayo be

liable for protection of County's network, transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of County's data files, programs, procedure, information or other network elements or content through fraudulent means or devices. Zayo shall have the right, but not the obligation, to immediately deactivate County's services in the event Zayo reasonably believes such service is the subject of theft or fraud.

#### 19. SERVICE LEVEL REQUIREMENTS

19.1 Transport Availability. The transport Service(s) being provided will meet or exceed 99.999% network availability for protected optical service, 99.99% for protected TDM based services such as DS3s and DS1s, and 99.9% for unprotected services as measured on a monthly basis. If Network Availability is below the percentage above in two (2) out of the three (3) preceding calendar months not due to an Excused Outage, the same shall constitute an event of default hereunder.

19.2 Ethernet Availability. The ethernet Service(s) being provided will meet or exceed 99.9% network availability for unprotected service and 99.95% for protected service as measured on a monthly basis. If Network Availability is below 99.9% for unprotected circuits and 99.95% for protected circuits in two (2) out of the three (3) preceding calendar months not due to an Excused Outage, the same shall constitute an event of default hereunder.

19.3 Mean Time To Repair. Zayo's Mean Time To Repair (MTTR) will be four (4) hours for protected services and eight (8) hours for unprotected services as measured on a

monthly basis for Outages of the Services provided or any part of the Services provided; for example an individual DS3 or group of DS3s. If Zayo's MTTR for all protected Services is greater than four (4) hours in two (2) out of the three (3) preceding months not due to a Force Majeure Event; such occurrence shall constitute an Event of Default on the part of Zayo for the affected circuit.

#### 20. AUDIT, DISCLOSURE AND RETENTION OF RECORDS

20.1 Zayo agrees to make available to duly authorized representatives of the County and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. 16B.06, any books, documents, papers, and records of Zayo that are pertinent to Zayo's provision of Services under this Agreement. Zayo further agrees to maintain all such required records for three (3) years after receipt of final payment and the closing of all other related matters

#### 21. COUNTERPARTS/ FACSIMILE SIGNATURES

Acceptance of this Agreement is contingent upon acceptance by a representative of Zayo duly authorized to execute this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission and facsimile signatures shall be treated as original signatures for all applicable purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below

COUNTY OF ANOKA:

Dennis D. Berg  
Signature  
Dennis D. Berg, Chair  
Anoka County Board of Commissioners

8/17/10  
Date

Zayo Bandwidth, LLC:

Signature: J. Lee  
Title: CEO  
Date: 8/17/10

Terry L. Johnson  
Signature  
Terry L. Johnson  
Anoka County Administrator  
8/17/10  
Date

Approved as to Form:

Charles D. Walsh  
Assistant Anoka County Attorney

8/17/10  
Date

## EXHIBIT A

INITIAL SERVICE ORDER  
To  
WHOLESALE MASTER SERVICES AGREEMENT  
By and Between  
ZAYO BANDWIDTH, LLC  
And  
COUNTY OF ANOKA, MINNESOTA  
DATED: \_\_\_\_\_, 2010

This Service Order is for the provision of transport and bandwidth capacity services ("Services") for connectivity to the sites listed on Attachment 1 hereto ("Sites"), pursuant to the Wholesale Master Service Agreement dated \_\_\_\_\_ ("MSA"), between Zayo Bandwidth, LLC ("ZAYO") and County of Anoka, Minnesota ("County"). This Service Order is subject to the terms and conditions contained in the MSA between the parties.

**Capacity Specifications:** Zayo shall provide the Services to each Site in accordance with the initial capacity requirements set forth for each Site individually, and the shared capacity on the distribution rings, distribution laterals and core rings as set forth on Attachment 1 and Attachment 2, respectively. Core rings will be designed with redundancy to allow for automatic switching with a target switch over time of 50 milliseconds.

**Capacity Service Fee:** \$1 per month per Anchor Institution listed on Attachment 1, during Initial Terms and Renewal Terms as specified in the MSA.

**Site Requirements:**

County shall provide the temperature control, rack space and power, all as specified on Attachment 3.

**Service Term for Services:**

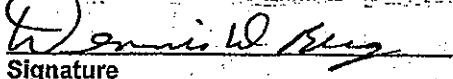
This Service Order shall be coterminous with the MSA. The Services in this Service Order may be terminated as provided in the MSA.

**Change to Capacity Services:** Each Anchor Institution is located on a distribution ring, a distribution lateral or a core ring as specified on Attachment 1. The maximum shared capacity for all Sites on each distribution ring or distribution lateral is 1G. The maximum shared capacity for all Sites on each of the core rings is 10G. The capacity of each distribution ring, a distribution lateral or a core ring and the number of sites that share the capacity are described in Attachment 2.

**Ratification:** This Service Order requested by County shall be governed by the MSA and together therewith shall form a single integrated agreement between ZAYO and County (the "Agreement"). Except as specifically set forth in this Service Order, the Agreement is hereby ratified and affirmed in all respects and all other terms, covenants and conditions of the Agreement shall remain unchanged and shall continue in full force and effect. The definition of "Agreement" in the MSA is hereby amended to include this Service Order, Attachment 1, Attachment 2 and Attachment 3, all attached hereto, are incorporated herein by reference and made a part of this Service Order

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Service Order and intending to be legally bound hereby, ZAYO and User have executed this Service Order effective as of the date of execution by the last Party.

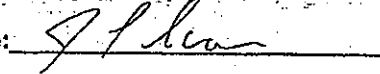
COUNTY OF ANOKA:

  
Signature  
Dennis D. Berg, Chair

Anoka County Board of Commissioners

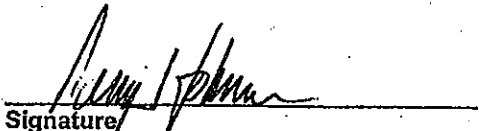
8/17/10  
Date

Zayo Bandwidth, LLC:

Signature: 

Title: Pres.

Date: 8/17/10

  
Signature  
Terry L. Johnson  
Anoka County Administrator

8/17/10  
Date

Approved as to Form:

  
Assistant Anoka County Attorney

8/17/10  
Date

# EXHIBIT A--ATTACHMENT 1

## SITE LIST

No.	Type	Name	Address	City	State	ZIP	COHERING	DISTRIBUTION	Hub Site	Hub Site (S)	Dual Ethernet Provider	Site #	Equip	Initial Capital
1	WATER TOWER	PAUL PARKWAY WATER TOWER	1100 PAUL PARKWAY NE	BLAINE	MINN	55404	CR1	CR1-H1	143	143		71	ME-3400EG-12CS-M	100M
2	FIRE	SEM FIRE STATION 8	11920 UNKES ST NE	BLAINE	MINN	55404	CR1	CR1-H1	143	143		135	ME-3400EG-12CS-M	100M
3	DATA CENTER	BACKUP DATA CENTER	12300 PAUL PARKWAY	BLAINE	MINN	55404	CR1	CR1-H1	143	143		67	ME-3400EG-12CS-M	100M
4	LIBRARY	JOHNSVILLE LIBRARY	12461 ONE PARK BLD	BLAINE	MINN	55404	CR1	CR1-H1	143	143		14	ME-3400EG-12CS-M	1.6B
5	FIRE	SEM FIRE STATION #1	1770 COUNTY HWY 20	SPRING LAKE PARK	MINN	55404	CR1	CR1-H1	143	143		132	ME-3400EG-12CS-M	1.00M
6	TREATMENT PLANT	EAST WATERS TREATMENT PLANT	11800 DOODWOOD ST NW	COON RAPIDS	MINN	55433-3441	CR1	CR1-H2	143	88		55	ME-3400EG-12CS-M	100M
7	LIBRARY	CROOKED LAKE LIBRARY	11800 CROOKED LAKE BVD NW	COON RAPIDS	MINN	55433-3441	CR1	CR1-H2	143	88		16	ME-3400EG-12CS-M	1.6B
8	FIRE	COON RAPIDS FIRE STATION 2	1199 121ST AVE NW	COON RAPIDS	MINN	55448	CR1	CR1-H2	143	88		90	ME-3400EG-12CS-M	100M
9	COMMUNITY BLDG	BUMBER HILLS COMMUNITY BLDG	12800 BUMBER PRAMIE RD	COON RAPIDS	MINN	55448	CR1	CR1-H2	143	88		72	ME-3400EG-12CS-M	1.6B
10	PARKS	ANDRA COURT PARK	12801 POLLY BUD	COON RAPIDS	MINN	55448	CR1	CR1-H2	143	88		29	ME-3400EG-12CS-M	100M
11	TREATMENT PLANT	WEST WATER TREATMENT PLANT	12441 169th AVE	COON RAPIDS	MINN	55448-3402	CR1	CR1-H2	143	88		56	ME-3400EG-12CS-M	100M
12	FIRE	COON RAPIDS FIRE STATION 3	2181 111TH AVE NW	COON RAPIDS	MINN	55448-3402	CR1	CR1-H2	143	88		89	ME-3400EG-12CS-M	100M
13	COMMUNITY CENTER	COON RAPIDS COMMUNITY CENTER	3030 111th AVE	COON RAPIDS	MINN	55448	CR1	CR1-H2	143	88		99	ME-3400EG-12CS-M	1.6B
14	FIRE	FRIDLEY FIRE STATION 3	110 77th Way NE	FRIDLEY	MINN	55432-4517	CR1	CR1-H3	88	103		104	ME-3400EG-12CS-M	100M
15	FIRE	COON RAPIDS FIRE STATION 1	1460 EGRET BVD	COON RAPIDS	MINN	55448	CR1	CR1-H3	88	103		91	ME-3400EG-12CS-M	100M
16	PUBLIC WORKS	COON RAPIDS PUBLIC WORKS DEPT.	1831 11th AVE	COON RAPIDS	MINN	55448	CR1	CR1-H3	88	103		94	ME-3400EG-12CS-M	1.6B
17	PARKS	HEADQUARTERS OF MN PARKS AND RECREATION ASSOC. (ISLANDS OF PEACE)	200 CHARLES ST NE	FRIDLEY	MINN	55448	CR1	CR1-H3	88	103		10	ME-3400EG-12CS-M	100M
18	LICENSE CENTER	COON RAPIDS LICENSE CENTER	465 39TH AVE NW	COON RAPIDS	MINN	55448	CR1	CR1-H3	88	103		23	ME-3400EG-12CS-M	1.6B
19	PARKS	RIEDEL COMMUNITY BUILDING	5100 EAST RIVER RD	FRIDLEY	MINN	55448	CR1	CR1-H3	88	103		31	ME-3400EG-12CS-M	100M
20	PARKS	SAFFILL-COCKE COMMUNITY CENTER	5666 E RIVER RD	FRIDLEY	MINN	55492-4229	CR1	CR1-H3	88	103		1	ME-3400EG-12CS-M	100M
21	PARKS	ANDRA COUNTY PARKS - COON RAPIDS DAN VISION CENTER	9750 EGRET BVD	COON RAPIDS	MINN	55448	CR1	CR1-H3	88	103		33	ME-3400EG-12CS-M	100M
22	LIBRARY	MISSISSIPPI LIBRARY	910 MISSISSIPPI ST NE	FRIDLEY	MINN	55432-4416	CR1	CR1-H4	103	140	YES	17	ME-3400EG-12CS-M	1.6B
23	RADIO TOWER	RED HILLS RADIO TOWERS	4700 STINSON BVD NE	COLUMBIA HEIGHTS	MINN	55421-8855	CR1	CR1-H4	103	140		44	ME-3400EG-12CS-M	100M
24	WATER TOWER	WATER TOWER	4702 STINSON BVD	COLUMBIA HEIGHTS	MINN	55421-8855	CR1	CR1-H4	103	140		84	ME-3400EG-12CS-M	100M
25	FIRE	FRIDLEY FIRE STATION 2	6891 CENTRAL AVENUE	FRIDLEY	MINN	55424	CR1	CR1-H4	103	140		105	ME-3400EG-12CS-M	100M
26	LICENSE CENTER	COLUMBIA HEIGHTS LICENSE CENTER	3891 CENTRAL AVE	COLUMBIA HEG	MINN	55421	CR1	CR1-H5	103	81		21	ME-3400EG-12CS-M	1.6B
27	COMMUNITY BLDG	HANSON HALL COMMUNITY BLDG (Possible Public Compelling Center)	550 MILL ST NE	COLUMBIA HEIGHTS	MINN	55421-8855	CR1	CR1-H5	103	81		83	ME-3400EG-12CS-M	100M
28	CITY HALL	COLUMBIA HEIGHTS CITY HALL	500 40TH AVE NE	COLUMBIA HEG	MINN	55421-8855	CR1	CR1-H5	103	81		78	ME-3400EG-12CS-M	1.6B
29	SCHOOL	FRIDLEY HIGH SCHOOL (LUP) LEARNING CENTER	6085 7TH ST NE	FRIDLEY	MINN	55421-8855	CR1	CR1-H5	103	81		101	ME-3400EG-12CS-M	1.6B
30	PUBLIC WORKS	COLUMBIA HEIGHTS PUBLIC WORKS	157 88TH AVE NE	COLUMBIA HEIGHTS	MINN	55421-8855	CR1	CR1-H5	103	81		82	ME-3400EG-12CS-M	1.6B
31	LIBRARY	Columbia Heights Library	140 40TH AVE NE	COLUMBIA HEIGHTS	MINN	55421-8855	CR1	CR1-H5	103	81		80	ME-3400EG-12CS-M	1.6B
32	CITY HIGH BLDG	CITY HIGH BLDG	165 40TH AVE NE	COLUMBIA HEIGHTS	MINN	55421-8855	CR1	CR1-H5	103	81		79	ME-3400EG-12CS-M	100M

No.	Type	Name	Address	City	State	ZIP	CODE	DISTRIBUTION RING/LATERAL	Hub Site (1)	Hub Site (2)	Dual Entrance Provided	Site	Equip	Initial Capacity
23	FIRE	FRIDLEY FIRE STATION 1 / Fridley Police Station	6481 UNIVERSITY AVE NE	FRIDLEY	MN	55432-4305	CR1	CR1				106	NONE	100M
34	POLICE / CHIC CENTER	COON RAPIDS CITY HALL / POLICE STATION / CIVIC CENTER	11155 ROBINSON DR	COON RAPIDS	MN	55448	CR3	CR3				88	WS-C9900M	1 GB
35	COLLEGE	ANDOKA-BANSEY COMMUNITY COLLEGE	11200 MISSISSIPPI BLVD, NW	COON RAPIDS	MN	55459	CR1	CR1				143	WS-C9900M	1 GB
36	GOVERNMENT	COLUMBIA HEIGHTS HS	1400 49TH AVE	COLUMBIA HEIGHTS	MN	55439	CR1	CR1				140	WS-C9900M	1 GB
37	CENTER	ANDOKA COUNTY GOVERNMENT CENTER	2100 3RD AVE N	ANDOKA	MN	55309	CR1	CR1				6	WS-C9900M	10 GB
38	LIBRARY	RANNEY COUNTY LIBRARY	2574 CO. RD. 1D	MOONDA VIEW	MN	55412-2401	CR1	CR1				145	WS-C9900M	1 GB
39	CITY HALL	HILLTOP CITY HALL	4555 JACKSON ST NE	HILLTOP	MN	55422-2401	CR1	CR1				113	WS-C9900M	100M
40	CITY HALL	FRIDLEY CITY HALL	6481 UNIVERSITY AVE NE	FRIDLEY	MN	55432-4305	CR1	CR1				103	WS-C9900M	1 GB
41	CAMPUS	PUBLIC SAFETY CENTER (P.S.C.)	585 41ST AVE NE	COLUMBIA HEIGHTS	MN	55432-4305	CR1	CR1				81	WS-C9900M	1 GB
42	SCHOOL	ST. FRANCIS ELEMENTARY	22919 ST. FRANCIS BLVD	ST. FRANCIS	MN	55432-4305	CR2	CR2-H1	123	123		149	ME-3400EG-12CS-M	100M
43	SCHOOL	ST. FRANCIS MIDDLE SCHOOL	21026 AMBASSADOR BLVD NW	ST. FRANCIS	MN	55432-4305	CR2	CR2-H1	129	123		148	ME-3400EG-12CS-M	100M
44	PARKS	ANDOKA COUNTY PARKS - LAKE GEORGE MAINTENANCE SHOP	2740 - 22ND AVE NW	ANDOKA	MN	55309	CR2	CR2-H1	129	123		28	ME-3400EG-12CS-M	100M
45	SCHOOL	ST. FRANCIS HIGH SCHOOL	1925 BRIDGE ST	ST. FRANCIS	MN	55432-4305	CR2	CR2-H1	129	123		147	ME-3400EG-12CS-M	1 GB
46	LIBRARY	ST. FRANCIS LIBRARY	3515 BRIDGE ST NW	ST. FRANCIS	MN	55432-4305	CR2	CR2-H1	129	123	YES	39	ME-3400EG-12CS-M	1 GB
47	POLICE	ST. FRANCIS POLICE / FIRE STATION	3740 BRIDGE ST NW	ST. FRANCIS	MN	55432-4305	CR2	CR2-H1	129	123		130	ME-3400EG-12CS-M	100M
48	SCHOOL	GROSSDALE SCHOOL AND VOCATIONAL CENTER / CENTRAL SERVICES CENTER	4111 AMBASSADOR BLVD NW	ST. FRANCIS	MN	55432-4305	CR2	CR2-H1	129	123		146	ME-3400EG-12CS-M	1 GB
49	SCHOOL	CEAR CREEK ELEM	2108 POLK STREET NE	EAST BETHEL	MN	55804	CR2	CR2-H2	64	98		153	ME-3400EG-12CS-M	100M
50	SCHOOL	EAST BETHEL ELEM	2110 POLK STREET NE	EAST BETHEL	MN	55804	CR2	CR2-H2	64	98		152	ME-3400EG-12CS-M	100M
51	PUBLIC WORKS	MUSQUITO CONTROL DISTRICT	1260 BUNKER LAKE BLVD	ANDOVER	MN	55904	CR2	CR2-H3	108	39		26	ME-3400EG-12CS-M	100M
52	PARKS	MAINTENANCE SHOP	1350 BUNKER LAKE BLVD	ANDOVER	MN	55403	CR2	CR2-H3	108	39		34	ME-3400EG-12CS-M	100M
53	HIGHWAY	800 MR. RADIO TOWERS	15555 HANSON BLVD	ANDOVER	MN	55904	CR2	CR2-H3	108	39	YES	42	ME-3400EG-12CS-M	100M
54	POLICE	HIGHWAY DEPARTMENT	1440 BUNKER LAKE BLVD	ANDOVER	MN	55904	CR2	CR2-H3	108	39	YES	7	ME-3400EG-12CS-M	1 GB
55	POLICE	SHERIFFS PAROL STATION	2580 BUNKER LAKE BLVD	ANDOVER	MN	55904	CR2	CR2-H3	108	39		86	ME-3400EG-12CS-M	1 GB
56	FIRE	ANDOVER FIRE STATION 3	15829 CROSSTOWN BLVD NW	ANDOVER	MN	55904	CR2	CR2-H3	108	39		55	ME-3400EG-12CS-M	100M
57	PARKS	ANDOKA COUNTY PARKS ADMINISTRATION BLDG.	550 BUNKER LAKE BLVD	ANDOVER	MN	55904	CR2	CR2-H3	108	39	YES	27	ME-3400EG-12CS-M	1 GB
58	WATER TOWER	TOWER #2	2717 CROSSTOWN BLVD NW	ANDOVER	MN	55904	CR2	CR2-H4	52	39		59	ME-3400EG-12CS-M	100M
59	COMMUNITY BLDG	ANDOVER STATION NORTH COMMUNITY BUILDING	1828 139TH LANE NW	ANDOVER	MN	55904	CR2	CR2-H4	52	39		57	ME-3400EG-12CS-M	100M
60	COMMUNITY BLDG	SUNSHINE PARK COMMUNITY BUILDING	1800 CROSSTOWN BLVD NW	ANDOVER	MN	55904	CR2	CR2-H4	52	39		56	ME-3400EG-12CS-M	100M
61	FIRE	ANDOVER FIRE STATION 1	1875 CROSSTOWN BLVD NW	ANDOVER	MN	55904-2350	CR2	CR2-H4	52	39		54	ME-3400EG-12CS-M	100M
62	WATER TOWER	TOWER #1	14655 ROSE ST NW	ANDOVER	MN	55904-2350	CR2	CR2-H5	39	60		58	ME-3400EG-12CS-M	100M
63	FIRE	ANDOVER FIRE STATION 2	16805 VALLEY DR NW	ANDOVER	MN	55904	CR2	CR2-H5	39	60		53	ME-3400EG-12CS-M	100M
64	LIBRARY	ANDOKA COUNTY LIBRARY - HISTORICAL SOCIETY	2435 3RD AVE N	ANDOKA	MN	55808-2158	CR2	CR2-H5	39	60		11	ME-3400EG-12CS-M	100M
65	FIRE	ANDOKA FIRE STATION	2901 3RD AVE	ANDOKA	MN	55908	CR2	CR2-H5	39	60		61	ME-3400EG-12CS-M	100M
66	POLICE	ANDOKA POLICE	279 ROBINSON ST	ANDOKA	MN	55908	CR2	CR2-H5	39	60		62	ME-3400EG-12CS-M	1 GB

No.	Type	Name	Address	City	State	ZIP	CORERING	DISTRIBUTION RINGS/LATERALS	Hub Site (1)	Hub Site (2)	Dual Entrance Provided	Stations	Equip	Inhibit Capacity
67	MAN	RUM RIVER HUMAN SERVICE CENTER	3500 4TH AVE	ANOKA	MN	55309	CR2	CR2-H5	39	60	YES	8	ME-3400EG-12CS-M	1 GB
68	LIBRARY	RUM RIVER LIBRARY	1201 6TH AVENUE	ANOKA	MN	55309-2253	CR2	CR2-H5	39	60	YES	12	ME-3400EG-12CS-M	1 GB
69	PUBLIC SERVICES	ANOKA PUBLIC SERVICES	501 PIERCE ST	ANOKA	MN		CR2	CR2-H5	39	60		69	ME-3400EG-12CS-M	1 GB
70	SCHOOL	LIFELINK LEARNING CENTER	1690 CEDAR DR	OAK GROVE	MN		CR2	CR2-H6	309	123	YES	150	WS-C4900M	100M
71	FIRE	EAST BETHEL FIRE STATION 1	2255 YOUNG BLVD NE	EAST BETHEL	MN	55021-9840	CR2	CR2-H6	109	123		98	WS-C4900M	100M
72	FIRE	RAMSEY FIRE STATION 2	15139 NOWTHEN BLVD NW	RAMSEY	MN	55309-6140	CR2	CR2-L1	342			51	ME-3400EG-12CS-M	1 GB
73	RADIO TOWER	800 MHz RADIO TOWERS	5636 ALPINE DR NW	RAMSEY	MN	55309-6140	CR2	CR2-L1	342			24	ME-3400EG-12CS-M	1 GB
74	LICENSE CENTER	ANOKA LICENSE CENTER	6111 HIGHWAY 10 #500	RAMSEY	MN	55308	CR2	CR2-L1	342			128	ME-3400EG-12CS-M	1 GB
75	SECURITY	BUMCHERT COMMUNITY SECURITY HEADQUARTERS	RHW 47 & 160TH	RAMSEY	MN	55308-4822	CR2	CR2-L1	342			127	ME-3400EG-12CS-M	1 GB
76	FIRE	RAMSEY FIRE STATION 1	11050 ARNOLD DR	RAMSEY	MN	55308-4822	CR2	CR2-L2	125			222	ME-3400EG-12CS-M	1 GB
77	FIRE	BEARD WITH CITY OF RAMSEY	1988B NOWTHEN BLVD NW	NOWTHEN	MN		CR2	CR2-L3	120			50	ME-3400EG-12CS-M	100M
78	RADIO TOWER	800 MHz RADIO TOWERS	20167 ST. FRANCIS BLVD NW	NOWTHEN	MN		CR2	CR2-L9	120			121	ME-3400EG-12CS-M	100M
79	CITY HALL	NOWTHEN CITY HALL	6188 189TH AVE NW	NOWTHEN	MN		CR2	CR2-L9	120			46	ME-3400EG-12CS-M	100M
80	RADIO TOWER	800 MHz RADIO TOWERS	15624 Central Ave. NE	HAM LAKE	MN		CR2	CR2-L5	108			22	ME-3400EG-12CS-M	100M
81	PARIS	ANOKA CO. COMMUNITY MEETING FACILITY	AT HANSON/2380 AVE	ANDOVER	MN	55304	CR2	CR2-L6				28	ME-3400EG-12CS-M	100M
82	COMPOSITE	ANOKA COUNTY COMPOSITE	HANSON BLVD	COON RAPIDS	MN	55304	CR2	CR2-L6				65	ME-3400EG-12CS-M	100M
83	POLICE	SHERIFF'S GUN RANGE	HANSON BLVD	COON RAPIDS	MN	55304	CR2	CR2-L6				45	ME-3400EG-12CS-M	100M
84	FIRE	BETHEL FIRE STATION	159 BROADWAY AVE NW	BETHEL	MN	55005	CR2	CR2-L7	64			151	ME-3400EG-12CS-M	100M
85	RADIO TOWER	800 MHz RADIO TOWERS	2100 237 Av. NW	BETHEL	MN		CR2	CR2-L7	64			40	ME-3400EG-12CS-M	100M
86	SCHOOL	SANDHILL CENTER FOR THE ARTS & COMMUNITY EDUCATION (possible Public Computer Center)	23820 DEWEY ST	BETHEL	MN		CR2	CR2-L7	64			22	ME-3400EG-12CS-M	1 GB
87	PUBLIC WORKS	ANSWERING POINT	21555 HANSON BLVD	ANDOVER	MN	55304	CR2	No Equip Site	108	39		39	NONE	100M
88	LICENSE CENTER	HAM LAKE LICENSE CENTER	17585 CENTRAL AVE NE #300	HAM LAKE	MN	55070	CR2	No Equip Site	18			39	NONE	1 GB
89	CAMPUS	ANOKA COUNTY SHERIFFS OFFICE	21901 HANSON BLVD NW	ANDOVER	MN	55304	CR2	CR2			YES	25	WS-C4900M	10 GB
90	COLLEGE	ANOKA TECHNICAL COLLEGE	1255 WEST HIGHWAY 20	ANOKA	MN	55308	CR2	CR2				142	WS-C4900M	1 GB
91	EXAMINER	MIDWEST MEDICAL EXAMINERS OFFICE	14842 RHINESTONE ST NW	ANOKA	MN	55303	CR2	CR2			YES	25	WS-C4900M	10 GB
92	CITY HALL	BETHEL CITY HALL	25544 CENTRAL AVE NE	HAM LAKE	MN	55304-5669	CR2	CR2				108	WS-C4900M	1 GB
93	CITY HALL	ANDOVER CITY HALL	165 MAIN ST NW	BETHEL	MN	55311	CR2	CR2				64	WS-C4900M	100M
94	CITY HALL	HAM LAKE FIRE STATION 2	1685 CROSTOWN BLVD NW	ANDOVER	MN	55304-2612	CR2	CR2				52	WS-C4900M	1 GB
95	FIRE	NORTH CENTRAL LIBRARY	17521 ROUTE 21 NE	HAM LAKE	MN	55304	CR2	CR2				109	WS-C4900M	100M
96	LIBRARY	OAK GROVE LIBRARY	17565 CENTRAL AVE NE	HAM LAKE	MN	55304	CR2	CR2				38	WS-C4900M	1 GB
97	FIRE	RAMSEY FIRE STATION 2	19720 HOWARTH ST NW	OAK GROVE	MN	55303	CR2	CR2				224	WS-C4900M	100M
98	COMMUNITY	RAMSEY COMMUNITY BUILDING	19900 NOWTHEN BLVD NW	NOWTHEN	MN	55303-9555	CR2	CR2				120	WS-C4900M	100M
99	CITY HALL	OAK GROVE CITY HALL / FIRE	19500 HIGHTHAWK ST NW	OAK GROVE	MN	55312-2004	CR2	CR2				123	WS-C4900M	100M
100	CITY HALL	ANOKA CITY HALL	2015 1ST AVENUE	ANOKA	MN	55303-2945	CR2	CR2				60	WS-C4900M	1 GB

No.	Type	Name	Address	City	STATE	ZIP	CORE RUNG	DISTRIBUTION RING/LATERAL	Hub Site (M)	Hub Site (S)	Dial Entrance Provider	Sheets	VLAN #	Equip	Initial Capacity
101	CITY HALL	ST FRANCIS CITY HALL	2340 CREE ST NW	ST FRANCIS	IA	55070	CR2					119	CR2	WS-C9900M	1 GB
102	SCHOOL	110 LEARNING CENTER	2727 N EBBY ST	ANDORA	IA	55033	CR2					139	School	WS-C9900M	1 GB
103	CITY HALL	RAMSEY CITY HALL/POLICE	7550 BIRCHWOOD DR NW	RAMSEY	IA	55033	CR2					125	Ramsey1	WS-C9900M	1 GB
104	LIBRARY	CENTENNIAL LIBRARY	100 CIVIC HEIGHTS CR. NE	CIRCLE PINES	IA	55014-2788	CR3	CR3-H1	114	75		15	Library3	ME-3400EG-12CS-M	1 GB
105	FIRE	CENTENNIAL FIRE STATION 1	2 EAST RD	CIRCLE PINES	IA	55014-1645	CR3	CR3-H1	114	75		127	Centennial2	ME-3400EG-12CS-M	100M
106	HUMAN SERVICES	EASTERN HUMAN SERVICE CENTER	4275 LOVELL RD NE R1D2	CIRCLE PINES	IA	55014	CR3	CR3-H1	114	75		10	Humansv1	ME-3400EG-12CS-M	100M
107	LICENSE CENTER	BLAINE LICENSE CENTER	10935 CUB WEST PKWY	BLAINE	IA	55449	CR3	CR3-H2	66	9		20	Licensed1	ME-3400EG-12CS-M	1 GB
108	FIRE	50M FIRE STATION 2	1301 80TH AVE NE	BLAINE	IA	55449-3307	CR3	CR3-H2	66	9		14	50M1	ME-3400EG-12CS-M	100M
109	PUBLIC WORKS	BLAINE PUBLIC WORKS	1001 101ST AVE NE	BLAINE	IA	55449	CR3	CR3-H2	66	9		68	Blaine2	ME-3400EG-12CS-M	1 GB
110	RADIO TOWER	800 MHz RADIO TOWERS	5145 LINCOLN ST NE	BLAINE	IA	55449	CR3	CR3-H2	66	9		48	Radio3	ME-3400EG-12CS-M	100M
111	WATER TOWER	AQUATORE PARK WATER TOWER	9145 LINCOLN ST NE	BLAINE	IA	55449	CR3	CR3-H2	66	9		70	Blaine2	ME-3400EG-12CS-M	100M
112	POLICE	CENTENNIAL LAKE POLICE STATION	54 NORTH RD	CIRCLE PINES	IA	55014	CR3	CR3-HB	75	117		76	CirclePine1	ME-3400EG-12CS-M	100M
113	PARKS	CHOKING ACTIVITY CENTER	646 SANDPIPER DR	CIRCLE PINES	IA	55014	CR3	CR3-HB	75	117		5	PublicWorks1	ME-3400EG-12CS-M	100M
114	PUBLIC WORKS	CIRCLE PINES PUBLIC WORKS	750 CIVIC HEIGHTS DRIVE	CIRCLE PINES	IA	55014	CR3	CR3-HB	75	117		77	CirclePine1	ME-3400EG-12CS-M	100M
115	FIRE	LEXINGTON FIRE STATION	9055 SOUTH SERVICE DR	LEXINGTON	IA	55014-2718	CR3	CR3-L1	114			115	Lexington2	ME-3400EG-12CS-M	100M
116	PUBLIC WORKS	LEXINGTON PUBLIC WORKS	9109 Harding Ave. N.	LEXINGTON	IA	55014-2718	CR3	CR3-L1	114			116	Lexington2	ME-3400EG-12CS-M	100M
117	WATER TOWER	HAMLAINE AVE WATER TOWER	9818 HAMLAINE AVENUE	BLAINE	IA	55014-1846	CR3	CR3-L1	114			71	Blaine2	ME-3400EG-12CS-M	100M
118	FIRE	50M FIRE STATION 4	10290 LEVER ST NE	BLAINE	IA	55014-1846	CR3	CR3-L2	66			133	50M1	ME-3400EG-12CS-M	100M
119	FIRE TREATMENT	HAM LAKE FIRE STATION 3	4250 140TH AVE NE	HAM LAKE	IA	55014-1846	CR3	CR3-L2	66			112	HamLake2	ME-3400EG-12CS-M	100M
120	PLANT	TREATMENT PLANT #8	6629 10800 LANE NE	BLAINE	IA	55014	CR3	CR3-L2	66			69	Blaine2	ME-3400EG-12CS-M	100M
121	WATER TOWER	LEXINGTON AVE WATER TOWER	SOUTH OF 135TH AND LEXINGTON	BLAINE	IA	55014	CR3	CR3-L2	66			73	Blaine2	ME-3400EG-12CS-M	100M
122	RADIO TOWER	800 MHz RADIO TOWERS	7545 4th N.	LIHO LAKES	IA	55014	CR3	CR3-L4	117			47	Radio1	ME-3400EG-12CS-M	100M
123	CO-RECREATIONAL FACILITY	ANOKA CO. JUVENILE CENTERS	7555 4TH AVE	LIHO LAKES	IA	55014	CR3	CR3-L4	117			3	Police1	ME-3400EG-12CS-M	1 GB
124	PARKS	JOSEPH E. WARGO ACTIVITY CENTER	7701 MAIN ST	LIHO LAKES	IA	55014	CR3	CR3-L4	117			35	Park1	ME-3400EG-12CS-M	1 GB
125	FIRE	CENTENNIAL FIRE STATION 2	7781 LAKE DR	LIHO LAKES	IA	55014	CR3	CR3-L4	117			138	Centennial2	ME-3400EG-12CS-M	100M
126	FIRE	EAST BETHEL FIRE STATION 2 / EAST BETHEL PUBLIC WORKS	2375 221ST AVE NE	EAST BETHEL	IA	55011	CR3	CR3-L5	97			99	EastBethel2	ME-3400EG-12CS-M	100M
127	FIRE	LIHOWOOD TOWNSHIP FIRE STATION	22870 TYPO CREEK DR NE	LIHOWOOD TOWNSHIP	IA	55079	CR3	CR3-L6	119			118	Lihood2	ME-3400EG-12CS-M	100M
128	FIRE	COLUMBUS FIRE SUBSTATION	16939 KETTLE RIVER BLVD NW	COLUMBUS	IA	55025-8419	CR3	CR3-L7	85			86	Columbus2	ME-3400EG-12CS-M	100M
129	PUBLIC WORKS	COLUMBUS PUBLIC WORKS	16945 KETTLE RIVER BLVD NW	COLUMBUS	IA	55025-8419	CR3	CR3-L7	85			87	Columbus1	ME-3400EG-12CS-M	100M
130	POLICE	COLUMBUS POLICE SUBSTATION	16829 KETTLE RIVER BLVD NW	COLUMBUS	IA	55025-8419	CR3	No Equip Site	85			37	Police2	NONE	100M
131	CITY HALL	BLAINE CITY HALL / POLICE	10801 TOWNS SQUARE DR	BLAINE	IA	55434	CR3					66	Blaine1	WS-C9900M	1 GB
132	HUMAN SERVICES	BLAINE HUMAN SERVICE CENTER	1204 88TH AVE	BLAINE	IA	55434	CR3					9	AnokaCounty2	WS-C9900M	10 GB
133	CITY HALL	SPRING LAKE PARK CITY HALL / POLICE	1801 81ST AVE NE	SPRING LAKE PARK	IA	55432-2116	CR3					111	CR1	WS-C9900M	1 GB
134	CITY HALL	COLUMBUS CITY HALL	16529 KETTLE RIVER BLVD NW	COLUMBUS	IA	55025-8419	CR3					85	Columbus1	WS-C9900M	1 GB
135	RADIO TOWER	800 MHz RADIO TOWERS	18320 CEDARS ST NE	COLUMBUS	IA	55025-8419	CR3					48	Radio1	WS-C9900M	100M

Anoka County Community Anchor Institutions															
No.	Type	Name	Address	City	STATE	ZIP	CORE BING	DISTRIBUTION RING/LATERAL	Hm Site (1)	Hm Site (2)	Dial Entrance Provider	Site	VLAN 1	Equip	Initial Capacity
136	CITY HALL	CENTERVILLE CITY HALL/Combustible Fire Station 3	1680 MAIN ST	CENTERVILLE	MN	55038-9794	CR3					74	CR3	WS-C4900M	1GB
137	CITY HALL	CIRCLE PINES CITY HALL	220 CIVIC HEIGHTS CIR	CIRCLE PINES	MN	55014	CR3					75	CirclePine1	WS-C4900M	1GB
138	CITY HALL	EAST BETHEL CITY HALL	2241 221ST AVENUE	EAST BETHEL	MN	55011-9790	CR3					97	EastBethel1	WS-C4900M	100M
139	TOWN HALL	LUNWOOD TOWN HALL	22817 TYPO CREEK DRIVE	LUNWOOD TOWN	MN	55079-9549	CR3					119	CR3	WS-C4900M	100M
140	TREATMENT PLANT	EAST BETHEL WATER TREATMENT FACILITY	24225 Pierce Path NE	EAST BETHEL			CR3					102	EastBethel1	WS-C4900M	100M
141	COLLEGE	ANOKA-RAMSEY COMMUNITY COLLEGE (CAMBRIDGE CAMPUS)	900 SPIRIT RIVER DR. S.	CAMBRIDGE			CR3					144	ARCC	WS-C4900M	1GB
142	FIRE	EAST BETHEL FIRE STATION 3	342 FOREST RD NE	EAST BETHEL	MN	55092	CR3					100	EastBethel2	WS-C4900M	100M
143	CITY HALL	LUNO LAKES CITY HALL	620 TOWN CENTER PKWY	LUNO LAKES	MN	55014	CR3					117	CR3	WS-C4900M	1GB
144	LIBRARY	NORTHTOWN LIBRARY	711 COUNTY ROAD 10 NE	BOJONE	MN	55434-2332	CR3					13	Urban3	WS-C4900M	1GB
145	CITY HALL	LEXINGTON CITY HALL	9180 LEXINGTON BLVD	LEXINGTON	MN	55014	CR3					114	Lexington1	WS-C4900M	1GB

**EXHIBIT A--ATTACHMENT 2**

**MAXIMUM SHARED CAPACITY PER FINAL CORE RING  
FINAL DISTRIBUTION RING/LATERAL**

Core Ring- Distribution Ring/Lateral	Shared Capacity	Sites
Anoka / Zayo POP	N/A	1
CR1	10G	7
CR2	10G	17
CR3	10G	15
CR1-H1	1G	5
CR1-H2	1G	8
CR1-H3	1G	8
CR1-H4	1G	4
CR1-H5	1G	7
CR2-H1	1G	7
CR2-H2	1G	2
CR2-H3	1G	7
CR2-H4	1G	3
CR2-H5	1G	9
CR2-L1	1G	4
CR2-L2	1G	1
CR2-L3	1G	3
CR2-L5	1G	1
CR2-L6	1G	3
CR2-L7	1G	3
CR3-H1	1G	3
CR3-H2	1G	5
CR3-H3	1G	3
CR3-L1	1G	3
CR3-L2	1G	4
CR3-L4	1G	4
CR3-L5	1G	1
CR3-L6	1G	1
CR3-L7	1G	2
CR3-L8	1G	0
No Equip Site	N/A	4
<b>TOTAL SERVICE SITE COUNT</b>		<b>145</b>

## EXHIBIT A--ATTACHMENT 3

### SITE SPECIFICATIONS

#### **Environmental:**

- Equipment to be located in a space that is clean, dry and secure
- Space should be conditioned by heating and cooling equipment and maintain constant temperature in the range of 68 to 83 degrees Fahrenheit, humidity 40 - 60%

#### **Network Equipment Rack:**

- Provide 19" X 72" standard steel or aluminum telecom relay rack with EIA hole spacing.
- Rack should be securely fastened to the floor using anchors appropriate for the flooring type
- Install should provide a minimum of 36" clearance in front and behind relay rack for equipment installation and servicing
- Depending on space availability, County may request Zayo to provide an exception to one or more of these network equipment rack specifications for certain locations.

#### **Grounding:**

- Relay rack should be earth grounded utilizing building steel, cold water pipe or connection to existing ground bar

#### **Power:**

- A negative 48 Volt DC power system with appropriate power backup to be provided and sized in accordance with the network equipment requirements listed below. Each element will require an A and B feed. A and B feed can be provided from a single rectifier and distribution source.
- Battery and/or generator backup time should be a minimum of 8 hours and based on the circuit provided to each network element. A and B feeds should be counted as a single, redundant circuit (Example: 40 amp A feed and 40 amp B feed equals 40 amps of total load)

#### **Network Equipment Requirements:**

##### Cisco 7 series:

##### Dimensions

- Height: 33.3 in. (82.3 cm)
- Width: 17.2 in. (42.5 cm)
- Depth: 18.1 in. (44.7 cm)

##### Power:

- 40 A per DC input @ -48 VDC input voltage (total of 4 inputs) per power supply (2 power supplies required per router)

##### Cisco 4900:

##### Dimensions

- 2RU

##### Power:

- 30A per DC input @ -48 VDC input voltage (total of 2 inputs per router)
- DC input operating range: -48 to -60 VDC

Cisco 3400E:

Dimensions:

- 1RU

Power:

- 5A per DC input @ -48 VDC input voltage (total of 2 inputs per router)
- (For the 3400E sites, if AC only is available, Zayo needs to be notified in advance of the AC sites, and for the AC sites, a UPS dedicated to the switch, with at least 700VA capacity is required.)

Note: To the extent that any Site does not meet one or more of the specifications above, any disruptions in Services related to the inability to meet such specification shall be deemed to be an Excused Outage for purposes of Section 19 of the MSA.

**EXHIBIT B**  
**EXAMPLE SERVICE ORDER FORM**

<b>Zayo™</b> SANDWICH	<b>Service Order Form</b>
--------------------------	---------------------------

Order Information			
Account Name	Test Account	Billing Account ID	
Customer Name	Wes Kinney	Zayo Representative	Pam Moore
Phone Number	(303) 381-3237	Phone Number	
Email Address	wkinney@zayo.com	Email Address	pmoore@zayo.com

Raw Service Order - RSO#66					
Contract Details		Product Details		Protection Details	
Service Order ID	038788	Product Family	Private Line	Core Network Fiber Path Diversity	Yes
Order Type	New	Product Category	Point to Point	Core Network Protection	Yes
Service Item	SL	Bandwidth	10G	Diverse Laterals & SRT Separation	NA
MIS	test	Circuit Options	10G G-bit Unsymmetrical		
Customer PO	NA				

N Location	10 Hudson St, 1st Fl MMRC New York, NY 10013	Z Location	401 N Broad St, Suite 801 Philadelphia, PA 19123
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Details				Protection Details			
Bonding Status	On-Net	Handoff	DS-3 (Coax)	Bonding Status	On-Net	Handoff	DS-3 (Coax)
CFA Provided By	Zayo	Entrance	Single	CFA Provided By	Zayo	Entrance	Single
CFA Location	Zayo On-Net	Local Fiber Path Diversity	Yes	CFA Location	Zayo On-Net	Local Fiber Path Diversity	Yes
		Local Network Protection	Yes			Local Network Protection	Yes

Product	Service Item Desc	Type	Quantity	Amount
Private Line	Private Line - 10G	NRC	1	\$750.00
Private Line	Installation Fee	NRC	1	\$1,500.00
Monthly Recurring Charges Total:				\$750.00
Non Recurring Charges Total:				\$1,500.00

**Expiration Date:** Pricing on this Service Order Form expires if Service Order is not signed prior to 2/14/2010



ATTACHMENT H

MASTER FIBER IRU AGREEMENT

By and Between

ZAYO BANDWIDTH, LLC

and

ANOKA COUNTY, MINNESOTA

DATED: AUGUST 17, 2010

## MASTER FIBER IRU AGREEMENT

THIS MASTER FIBER IRU AGREEMENT is made and entered into as of August \_\_, 2010, ("Effective Date") by and between, Zayo Bandwidth, LLC, a Delaware limited liability company ("ZAYO"), and Anoka County, Minnesota, a body corporate and politic under the laws of the State of Minnesota ("County").

WHEREAS, ZAYO will construct and own a fiber optic communication system which will include the County Dark Fibers (as defined below); and

WHEREAS, County desires to obtain from ZAYO, and ZAYO desires to provide to County, the right to use the County Dark Fibers and to receive certain maintenance services as described herein, all upon and subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. Definitions.

1.1 In addition to the terms defined elsewhere in this Agreement, the following capitalized terms and derivatives thereof shall have the meanings respectively ascribed to them in this Section 1.1.

"Acceptance Date" is defined in Section 7.2.

"Acceptance Specifications" is defined in Section 7.1.

"Affiliate" shall mean, with respect to any Person, any other Person, who directly or indirectly controls, is controlled by, or is under common control with that Person. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether by way of equity ownership, contract or otherwise.

"Agreement" shall mean this Master Fiber IRU Agreement as amended, supplemented or modified from time to time.

"Cable" shall mean fiber optic cable, the fiber optic strands contained therein (including the County Dark Fibers), and any other communications transmission media which may be included in the ZAYO System, and associated splicing connections and splice boxes located in the ZAYO System.

"Claims" is defined in Section 13.1.

"Confidential Information" shall mean, subject to Section 18.1(d), any data or information that is of value to a Party and is not generally known to competitors of such Party.

To the extent consistent with the foregoing and subject to public disclosure laws applicable to County, Confidential Information includes information that (i) concerns the operations, facilities, plans, affairs and businesses of a Party, the financial affairs of a Party, and the relations of a Party with its customers, employees and service providers, or (ii) is marked confidential, restricted, proprietary or with a similar designation or (iii) is by its nature clearly recognizable as confidential information to a reasonably prudent person with knowledge of the Disclosing Party's business and industry. Confidential Information also includes any information which a Party obtains from a third Person which such Person treats as proprietary or designates as confidential information, whether or not owned or developed by such Person.

"Construction Services" is defined in Section 9.

"Contribution" is defined in Section 4.1.

"Costs" shall mean all actual costs paid or payable by ZAYO in accordance with the established accounting procedures generally used by ZAYO, which ZAYO utilizes in billing third parties for reimbursable projects, including the following: (i) internal labor costs (including wages, salaries and benefits) and reasonable overhead allocable to such labor costs, such overhead costs not to exceed to fifteen percent (15%), and (ii) all other costs and expenses paid or payable on a pass-through basis (e.g., equipment, materials, supplies, contract services, etc.).

"County Dark Fibers" is defined in Section 2.2.

"County Equipment" shall mean any optronic, electronic, optical, or power equipment, County Media and any other facilities, material or equipment owned, possessed or utilized by County, or any other Person in connection with the operation of the County Dark Fibers.

"County Maintenance Fee" is defined in Section 4.5.

"County Media" shall mean County's fiber optic cable, fiber optic strands or any other transmission media owned, IRU-ed or controlled by County on the Premises Side of the Demarcation Point.

"County Route" is the route of the County Dark Fibers particularly described or depicted or in a Service Order along which the County Dark Fibers are or will be located.

"Dark Fiber IRU" or "IRU" is defined in Section 2.2.

"Demarcation Point" shall mean a boundary point at the splice point or patch point located at the end of the County Dark Fibers where County Media is joined to the County Dark Fibers. The side of the Demarcation Point where the ZAYO System including the County Dark Fibers, is located shall be called the "Network Side." The other side of the Demarcation Point shall be called the "Premises Side."

"Disconnect Notice" shall mean a written notice from ZAYO to County notifying County of the date on or after which ZAYO may disconnect County's Dark Fiber.

"Dollars" or "\$" shall mean U.S. Dollars.

"Duct" shall mean a single, enclosed HDPE tube and space within that tube, including any innerducts, used to enclose and carry Cable.

"Estimated Route Miles" shall mean the Parties' best estimate of total linear miles for the County Route, as set forth in a Service Order.

"Events of Force Majeure" is defined in Section 21.1.

"Facility Owner" shall mean any entity (other than ZAYO): (a) owning any portion of the ZAYO System or any property or security interest therein, or (b) leasing to ZAYO, or providing an indefeasible right of use ("IRU") or similar interest to ZAYO in, any portion of the ZAYO System.

"Fiber Acceptance Testing" is defined in Section 7.1.

"Fiber Miles" means the number of fiber optic strands in the County Route or the System Route, as the case may be, multiplied by the total number of miles in such route.

"Governmental Authorities" shall mean any federal, state, or local (which includes city, county, municipal and regional) government, or tribal government or any public or quasi-public authority.

"Grant" is defined in Section 2.1.

"Handhole" shall mean a structure similar in function to a Manhole, but which is too small for personnel to enter. As used in this Agreement, the term "Handhole" refers only to handhole structures owned by ZAYO and located on the System Route and does not include Cable or other telecommunications equipment or facilities of ZAYO or any other Person located within such handhole structures.

"Impositions" shall mean all taxes, fees, assessments, franchise fees or charges, license fees or charges, right-of-way fees or charges, encroachment fees or charges, ad valorem taxes, real or personal property taxes, gross receipts taxes, universal service fund assessments, excise taxes, regulatory fees or assessments, license or permit fees, and any other levies, imposts, duties, charges, surcharges or withholdings of any nature, together with any penalties, fines or interest thereon, arising out of the transactions contemplated by this Agreement or imposed, assessed or levied upon the ZAYO System, or any part thereof, or upon the County Dark Fibers, the County Equipment or any other property or facilities of County, or any part thereof, by any Governmental Authority

"Initial Service Order" is defined in Section 4.1.

"Initial Term" is defined in Section 5.1.

"Interest Rate" shall mean the lower of (i) the highest rate permitted by law, or (ii) one and one-half percent (1.5%) per month, compounded monthly.

"IRU Charge" is defined in Section 4.2.

"Lateral Connection" shall mean one or more Cables, or Duct(s) owned by ZAYO or a third Person that contain County Dark Fibers within the ZAYO System.

"Manhole" shall mean a below ground level enclosure entered through a hole on the surface covered with a cast iron, cast aluminum, steel or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating and maintaining facilities associated with a fiber optic communications system. As used in this Agreement, the term "Manhole" refers only to manhole structures owned by ZAYO and located on the System Route and does not include Cable or other telecommunications equipment and facilities of ZAYO or any other Person located within such manhole structures.

"MSA" is defined in Section 2.1.

"Notice of Completion" shall have the definition set forth in Section 7.1.

"Party" shall mean each of ZAYO and County and "Parties" shall mean ZAYO and County.

"Permits" mean each of and collectively, all laws, statutes, codes, orders, rules, regulations grants, authorizations, consents, approvals, permits, licenses and any other authorizations, other than Underlying Rights, of third Persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, (ii) the provision of a service or performance of an act or (iii) any requirement by a governmental authority for the engagement in a business or enterprise, to the extent any of (i), (ii) or (iii) foregoing are applicable to the performance of obligations or exercise of rights by either Party under this Agreement.

"Permitted Use" is defined in Section 2.3.

"Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity:

"Point-to-Point" shall mean a contiguous assembly of the ZAYO System that starts and ends at different locations as generally identified in each individual Service Order, as applicable.

"Pro Rata" shall mean such proportionate share being measured as the number of County Dark Fibers relative to the total number of fibers on a Segment.

"Project" is defined in Section 2.1.

"Renewal Term" is defined in Section 5.1.

"Ring" shall mean a contiguous assembly of the ZAYO System that starts and ends at the same location as generally identified in each individual Service Order, as applicable.

"Route Miles" shall mean, with respect to each Service Order, the number of linear route miles (to the nearest thousandth of a mile) as constructed.

"Routine Maintenance" is defined in Section 10.1(a).

"Segment" shall mean one of the discrete segments, spans or portions of a Ring, Lateral Connection, or any portion of the Zayo System, as generally identified in each individual Service Order, as applicable.

"Service Affecting Condition" shall mean any damage to or failure of the ZAYO System that interrupts County's ability to transmit light through the County Dark Fibers. A Service Affecting Condition begins when ZAYO is notified or becomes aware of an interruption, whichever first occurs. A Service Affecting Condition continues until the interrupted County Dark Fibers are restored to the specifications attached hereto as Exhibit E, and are again available to County.

"Service Order" is defined in Section 3.1.

"Service Term" is defined in Section 5.2.

"System Route" shall mean actual route of the ZAYO System as generally identified in each individual Service Order.

"Term" is defined in Section 5.1.

"Termination Charge" shall mean one hundred percent (100%) of the IRU Charges remaining for the then applicable Term, plus any and all installation charges, reasonable construction costs or other charges or costs which have been incurred by Zayo in providing Customer with County Dark Fibers.

"Underlying Rights" shall mean all deeds, IRUs, easements, rights-of-way agreements, licenses, franchises, grants, contracts and other rights, titles and interests to use real property of any third Person, which are necessary for the construction, placement, location, installation, operation, use, IRU, rental, maintenance, repair or replacement by ZAYO or County, as the case may be, of the ZAYO System, Ducts, County Equipment, Cable or County Dark Fibers.

"ZAYO System" shall mean any combination of an integrated multi-Cable, multi-ring fiber optic communication system comprised of Cable and Ducts, Lateral Connections, and the Manholes and Handholes located therein. As used in this Agreement, the term "ZAYO System" refers only to the multi-Cable, multi-ring fiber optic communication system owned, IRU-ed or controlled by ZAYO and does not include any communications equipment, electronics, optronics or other facilities of ZAYO or any other Person located within the ZAYO System.

## **2. Grant of Rights in the ZAYO System**

**2.1 Grant Award; Conditions.** Zayo has applied for and received an NTIA grant ("Grant"). The Grant will be used in part to construct and install fiber optic facilities and

equipment to connect County's government, educational and public safety locations within Anoka County, Minnesota as detailed in the Initial Service Order (the "Project"). The Project is estimated to cost approximately \$19.12 million dollars. The Grant award will contribute seventy percent (70%) of the Project costs. Pursuant to Section 4.1, County shall make a Contribution to the Project cost. The Parties expressly acknowledge that receipt of the full Grant award is a condition precedent to the enforceability and validity of obligations under this Agreement. In the event that the Grant is terminated for any reason before completion of the Project, both Parties shall be excused from performance under this Agreement, without any further liability hereunder. Further, as a second condition precedent to the enforceability and validity of obligations under this Agreement, Zayo and County shall enter into and execute that certain Wholesale Master Service Agreement ("MSA") executed of even date herewith between the Parties, whereby County shall receive certain lit services from Zayo as provider thereunder.

**2.2 Rights.** The rights granted by ZAYO in the County Dark Fibers constitute an indefeasible right of use. As of the Acceptance Date for the County Dark Fibers in each Service Order, ZAYO grants to County (a) the right to use the number of fiber optic strands of the Cable set forth in each Service Order, which fibers will be specifically identified by ZAYO in the ZAYO System (the "County Dark Fibers"), and (b) the associated and nonexclusive limited right to use the ZAYO Underlying Rights, all such rights upon and subject to the terms and conditions set forth in this Agreement (collectively, the "Dark Fiber IRU" or "IRU").

**2.3 Use of County Dark Fibers.** Except as expressly set forth herein, the Dark Fiber IRU does not include the right of County to own, control, maintain, modify or revise the County Dark Fibers, the right of physical access to the ZAYO System, the right to encumber the ZAYO System in any manner, or the right to use the ZAYO System. The County Dark Fibers may only be used by the County to serve quasi-government, government, education or public safety institutions, provided that such use shall not directly or indirectly compete with Zayo ("Permitted Use").

**2.4 Interest Granted Herein.** Neither this Agreement nor the Dark Fiber IRU granted hereby conveys any form or type of title in any real or personal property, including the ZAYO System, any Ring, any Segment, the County Dark Fibers or any portion of any of the foregoing. The IRU contained in this Agreement does not include any equipment used to transmit capacity over or to "light" the County Dark Fibers. The Parties intend that this Agreement constitutes a true IRU of the County Dark Fibers and not a sale of the County Dark Fibers.

**2.5 Ownership and Title.** During the Term, legal title to and sole ownership of the County Dark Fibers, Duct, the Cable, the Manholes, the Handholes, Lateral Connections and any property installed or constructed on any Segment and/or Ring, shall be retained and held by ZAYO, or other Facility Owner(s). County's rights hereunder shall be deemed an IRU, subject to the terms of this Agreement. Neither the IRU, rental or other provisioning of the County Dark Fibers or any other facilities or services by ZAYO to County, nor the payment by County of the IRU Charge or other charges therefore to ZAYO shall constitute, create or vest in County any easement, license or any ownership interest or real property right or interest whatsoever in the County Dark Fibers, Duct, Cable, Manholes, Handholes, Lateral Connections or other facilities.

### **3. The ZAYO System**

**3.1 Request for Service Order.** County has requested certain services and ZAYO has agreed to provide such requested services as documented in the Initial Service Order. From time to time, County may request additional services from ZAYO. If ZAYO accepts such a request, the Parties will execute a service order, substantially in the form of Exhibit B attached hereto and made a part hereof (a "Service Order") setting forth, without limitation, the number of County Dark Fibers, the County Route, the Demarcation Points, the System Route, the IRU Charge and all fees and any other relevant terms agreed upon by the Parties. As used in this Agreement, references to "Service Order" shall include the Initial Service Order. Upon execution by ZAYO and County, each new Service Order is automatically incorporated into and subject to the terms of this Agreement. In the event of any conflict or inconsistency between the terms and conditions of a Service Order and the terms and conditions of this Agreement, the Service Order shall control.

**3.2 Route.** The ZAYO System generally will follow the route and will connect the County Route as generally identified in each individual Service Order. ZAYO shall use commercially reasonable efforts to deliver to County the County Dark Fibers for each Service Order as soon as practicable, but in no event shall the Initial Service Order be delivered any later than is mandated by the Grant guidelines.

**3.3 Route Selection.** The specific route and location of each Segment, Ring and Lateral Connection of the ZAYO System, including the specific location of Manholes and Handholes, is subject to ZAYO's absolute discretion. ZAYO shall take into consideration any of County's input, interest and concerns with respect to material changes in the route design of the Initial Service Order. At the end of each Lateral Connection and/or Point-to-Point, as applicable, ZAYO will terminate the County Dark Fibers at a fiber distribution panel, fiber splice kit or other appropriate terminal apparatus as determined by ZAYO and specified in the applicable Service Order.

**3.4 Route from Facility Owner.** Notwithstanding anything to the contrary contained in this Agreement, if applicable, ZAYO may elect to acquire any portion of the ZAYO System from Facility Owner(s) (whether by IRU, sub-IRU, indefeasible right of use or otherwise) in lieu of constructing and installing the ZAYO System with respect to such portion.

**3.5 Subcontracting.** Notwithstanding anything to the contrary contained in this Agreement, ZAYO may assign or subcontract to a third Person any or all of ZAYO's duties or obligations to County under this Agreement (including ZAYO's duties or obligations under Sections 6, 7, 9 and 10 herein), provided that ZAYO shall remain obligated to County under the terms of this Agreement for any such duties. ZAYO will endeavor to utilize subcontractors based in Anoka County, Minnesota.

#### **4. Payment**

**4.1 Consideration for Dark Fiber IRU for Initial Service Order.** County shall contribute a total of fifteen percent (15%) of the total Project cost, such contribution amount aggregating up to \$2,867,698 ("Contribution") pursuant to Section 4.2, and in consideration of such Contribution, County shall receive the County Dark Fibers identified in the attached Exhibit A ("Initial Service Order").

4.2 **Consideration for Service Orders.** Except for the Initial Service Order, a Service Order shall specify any IRU Charges due thereunder. "IRU Charge" shall mean the Contribution, any recurring charges, non-recurring charges, together with the County Maintenance Fee. Any Lateral Connections requested by County not contained in the Initial Service Order shall be memorialized in a separate Service Order and shall include any IRU Charges for the requested Lateral Connections.

4.3 **Payment of Contribution.** Pursuant to Grant guidelines, anytime ZAYO requests any portion of the Grant funds to be released, ZAYO shall send County an invoice for its proportionate share of such draw. County shall pay the requested portion of its Contribution within fifteen (15) days of the invoice date. For example, if ZAYO wants to make a total draw of \$100,000 for Project construction, ZAYO requests a seventy percent (70%) contribution, or \$70,000, from the Grant and invoices County for its proportionate share of fifteen percent (15%), or \$15,000. Subject to Section 19(a), failure to make any Contribution when due shall constitute a material breach of this Agreement and the MSA and shall entitle ZAYO to all remedies it may have pursuant to this Agreement, the MSA or at law or in equity.

4.4 **Payment of Recurring Charges.** If a recurring charge, inclusive of the County Maintenance Fee, is specified in a Service Order, ZAYO will invoice County in advance of each period (but not more than thirty (30) days in advance) for the recurring charge and County will pay the recurring charge within thirty (30) days of the invoice date. Unless otherwise provided in the Service Order, ZAYO will begin to invoice the recurring charge on the Acceptance Date. Invoices for partial months will be prorated.

4.5 **Charges for Routine Maintenance.** If County routine maintenance fees are included in the respective Service Order, County agrees to pay ZAYO for such Routine Maintenance throughout the Term as identified in such individual Service Order (the "County Maintenance Fee"). The County Maintenance Fee shall be adjusted annually effective December 31st of each year to reflect the CPI Adjustment, not to exceed three percent (3%) since the Acceptance Date, provided that in no event shall the amount be less than that for the preceding year. Within thirty (30) days after the Acceptance Date of each Segment, ZAYO shall send an invoice for the first monthly County Maintenance Fee for such Segment prorated to cover only the remaining portion of the then current month.

4.6 **Late Payment.** If County fails to make any payment under this Agreement when due, then, in addition to such sum and to any other rights and remedies that ZAYO may have, County shall pay interest on such unpaid amount at the Interest Rate. Notwithstanding the foregoing, no interest shall accrue on any payment that is disputed in good faith by County while such dispute is pending. If such dispute is later resolved in favor of ZAYO, such amount shall bear interest from the date when due until paid at the Interest Rate.

4.7 **Miscellaneous Payments.** In addition to the amounts payable under each respective Service Order, County shall be responsible to pay directly or reimburse ZAYO, as requested by ZAYO, for all other sums, costs, fees and expenses that are required to be paid under this Agreement. Except for the IRU Charge (which is payable as specified above), ZAYO will invoice County for all sums, costs, fees and expenses owed by County to ZAYO, and County shall pay such invoices within thirty (30) days of the invoice date. ZAYO reserves the

right to direct payment of the IRU Charge, and any other fees or charges to ZAYO or to any other party.

**4.8 No Deduction.** All payments made by County under this Section 4 shall be made without any deduction, offset or withholding. If County has a dispute as to any amounts due hereunder, including IRU Charges, County must provide written notice to ZAYO specifically identifying all disputed IRU Charges within forty-five (45) days after the date of the affected invoice or else the County waives the dispute. If pursuant to an investigation into the disputed amounts ZAYO determines that the County did not owe such amounts, ZAYO shall refund the same within thirty (30) days of determination.

## **5. Term and Renewal**

**5.1 Term of Agreement.** The term of this Agreement will commence upon the Effective Date and subject to Sections 11, 19 and 20 will terminate twenty (20) years from the Effective Date unless earlier terminated in accordance with this Agreement (the "Initial Term"). Notwithstanding the above, unless County provides Zayo with sixty (60) days' written notice prior to the end of the Initial Term, or the then current Renewal Term, this Agreement shall automatically renew for twenty (20) consecutive five (5) year periods ("Renewal Term(s)" and collectively with Initial Term; the "Term"). The Term shall be subject to the useful life of the County Dark Fibers. If the County Dark Fiber naturally deteriorates and becomes unable to be used for its intended purpose of transport services, ZAYO shall have no obligation to replace the County Dark Fibers in such instance. In such instance, ZAYO shall notify County and ZAYO may elect to terminate this Agreement.

**5.2 Service Order Term.** Each Service Order placed under this Agreement shall terminate on the earlier of (i) the expiration or termination of the Service Order, or (ii) the termination or expiration of this Agreement ("Service Term"). In no event will new Service Orders under this Agreement be permitted if the Agreement has expired or been terminated. The Dark Fiber IRU and Service Term for County Dark Fibers shall commence on the relevant Acceptance Date for the County Dark Fibers described in the Service Order, and shall extend for the Term.

## **6. Construction of the ZAYO System**

**6.1 Areas of Responsibility.** ZAYO shall have full and complete control and responsibility for determining any routing configurations of the ZAYO System and the location and configurations of all Lateral Connections, Manholes and Handholes. County shall have the right, upon written request, to inspect the installation, splicing and testing of the County Dark Fibers; provided that County shall not enter a Manhole or access a Handhole. County shall have full and complete control and sole responsibility for selecting, purchasing and installing all County Equipment, for determining County network and service configurations or designs, for regrooming, rearrangement or consolidation of channels or circuits with regard to the use of the County-Dark Fibers.

**6.2 Areas of Responsibility - Lateral Connections.** If the County Dark Fibers are to be placed in Lateral Connection(s) by ZAYO, County shall obtain for the benefit of ZAYO (per Section 12.1), for the Term of the applicable Service Order, all private rights of access necessary

for ZAYO to terminate any such Lateral Connections to access the County Dark Fibers, and install, splice, maintain, repair and replace the County Dark Fibers therein.

6.3 **Route Design.** County acknowledges that, for portions of the System Route on which construction has not begun, if any, as of the Effective Date of this Agreement, deviations in the Zayo System Route or County Route, including material deviations from the Estimated Route Miles, are possible. ZAYO shall take into consideration any of County's input, interest and concerns with respect to material changes in the route design of the Initial Service Order.

## 7. **Testing and Acceptance of County Dark Fibers**

7.1 **Fiber Acceptance Testing.** ZAYO shall test the County Dark Fibers ("Fiber Acceptance Testing"). ZAYO shall provide County reasonable advance notice of the date and time of each Fiber Acceptance Testing such that County shall have the opportunity to have County personnel present to observe the Fiber Acceptance Testing. When ZAYO has determined that the results of the Fiber Acceptance Testing show that the County Dark Fibers, with respect to all Segments included within a Service Order, have been installed and are operating in conformity within the ZAYO specification, as detailed in Exhibit E ("Acceptance Specifications"), ZAYO shall promptly provide County written notice of the same (a "Notice of Completion," as generally set forth in Exhibit C attached hereto and incorporated herein) and a copy of such test results.

7.2 **Notice of Completion.** Within ten (10) business days of receipt of the Notice of Completion, County shall return to ZAYO the Notice of Completion either (i) accepting the County Dark Fibers with respect to such Service Order, or (ii) rejecting the County Dark Fibers with respect to such Service Order. If County rejects the County Dark Fibers with respect to a Service Order, County shall also specify in writing, in reasonable detail, the defect or failure in the Fiber Acceptance Testing. If County fails to notify ZAYO of its acceptance or rejection of the Notice of Completion within ten (10) days following County's receipt of the same, County shall be deemed to have accepted the County Dark Fibers with respect to such Service Order. The date of such notice of acceptance or deemed acceptance of the County Dark Fibers with respect to an entire Service Order shall be the "Acceptance Date." In the event of any good faith rejection by County, ZAYO shall take such action as reasonably necessary, and as expeditiously as practicable, to correct or cure such defect or failure, and the process of Fiber Acceptance Testing, notice to County and acceptance shall be repeated with respect to such rejected County Dark Fibers. The foregoing notwithstanding, if County uses any portion of the County Dark Fibers prior to acceptance, other than for testing County Equipment, such use shall constitute acceptance of such portion of such County Dark Fiber, with an Acceptance Date effective as of the earliest documented use by County.

## 8. **Installation of County Equipment**

8.1 **Equipment Responsibility.** The installation, use, repair, maintenance and replacement of County Equipment shall be the sole responsibility of County, and ZAYO shall have no obligation or liability under this Agreement or otherwise to install, maintain, repair or replace any County Equipment.

8.2 **No Interference.** County shall not use its facilities, including without limitation

the County Dark Fibers and the County Equipment, in a way that interferes in any way with or adversely affects the use of the ZAYO System or any Cable therein or other equipment and facilities of any Person (including ZAYO) using the ZAYO System. County's facilities, including without limitation the County Dark Fibers and the County Equipment, shall not endanger or damage the ZAYO System and shall not create an unreasonable risk of damage to property or injury or death to any individual or to the public. County acknowledges that the ZAYO System includes or will include other participants, including ZAYO and other owners and users of telecommunications systems.

**8.3 Periodic Inspection.** Up to the Demarcation Point on the Network Side, ZAYO shall have the right, but not the duty, to make periodic or spot inspections of, to be present at, and to monitor any access to or work by County relating to any County Manholes and County Handholes. Such inspections and monitoring may be conducted for the purpose of determining whether facilities placed in the County Manholes or County Handholes and work relating thereto are in compliance with the terms of this Agreement. ZAYO may charge County for the Costs of inspection and monitoring only if the inspection or monitoring reflects that County is in substantial non-compliance with the terms of this Agreement. If ZAYO reasonably determines that any work or facilities is not in compliance with the terms of this Agreement, County shall, upon written notice from ZAYO, bring its work and facilities into material compliance within forty-eight (48) hours of such written notice or, at a minimum, commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. If County fails to at least commence corrective measures within twenty-four (24) hours of ZAYO's notice, then ZAYO may take any action it deems appropriate to correct the non-compliance, including directing immediate suspension of work relating to the ZAYO System. Failure of County to bring its work or facilities into compliance as aforesaid shall constitute a material breach under this Agreement.

**8.4 Health and Safety.** If ZAYO, in its reasonable discretion, determines that conditions exist within the ZAYO System that pose an immediate threat of damage to property, injury to or death of any Person, or that a violation exists of any of the Permits, then ZAYO may direct that all work or use by County or others relating to the ZAYO System, including the County Dark Fibers, be immediately suspended until the violation or condition is corrected to ZAYO's satisfaction. Neither Party shall be liable for or entitled to any damages for such suspension. If any condition or violation is a direct or indirect result of County's use of the County Dark Fibers or County Equipment, County shall pay and reimburse ZAYO for one hundred percent (100%) of all Costs incurred by ZAYO in taking corrective action within thirty (30) days of the date of ZAYO's invoice therefore.

## **9. Construction Services**

Notwithstanding anything contained in this Agreement to the contrary, any and all work with respect to the County Dark Fibers and the ZAYO System shall be performed solely by ZAYO with respect to the Initial Service Order. In addition, from time to time, ZAYO may provide construction services ("Construction Services") in the form of installation of Duct, conduit, Lateral Connection(s), optical fibers, splicing and testing of such fibers, and construction of manholes and handholes. If County requires a lateral connection to the Zayo System, consistent with Minnesota law, Zayo shall have the right to match any bid by a third party to construct a lateral connection to the Zayo System for any additional locations. Any

splicing or connection to the Zayo System shall be performed by Zayo pursuant to **Exhibit D**. Prior to the commencement of any Construction Services pursuant to this **Section 9**, the Parties will mutually agree upon pricing, terms and conditions, and both Parties shall execute a separate agreement for such Construction Services.

## **10. Maintenance and Repair of the ZAYO System**

**10.1 Maintenance Procedures.** From and after the Acceptance Date for the County Dark Fibers in a Service Order, the maintenance of such County Dark Fibers shall be provided in accordance with the maintenance requirements and procedures set forth in **Exhibit D**. County agrees to reimburse ZAYO for Costs incurred by it for non-Routine Maintenance in accordance with the provisions of this **Section 10** and **Exhibit D**.

(a) **Routine Maintenance.** During the Service Term, ZAYO shall provide, or cause to be provided by contractors selected by ZAYO, all required Routine Maintenance of the ZAYO System and the County Dark Fibers in accordance with the provisions set forth in **Exhibit D**. "Routine Maintenance" means the work specifically identified as Routine Maintenance in **Exhibit D**, provided that Routine Maintenance excludes (i) work for which County is obligated to reimburse ZAYO pursuant to other Sections of this Agreement (including **Section 9**), (ii) work necessitated by County's negligence or willful misconduct, or (iii) County's elective maintenance or repair requests.

(b) **Non-Routine Maintenance.** In the event that an event of non-Routine Maintenance relates to (i) work necessitated by County's negligence or willful misconduct or (ii) County's elective maintenance or repair requests, County shall pay and reimburse ZAYO for one hundred percent (100%) of all Costs actually incurred by ZAYO in connection with such non-Routine Maintenance, within thirty (30) days of County's receipt of ZAYO's invoice therefore. All other non-Routine Maintenance costs actually incurred, and not reimbursed by a third party, shall be paid by County pursuant to its Pro Rata Share.

**10.2 Service Affecting Condition.** From and after the Acceptance Date with respect to the County Dark Fibers in each Service Order, in the event that a Service Affecting Condition exists in all or any part of the ZAYO System, ZAYO shall use commercially reasonable efforts to resolve such Service Affecting Condition utilizing the procedures described in **Exhibit D**. Notwithstanding anything contained herein to the contrary, ZAYO shall not incur any liability to County by reason of a Service Affecting Condition, except its obligation to resolve such Service Affecting Condition as set forth in this **Section 10.2**, and County shall not be entitled to any credits or for any other payment paid or to be paid by County pursuant to this Agreement by reason of such Service Affecting Condition. A Service Affecting Condition shall specifically exclude any condition that is caused by the County Equipment.

**10.3 Access to ZAYO System.** County shall have no right whatsoever to physically access the ZAYO System or the Cable, or to maintain, splice, adjust, align, cut, repair or replace the County Dark Fibers or ZAYO System, or attempt to do any of the foregoing.

## **11. Underlying Rights; Relocation**

**11.1 ZAYO's Underlying Rights.** Subject to the terms and provisions of this

Agreement, ZAYO agrees that it has or will obtain prior to the Acceptance Date for the County Dark Fibers described in a Service Order, and will maintain during the Service Term for such County Dark Fibers, all Underlying Rights necessary for ZAYO's construction, installation, maintenance and repair of the ZAYO System and for ZAYO's grant to County of the use of the County Dark Fibers in the manner contemplated by this Agreement. ZAYO shall not be in breach of the representation and warranty in the preceding sentence during any period when ZAYO is seeking to renew or extend existing Underlying Rights, and such Underlying Rights have not yet been renewed or extended, and the grantor of such Underlying Rights has not given ZAYO notice of default under or non-renewal of the Underlying Rights; provided, however, that (i) County's use of the County Dark Fibers is not in any way impacted or impaired by such delays and (ii) ZAYO agrees to indemnify, defend, protect and hold harmless the County Indemnified Persons from and against, and assumes liability for, all Claims arising out of or related to such delays. The Dark Fiber IRU is subject to the terms of ZAYO's Underlying Rights, and subject to the terms under which ZAYO's Underlying Rights are owned or held by the grantor of the Underlying Rights, including covenants, conditions, restrictions, easements, reversionary and other interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. The Dark Fiber IRU granted hereunder is further subject and subordinate to the prior right of the grantor of ZAYO's Underlying Rights to use the rights-of-way for other activities, including railroad operations, telecommunications uses, pipeline operations or any other purposes, and to the prior right of ZAYO to use its rights granted under ZAYO's Underlying Rights.

**11.2 Relocation.** If, after the Acceptance Date with respect to any Segment, ZAYO is required by a third Person with legal authority to so require (including the grantor of an Underlying Right) or by the occurrence of an Event of Force Majeure, or if County agrees to relocate any portion of the ZAYO System, with respect to such Segment, including any of the facilities used or required in providing the Dark Fiber IRU, ZAYO shall have the right either to proceed with such relocation, including the right, in good faith, to reasonably determine the extent of, the timing of, and methods to be used for such relocation, or (if applicable) to pay such amounts to the Person requiring such relocation as are necessary to avoid the need for such relocation. In the event of any such relocation, ZAYO shall use commercially reasonable efforts to minimize any service interruptions. County shall pay its Pro Rata share of the costs to either relocate such Segment or payment for the avoidance of relocation of such Segment.

## **12. Operation and Use of the ZAYO System**

**12.1 County's Operations.** County shall use and operate the County Dark Fibers, the County Equipment, and maintain, repair and replace the County Equipment, in compliance with and subject to the Permits applicable to County. Notwithstanding anything to the contrary contained herein, it shall be County's sole responsibility to secure, or cause to be secured, prior to the Acceptance Date for each Segment, and maintain in full force and effect during the Term, any and all Underlying Rights and Permits that are necessary or required to be obtained by County for the use and operation of the County Dark Fibers, the County Equipment by County. Upon request of ZAYO, County will deliver to ZAYO copies of such County Underlying Rights and Permits.

**12.2 No Liens.** ZAYO agrees and acknowledges that it has no right to use the County Dark Fibers during the Term hereof and that, from and after the Acceptance Date for any County

Dark Fibers, ZAYO shall keep the County Dark Fibers free from (a) any liens or encumbrances of any third Person attributable to ZAYO and (b) any other rights or claims of any third Person attributable to ZAYO, which in either case are superior to the rights of County. Notwithstanding the foregoing sentence, such representations by ZAYO shall not include any liens or other interests in the County Dark Fiber or any part of the ZAYO System created through the Grant.

**12.3 Use of County Dark Fibers.** Subject to the limitations set forth in this Agreement, County shall use the County Dark Fibers solely for the Permitted Use and solely for lawful purposes. In no event whatsoever shall County directly or indirectly transfer, sell, assign, condo, swap, exchange, IRU, sub-IRU, license, sublicense, resell or grant indefeasible or other rights of use in or to all or any part of the County Dark Fibers or County's interest therein, or enter into any other arrangement with any Person for such Person's use of all or any part of the County Dark Fibers; provided, however that County may so transfer a limited interest in its County Dark Fibers if such transfer is consistent with the Permitted Uses. County agrees and acknowledges that it has no right to use any of the Cable that is part of the ZAYO System, other than the County Dark Fibers. County shall keep any and all of the ZAYO System free from any liens, rights or claims of any third Person attributable to County. Any transfer, assignment or other action in violation of this Section 12.3 shall constitute a material breach of this Agreement and shall, in addition to any other remedies available to it, entitle ZAYO to terminate this Agreement without any liability to County or the repayment of the IRU Charge or any other fees or charges paid by County.

**12.4 Damage to ZAYO System.** County and ZAYO shall promptly notify each other of any matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of the ZAYO System that are known to such Party.

**12.5 Compliance with Permits.** County and ZAYO each agrees to cooperate with and support the other in complying with any Permit information request to their respective rights and obligations hereunder. Without limiting the generality of the foregoing, County agrees to provide to ZAYO, promptly upon request by ZAYO, a detailed description of its uses of the County Dark Fibers and any other information regarding its use of the County Dark Fibers reasonably requested by ZAYO in order to enable ZAYO to comply with any reporting requirements imposed on ZAYO.

### **13. Indemnification**

**13.1 Mutual Indemnity.** Subject to the provisions of Section 14, each Party, on behalf of itself and its Affiliates, and their respective employees, officers, directors and agents ("Indemnitor"), to the extent permitted by law, hereby agrees to indemnify, defend, protect and hold harmless the other Party and its Affiliates, and their respective employees, officers, directors and agents (the "Indemnified Persons"), from and against, and assumes liability for all suits, actions, damages, claims, losses, fines, judgments, costs and expenses (including reasonable attorneys', accountants', experts' fees and disbursements and costs of appeal) of any kind or character ("Claims") suffered or incurred by the Indemnified Persons or any of them (a) because of the death of any Person, or any injuries or damage received or sustained by any Persons or property (including without limitation, the ZAYO System), which in whole or in part

arise on account of the willful misconduct or grossly negligent acts or omissions, of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement, including any material violation by Indemnitor of any regulation, rule, statute or court order of any governmental authority applicable thereto; (b) under the Workers' Compensation laws asserted by any employee of the Indemnitor or any of its agents, contractors, customers or any other Person providing goods or services for or on behalf of any of the foregoing in connection with this Agreement; (c) because of the violation of any Permits by the Indemnitor; or (d) arising out of, caused by, related to or based upon a contractual or other relationship between such claiming party and the Indemnitor, as it relates to the County Dark Fibers, the County Equipment, the Underlying Rights, the Permits or this Agreement. Additionally, County, as Indemnitor, hereby agrees to indemnify, defend, protect and hold harmless the ZAYO Indemnified Persons from and against any Claims arising out of or resulting from (i) County's use or operation of the County Dark Fibers, or the use, operation, installation, repair, maintenance or replacement of the County Equipment, (ii) the conduct of County's business, including without limit, the provision of any services or the content of any video, voice or data carried through the County Dark Fibers, including any claim for interruption of service or in respect of service quality, (iii) County's customers or (iv) violation by County of any Underlying Rights. An Indemnitor's indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by the negligence, intentional acts or omissions or willful misconduct of the Indemnified Persons.

**13.2 Indemnification Notice.** Any Indemnified Persons seeking indemnification hereunder shall promptly notify County or ZAYO, as appropriate, of the nature and amount of such Claim and the method and means proposed by the Indemnified Persons for defending or satisfying such Claim. Failure of the Indemnified Persons to timely give such notice to Indemnitor shall relieve the Indemnitor of its indemnity obligations hereunder only to the extent it is prejudiced or damaged by such failure. The Parties shall consult and cooperate with each other, at their individual cost and expense, respecting the defense and settlement of such Claim; however, Indemnitor shall have sole control, including the selection of, and direction to, legal counsel for any action or litigation of the Claims and all negotiations for the settlement or compromise of the Claims, except that Indemnitor may not make any non-monetary settlement or compromise without the Indemnified Persons' consent, which consent shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the Indemnified Persons from participating in the defense and/or settlement of any Claim by Indemnified Persons' own counsel at the Indemnified Persons' own expense. No Indemnified Persons shall take any action to settle, to compromise or otherwise make any payment, admission or statement to or for the benefit of any third party claimant without Indemnitor's written consent.

**13.3 Indemnification Rights Against Third Parties.** Nothing contained herein shall operate as a limitation on the right of either Party hereto to bring an action for damages against any third Person, including indirect, special or consequential damages, based on any acts or omissions of such third Person as such acts or omissions may affect the construction, operation or use of the County Dark Fibers or the ZAYO System, except as may be limited by Underlying Rights or Permits; provided, however, that each Party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the other Party to pursue any such action against such third Person.

**13.4 County's Release of Grantor.** Notwithstanding the foregoing provisions of this

Section 13, to the extent ZAYO is required under the terms and provisions of any Underlying Rights to indemnify the grantor or provider thereof from and against any and all Claims arising out of or related to such Underlying Rights, regardless of the cause and regardless of whether such Claims arise from the sole or partial negligence, actions or inaction of such grantor or provider or its employees, servants, agents, contractors, subcontractors or other Persons using the property covered by such Underlying Right, County hereby releases such grantor or provider from the same, regardless of whether such Claims arise from the sole or partial negligence, willful misconduct or other action or inaction, of such grantor or provider or its employees, servants, agents, contractors, subcontractors or other Persons using the property covered by such Underlying Right.

#### 14. Limitation of Liability

14.1 NEITHER ZAYO NOR THE COUNTY SHALL BE LIABLE FOR SPECIAL OR PUNITIVE DAMAGES OF ANY KIND UNDER ANY CIRCUMSTANCE WHATSOEVER. IN ADDITION, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER ZAYO OR ITS AFFILIATES SHALL BE LIABLE NOR RESPONSIBLE TO COUNTY OR ITS AFFILIATES OR CUSTOMERS FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE ZAYO SYSTEM, THE COUNTY DARK FIBERS, EQUIPMENT OR SOFTWARE OR DAMAGE TO OR LOSS OF USE THEREOF, ANY INTERRUPTION OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND ZAYO'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED.

14.2 Claims Limitations. The Parties expressly agree that no claim for losses or damages whatsoever in connection with this Agreement shall be made more than two (2) years after the date that the event giving rise to such claim is known or reasonably should have been known to the Party making such claim, and no claim for indemnity under the provisions of Section 13 shall be made more than two (2) years after the first notice of any claim received by the Party claiming under such indemnity provision.

14.3 Maximum Liability. Notwithstanding any provision of this Agreement to the contrary, until the Acceptance Date of the Initial Service Order, the maximum liability of County or Zayo in connection with this Agreement shall be limited, in the aggregate, to the IRU Charge due from County hereunder; provided, however, that this limitation of maximum liability shall not apply to damages arising from the willful misconduct of County or ZAYO; and provided further, that this limitation shall not restrict either Party's right to proceed for injunctive relief. After the Acceptance Date of the Initial Service Order, the maximum liability of County or Zayo in connection with this Agreement shall be limited, in the aggregate, to Fifty Thousand Dollars (\$50,000); provided, however, that this limitation of maximum liability shall not apply to damages arising from the willful misconduct of County or ZAYO; and provided further, that this limitation shall not restrict either Party's right to proceed for injunctive relief.

15. Insurance

15.1 Insurance Limits. During the Term, each Party shall obtain and maintain not less than the insurance set forth below:

**Workers' Compensation:**

- (A) Workers' Compensation: Statutory
- (B) Employer's Liability:
  - (1) Bodily Injury by Accident, for Each Accident: \$1,000,000
  - (2) Bodily Injury for Each Employee by Disease: \$1,000,000
  - (3) Policy Limit for Bodily Injury by Disease: \$1,000,000

**Commercial General Liability:**

Written to include coverage for: Broad Form Property Damage; Bodily Injury; Personal Injury; Blanket Contractual Liability; Products/Completed Operations.

- (A) Combined Single Limit per Occurrence: \$1,000,000
- (B) General Aggregate: \$1,000,000
- (C) Fire Legal Liability per Occurrence: \$1,000,000
- (D) Medical Expense per Person per Occurrence: \$1,000,000

This policy will be primary and non-contributory.

**Automotive Liability:**

Such policy will include coverage for all vehicles owned, hired, non-hired, non-owned and borrowed by contractor in the performance of the obligations covered under this Agreement.

- Combined Single Limit: \$1,000,000

**Umbrella Liability:**

- Combined Single Limit: \$5,000,000

The above minimum requirements as to insurance coverage shall not limit the liability of either Party under this Agreement. The above limits may be satisfied using a combination of primary and excess coverage.

15.2 Insurance Requirements. Each Party shall obtain and maintain the insurance policies required above with insurance and/or reinsurance companies authorized to insure risks in the state where the ZAYO System is located and any other state as applicable, and having an A.M. Best Rating of A- or better. With the exception of worker's compensation, each Party, its Affiliates, and their officers, directors and employees, and any other Person entitled to indemnification hereunder, shall be named as additional insureds to the extent of such indemnification. With respect to ZAYO, the additional insured language should read "Zayo Bandwidth, LLC, and its subsidiaries and affiliates and the officers, directors and employees are named additional insureds." Each Party shall provide the other Party with a certificate of insurance showing that the Party has complied with the insurance requirements of this Section. Each insurance policy shall contain a provision providing the other such Party with thirty (30) days advanced notice of any cancellation or material change in coverage at which time such Party will notify the other Party immediately of such cancellation or material change in

coverage.

**15.3 Deductible / Self Insured Retentions.** All proof of insurance shall clearly set forth deductible or self insured retentions. Each Party shall be responsible for its deductible and/or self insured retentions.

**16. Taxes, Fees and Other Governmental Impositions**

**16.1 INTENTIONALLY DELETED.**

**16.2 Impositions.** After the Acceptance Date of County Dark Fibers contained in the Initial Service Order and to the extent applicable, County shall be responsible for and shall promptly reimburse ZAYO for County's proportionate share of all Impositions that are not separately assessed, allocated, levied or imposed on the ZAYO System, the County Dark Fibers, the County Equipment or other property or facilities of County. County's proportionate share of Impositions shall be determined by multiplying the Impositions of all Governmental Authorities having jurisdiction over the ZAYO System that includes the County Route by the ratio to which the number of Fiber Miles of County Dark Fibers in the County Route bears to the total number of Fiber Miles of the ZAYO System within the jurisdiction(s) of the Governmental Authorities assessing the Impositions. To the extent such Impositions are not separately assessed, allocated, levied or imposed, ZAYO will pay all such Impositions. ZAYO shall notify County of such Impositions and County's proportionate share of the Impositions, and County shall promptly reimburse ZAYO for County's proportionate share of the Impositions.

**16.3 County Impositions.** In addition to the Impositions described in Section 16.2, after the Acceptance Date of County Dark Fibers contained in the Initial Service Order and to the extent applicable, County shall be responsible for and shall pay or promptly reimburse ZAYO for all Impositions that have been separately assessed, allocated to or levied or imposed on: (a) the County Dark Fibers, (b) County's IRU or use of the County Dark Fibers, including the provision of services over the County Dark Fibers, (c) County's use of any other part of the ZAYO System, (d) County's ownership or use of County Equipment or any other property or facilities connected to the County Dark Fibers, or (e) the provision or sale to County of maintenance, collocation, or other ZAYO services provided pursuant to this Agreement; provided however, County shall not be responsible for any Impositions imposed on or based upon the income, capital, or net worth of ZAYO.

**16.4 ZAYO Right to Contest Impositions.** ZAYO shall have the right to contest by appropriate proceedings any Imposition (including by nonpayment of such Imposition). The out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by ZAYO in any such contest shall be shared by ZAYO and County in the same proportion as to which the Parties would have shared in such Impositions as they were assessed. Any refunds or credits resulting from a contest brought pursuant to this Section 16.4 shall be divided between ZAYO and County in the same proportion as separately determined or as originally assessed. In any such event, ZAYO shall provide timely notice of such challenge to County. County agrees to cooperate with ZAYO in any such contest.

**16.5 Cooperation in Preparation.** ZAYO and County agree to cooperate fully in the preparation of any returns or reports relating to the Impositions. ZAYO and County further

acknowledge and agree that the provisions of this Section 16 are intended to allocate the Impositions based on procedures and methods of computation that are in effect on the date of this Agreement. Material changes in such procedures and methods could significantly alter the fundamental economic assumptions of the Parties relied upon in entering this Agreement. Accordingly, the Parties agree that, if such procedures or methods of computation change materially, the Parties will negotiate in good faith an amendment to this Section 16 to preserve, to the extent reasonably practicable, the economic intent and effect of this Section 16.

17. Notices

17.1 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations, or other direction or communication hereunder by any Party to another shall be (a) in writing, (b) effective on the first business day following the date of receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid;. All notices given under this Agreement shall be addressed as follows:

COUNTY: For Legal or Operational Notices:

County of Anoka  
2100 3rd Avenue  
Anoka MN 55303  
Attn: County Administrator  
With copy to: County Attorney

COUNTY: For Billing:

Department of Information Services  
Anoka County  
2100 3<sup>rd</sup> Avenue  
Anoka MN 55303  
Attn: Accounts Payable

ZAYO: For Payments:

Zayo Bandwidth, LLC  
400 Centennial Pkwy, Suite 400  
Louisville, CO 80027  
Attn: Accounts Receivable

For Notices under this Agreement:

Zayo Bandwidth, LLC  
400 Centennial Pkwy, Suite 400  
Louisville, CO 80027  
Attn: General Counsel

or to such other postal addresses, email addresses, or telecopier numbers of which the Parties have been advised in writing by any of the above-described means. Personal delivery to a Party or to any officer, partner, agent, or employee of such Party at its address herein shall constitute receipt. The following shall also constitute receipt: (i) a Party's rejection or other refusal to accept notice, and (ii) the inability to deliver to a Party because of a changed postal address, email address or telecopier number of which no notice has been received by the other Party. Notwithstanding the foregoing, no notice of change of postal address, email address or telecopier number shall be effective until five (5) business days after the date of receipt thereof. Each Party agrees to promptly give the other Party notice of any change in its above listed, respective postal addresses, email addresses, telecopier numbers or contact persons.

## **18. Confidentiality**

**18.1 ZAYO Data.** County will have no obligation to prevent or withhold disclosure of any data or information supplied by ZAYO, including Confidential Information, except as otherwise provided in the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13 (the "Act"). County will prevent or withhold disclosure of Trade Secrets in accordance with the Act.

**18.2 County Data.** Zayo may be exposed to government data and/or data on individuals or organizations that is private or confidential. In addition, Zayo may be exposed to private or confidential information relating to County's computers, network, programs, and computer systems (hereinafter, collectively "County Information"). ZAYO is not obligated to release or disclose County Information pursuant to the Act. Zayo agrees that it, and its employees, and their subcontractors and their employees shall regard and treat each item of County Information as private or confidential information and that it will not, without the express written consent of the County, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly, any of the County Information except pursuant to binding court order. At the end of the Project, Zayo shall return all County Information to the County.

**18.3 No Right or License to County.** Nothing herein shall be construed as granting any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by ZAYO. The Receiving Party will not reproduce the Disclosing Party's Confidential Information or Trade Secrets in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information or Trade Secrets by the Receiving Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party.

**18.4 Return of Confidential Information.** Upon termination of this Agreement for any reason or upon request of ZAYO, County shall return all Confidential Information, together with any copies of same, to ZAYO. The requirements of confidentiality set forth herein shall survive the return of such Confidential Information.

**18.5 Publicity.** Neither Party shall, without first obtaining the written consent of the other Party, use any logo, trademark or trade name of the other Party or its Affiliates or refer to the subject matter of this Agreement or the other Party or its Affiliates nor disclose to others any specific information about the subject matter of this Agreement without the prior written consent

of both Parties. Notwithstanding the above, ZAYO may use any logo, trademark or trade name of User or its Affiliates in any (i) promotional sales materials and related activity, (ii) publication or press release related directly or indirectly to this Agreement or (iii) investor related materials. Notwithstanding the above, ZAYO may share this Agreement or its subject matter with: (i) accountants, attorneys, affiliates, prospective purchasers, financial advisors and contractors who have a need to know; or (ii) Governmental Authorities requiring such information, in order for ZAYO to comply with certain reporting requirements based on ZAYO's contractual and/or legal obligations with such Governmental Authorities.

## 19. Default

19.1 Events of Default. A default shall be deemed to have occurred under this Agreement if:

(a) in the case of a failure to pay any amount when due under this Agreement, a Party fails to pay such amount within ten (10) days after the date such payment is due; or

(b) in the case of any other material breach of a Party's obligations, warranties or covenants under this Agreement, the breaching Party fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching Party specifying such breach, provided that if the breach is of a nature that is curable but that cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching Party in good faith has commenced to cure within said time period and thereafter diligently pursues such cure to completion; or

(c) use of the County Dark Fiber for purposes other than the Permitted Use; or

(d) breach of County's obligations, warranties or covenants under the MSA;

or

(e) in the case a Party: (i) applies for or consents to the appointment of, or the taking of possession by a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) makes a general assignment for the benefit of its creditors, (iii) commences a voluntary proceeding under the Federal Bankruptcy Code or under any other law relating to relief from creditors generally, or (iv) fails to contest in a timely or appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary proceeding under the Bankruptcy Code or under any other law relating to relief from creditors generally, or any application for the appointment of a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, or its liquidation, reorganization, dissolution, or winding-up.

19.2 Remedies. In the event of any other default hereunder, the non-defaulting Party may avail itself of one or more of the following remedies::

(a) if the default consists of a failure of County to pay to ZAYO any amount hereunder or a non-monetary default hereunder, ZAYO may, in its sole discretion: (i) upon ten (10) days notice to County and failure by County to pay such outstanding IRU Charges or other amounts, immediately suspend the use of the County Dark Fibers by County and/or all services

under the MSA until such IRU Charge(s) and other amounts have been paid to ZAYO together with an interest penalty of one and one-half percent (1.5%) per month, compounded monthly; (ii) immediately terminate the MSA with respect to the Segment(s) for which such part of the IRU Charge or other amount(s) relate; (iii) apply any and all amounts held by ZAYO for County toward the payment of amounts then or thereafter payable by County hereunder; or (iv) issue a Disconnect Notice to County. In the event such Disconnect Notice is issued and County does not cure such default by immediately paying all past due IRU Charges such that County's account is considered current by ZAYO, then ZAYO may disconnect the County Dark Fiber under the applicable Service Order without further notice to County and without liability to ZAYO. At the time of such disconnection (1) the applicable Service Order shall be considered terminated; (2) all past due IRU Charges shall be immediately due and payable, together with an interest penalty of one and one-half percent (1.5%) per month, compounded monthly; (3) all IRU Charges for the remainder of the Service Term of the applicable Service Order shall immediately become due and payable; and (4) ZAYO shall provide notice to County of the Termination Charge incurred by ZAYO and such Termination Charge shall be immediately due and payable by County to ZAYO. Such disconnection shall not terminate or limit in any way ZAYO's other rights and remedies available to ZAYO under this Agreement or at law or in equity, in its sole discretion.

(b) In the event of any other default hereunder, the non-defaulting Party may pursue any remedies it may have under applicable law or principles of equity, including specific performance and terminate this Agreement, by giving the defaulting Party written notice of termination.

## 20. Termination

20.1 Service Order Expiration. Upon the expiration of the Service Term of any Service Order, the Dark Fiber IRU with respect to County Dark Fibers in each such Service Order shall immediately terminate, all rights of County to use the County Dark Fibers within such Service Order shall cease, all rights to the use of the County Route and the County Dark Fibers shall revert to ZAYO, and ZAYO shall owe County no further duties, obligations or consideration.

20.2 Removal of County Equipment. County shall, within thirty (30) days of such termination, remove all County Equipment and County Media used in connection with the County Dark Fibers, if any. County shall accomplish such removal at County's sole expense, under ZAYO's supervision and in a manner that does not damage the ZAYO System. County shall be responsible for and shall indemnify ZAYO from and against any damage, loss, cost or expense caused by such removal. If County fails to remove its property within such period, the property shall be deemed abandoned and ZAYO may dispose of the same in any manner it deems reasonably appropriate, at County's expense.

20.3 Rights and Obligations After Termination. Termination or expiration of this Agreement or any Service Order shall not affect the rights or obligations of either Party that have arisen before the date of such termination or expiration. Each Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement.

## 21. Force Majeure

21.1 Neither party shall be in default under this Agreement if and to the extent that any failure or delay in either Party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and either Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God or nature, including an earthquake, flood or hurricane; fire; fiber, Cable, or other material failures, shortages or unavailability or other delay in delivery not resulting from either Party's failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, actions, laws, rules, regulations or restrictions; war or civil disorder; strikes or other labor disputes; failure of a third Person to grant or to recognize an Underlying Right (provided that either Party has made timely and reasonable commercial efforts to obtain the same); inability of ZAYO to obtain access to the ZAYO System; or any other cause beyond the reasonable control of ZAYO; or acts or omissions of third parties, who are not Affiliates, agents or under the direct control of the affected Party (collectively, "Events of Force Majeure"). ZAYO shall notify the County in writing of the existence of the event relied on and the cessation or termination of said Event of Force Majeure, and ZAYO shall exercise commercially reasonable efforts to minimize the time of any such delay. Notwithstanding anything in this Section, Event of Force Majeure shall not excuse non-payment under this Agreement.

## 22. Dispute Resolution

22.1 Dispute Resolution Process. Except as otherwise provided in Sections 18.1(e), 19.2(a) and 25.4(c), and this Section 22, any dispute, controversy or claim between the Parties relating to, arising out of, or in connection with this Agreement (or any subsequent agreements or amendments thereto), including as to its existence, enforceability, validity, interpretation, performance or breach or as to indemnification or damages, including claims in tort, whether arising before or after the termination of this Agreement (any such dispute, controversy or claim being herein referred to as a "Dispute") shall be settled by use of the following procedure:

(a) At the written request of a Party, each Party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. The discussions shall be left to the discretion of the representatives. Upon failure to reach agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the Parties' representatives for purposes of these negotiations shall be treated as Confidential Information developed for the purposes of settlement, exempt from discovery and production, and without the concurrence of both Parties shall not be admissible in any lawsuit. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in the arbitration.

(b) If negotiations between the representatives of the Parties do not resolve the Dispute within a reasonable period of time or the Dispute is not reasonably capable of being resolved through such negotiations, the Parties may pursue all other remedies at law or in equity.

## 23. Assignment and Transfer Restrictions

23.1 County Assignment. Except as provided in Section 12.3, County may not sell, assign, sublease, sub-IRU or otherwise transfer all or any part of this Agreement or of its interest

under this Agreement, or delegate any duties, burdens, or obligations arising hereunder, without ZAYO's prior express written consent, which consent may be given or withheld in ZAYO's sole discretion. A transfer, assignment or other action in violation of this Section 23 shall constitute a material breach of this Agreement and shall be null and void. If any such consent is given, County nevertheless shall remain fully and primarily liable for all obligations of County under this Agreement.

**23.2 ZAYO Assignment.** Nothing shall be deemed or construed to prohibit ZAYO from assigning or otherwise transferring this Agreement, or any of its rights or interests herein, in whole or in part, or from selling, transferring, leasing, licensing, granting indefeasible rights of use in or entering into similar agreements or arrangements with other Persons respecting any Ducts or other conduit tubing, Cable, fibers (other than the County Dark Fibers), or constituting a part of the ZAYO System. If in connection with any assignment of this Agreement by ZAYO, ZAYO causes such assignee to contemporaneously therewith agree in writing to perform all of ZAYO's obligations under this Agreement, then ZAYO shall be released from liability hereunder. ZAYO may encumber the ZAYO System provided any such encumbrance created after the date of this Agreement shall be subject to the rights of County hereunder. ZAYO may pledge or assign its rights under this Agreement to its lender(s) for the purpose of securing financing for its construction, maintenance, or extension of the ZAYO System.

**24. Representations, Warranties and Acknowledgments**

**24.1 Representations and Warranties.** By execution of this Agreement, each Party represents and warrants to the other:

(a) That the representing Party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof, and that by entering into or performing under this Agreement, the representing Party is not in violation of its charter or bylaws, or any law, regulation or agreement by which it is bound or to which it is subject;

(b) That the execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite corporate action, that the signatories for such Party hereto are authorized to sign this Agreement, and that the joinder or consent of any other Party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement by such Party.

**24.2 DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ZAYO MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE COUNTY DARK FIBERS, THE ZAYO SYSTEM, THE CABLE OR ANY WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE WARRANTIES SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES MADE BY ZAYO TO COUNTY WITH RESPECT TO THIS AGREEMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED.

**25. General**

**25.1 Binding Effect.** This Agreement and each of the Parties' respective rights and obligations under this Agreement, shall be binding on and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns.

**25.2 Waiver.** The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

**25.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Minnesota, without giving effect to its principles of conflicts of laws. In addition, this Agreement shall comply in all respects with the terms and conditions of the Grant with respect to the Initial Service Order. If the terms of the Grant conflict with any term herein, the term shall be read consistent with the Grant. All proceedings arising out of this Agreement shall be venued in a court of competent jurisdiction in Minnesota.

**25.4 Compliance with Laws/Standards.** Both Parties shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement, the ZAYO System, and all facilities and services contemplated by this Agreement including without limitation laws, rules and regulations governing construction and operation of the ZAYO System and delivery of telecommunications services over such system including any required Minnesota Public Utilities Commission or Federal Communications Commission approvals. Any violation of such laws, statutes, ordinances, rules, or regulations, or failure to obtain or maintain any required license, certification or regulatory approval by either Party shall constitute a material breach of this Agreement.

**25.5 Rules of Construction.**

(a) The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require. The words "include," "includes," and "including," shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. All accounting terms not otherwise defined in this Agreement will have the meanings subscribed to them under generally accepted accounting principles as in effect from time to time in the United States.

(b) Unless expressly defined herein, words having well known technical or

trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

(c) The Parties hereby agree that the rights and remedies set forth in this Agreement shall be each Party's sole and exclusive rights and remedies against the other Party for any claims arising under this Agreement and relating to any breaches of the representations, warranties or covenants contained in this Agreement. Notwithstanding the foregoing, the Parties agree that if any breach or threatened breach of the representations, warranties or covenants of this Agreement would cause irreparable injury to a Party and money damages would not provide an adequate remedy to such Party, then, in addition to the rights and remedies available to such Party pursuant to this Agreement, such Party shall have the right to obtain equitable relief in the form of a temporary or permanent injunction or order for a specific performance, without the requirement of posting of bond.

(d) This Agreement has been fully negotiated between and jointly drafted by the Parties.

(e) All actions, activities, consents, approvals and other undertakings of the Parties shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Agreement, the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a Party's performance.

**25.6 Entire Agreement.** This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits, Schedules and Attachments referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms of this Agreement shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by each Party and delivered to the Party relying on the writing.

**25.7 Relationship of the Parties.** The relationship between County and ZAYO shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. County and ZAYO, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof. Neither Party shall have the authority to bind the other Party by contract or otherwise or to make any representations or guarantees on behalf of the other Party. ZAYO acknowledges and agrees on its own behalf and that of its subcontractors that it is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits through the County. ZAYO also acknowledges and agrees, on its behalf and on that of its subcontractors, that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due ZAYO

and that it is ZAYO's, and that of ZAYO's subcontractors, sole obligation to comply with the applicable provisions of all federal and state tax laws.

**25.8 No Third-Party Rights.** Nothing in this Agreement is intended to provide any legal rights to anyone not an executing Party of this Agreement except under the indemnification and insurance provisions.

**25.9 Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

**25.10 Remedies.** Unless otherwise expressly limited or excluded herein, all remedies provided in this Agreement are cumulative and non-exclusive, and are in addition to all other remedies available at law or in equity, including without limitation any actions for damages.

**25.11 Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

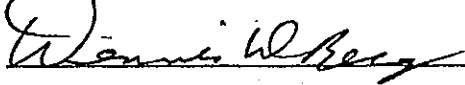
**25.12 Audit Disclosure and Retention of Records.** ZAYO agrees to make available to duly authorized representatives of the County and of the State of Minnesota, for the purpose of audit examination pursuant to Minnesota Statutes, Section 16B.06, any books, documents, papers, and records of ZAYO that are pertinent to ZAYO's provision of services under this Agreement. ZAYO further agrees to maintain all such required records for three (3) years after receipt of final payment and the closing of all other related matters.

**25.13 Affirmative Action.** ZAYO shall comply with its obligations under Executive Order 11246.

**25.14 Non-Discrimination.** ZAYO agrees to abide by all provisions of Minnesota Statutes, Section 181.59, as amended, entitled "Discrimination on Account of Race, Creed, or Color Prohibited in Contract."

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

COUNTY OF ANOKA:

  
\_\_\_\_\_

Signature  
Dennis D. Berg, Chair  
Anoka County Board of Commissioners


8/17/10  
Date

Zayo Bandwidth, LLC:

Signature   
\_\_\_\_\_

Title: Pres

Date: 8/17/10

  
\_\_\_\_\_

Signature  
Terry L. Johnson  
Anoka County Administrator

8/17/10  
Date

Approved as to Form:

  
\_\_\_\_\_

Assistant Anoka County Attorney

8/17/10  
Date

**EXHIBIT A**

**Initial Service Order**

**MASTER FIBER IRU AGREEMENT**

By and Between

ZAYO BANDWIDTH, LLC

And

COUNTY OF ANOKA, MINNESOTA

DATED: \_\_\_\_\_, 200\_\_

This Service Order is for the installation and an IRU in certain fibers as more fully described below, pursuant to the Master Fiber IRU Agreement dated \_\_\_\_\_, between Zayo Bandwidth, LLC ("ZAYO") and County of Anoka, Minnesota ("County"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Master Fiber IRU Agreement.

**Scope of Work:**

For purposes of this Initial Service Order, "Core Backbone" shall mean the fiber optic cable and the fiber optic strands contained therein (including the County Dark Fibers), which consists of underlying core rings, and "Distribution Network" shall mean the fiber optic cable and the fiber optic strands contained therein (including the County Dark Fibers), which consists of underlying distribution rings and distribution laterals.

As of the Acceptance Date for the County Dark Fibers in this Service Order, on a site by site basis, ZAYO grants to County a Dark Fiber IRU in eight (8) strands of dark fiber optic cable throughout the Core Backbone as depicted on Attachment 1 and four (4) strands of dark fiber optic cable throughout the Distribution Network, as depicted on Attachment 2, connecting one hundred forty five (145) government, educational and public safety institutions within Anoka County, Minnesota ("Anchor Institutions"). To the extent that more than one Anchor Institution is located at the same address, all of the Anchor Institutions at such address shall share the designated number of fiber optic strands, depending on whether the Anchor Institutions fall on the Core Backbone or Distribution Network. The location and the address of each Anchor Institution is attached hereto as Attachment 3. The exact Route is subject to change pursuant to the Master Fiber IRU Agreement. The Zayo System attached hereto as Attachment 1 and Attachment 2 will be owned by Zayo and not by a third party.

**Personnel:** Deployment schedule will be consistent with NTIA rules, and provided to the County. Zayo and County shall each designate project managers to communicate about project status and schedule. Zayo and County shall hold periodic status meetings as mutually agreed for the provision of project updates.

**Estimated Route Miles:** Approximately 286 route miles.

**Contribution:** County shall contribute a total of fifteen percent (15%) of the total Project cost,

such contribution amount aggregating up to \$2,867,698 pursuant to Section 4.1 and Section 4.2 of the Master Fiber IRU Agreement.

**County Maintenance Fee:** \$10,000/month payable when the County, or any permitted assignee or transferee, places into operation any County Dark Fiber per Section 4 of the Master Fiber IRU Agreement. CPI escalations will not be applied the County Maintenance Fee under this Service Order.

**Service Term of County Dark Fibers:**

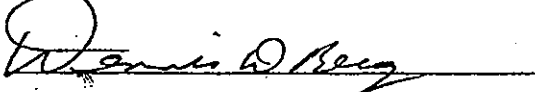
This Service Order shall be coterminous with the Master Fiber IRU Agreement.

**Special Requirements:** County shall be responsible for securing in an expeditious manner all necessary rights to access, occupy, and conduct typical telecommunication operations within each respective building, including but not limited to access agreements, easement, conduit/fiber pathways, access fees, cross-connects beyond the Demarcation Points, coordination at any third party owned location, and, where applicable, necessary space for ZAYO's fiber termination panel.

**Ratification:** This Service Order requested by County shall be governed by the Master Fiber IRU Agreement and shall form a single integrated agreement between ZAYO and County. Except as specifically set forth in this Service Order, the Agreement is hereby ratified and affirmed in all respects and all other terms, covenants and conditions of the Agreement shall remain unchanged and shall continue in full force and effect. The definition of "Agreement" in the Agreement is hereby amended to include this Service Order, Attachment 1, Attachment 2 and Attachment 3, all attached hereto, are incorporated herein by reference and made a part of this Service Order.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Service Order #1 and intending to be legally bound hereby, ZAYO and County have executed this Service Order #1 effective as of the date of execution by the last Party:

COUNTY OF ANOKA:



Signature  
Dennis D. Berg, Chair  
Anoka County Board of Commissioners

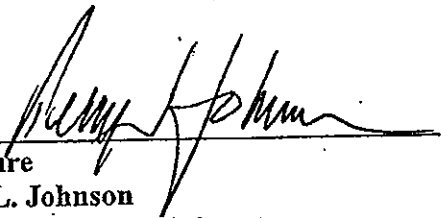
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Date

Zayo Bandwidth, LLC:

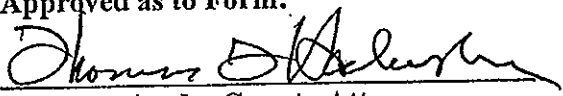
Signature J. Plun

Title: Pres

Date: 8/17/10

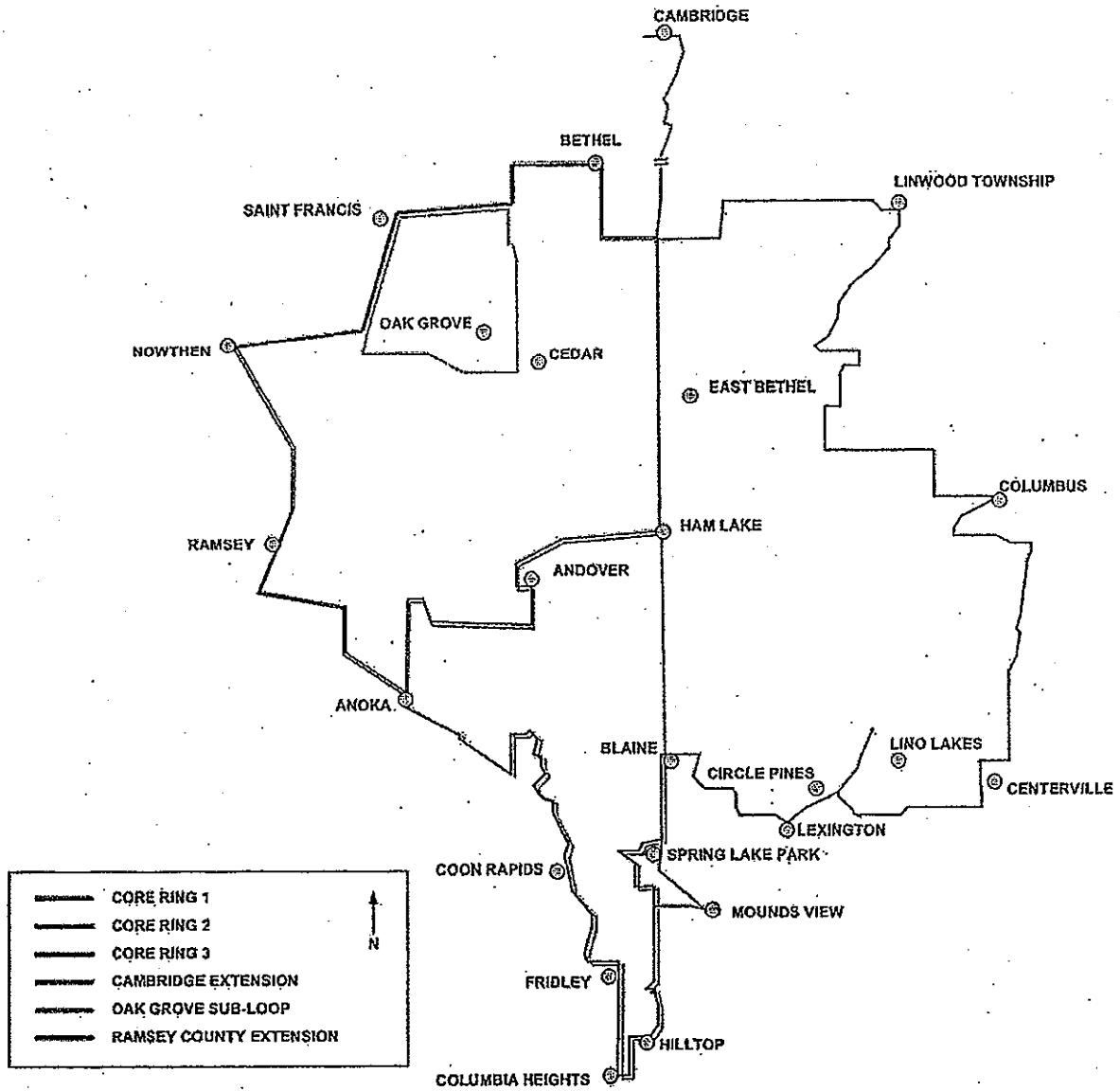
  
\_\_\_\_\_  
Signature  
Terry L. Johnson  
Anoka County Administrator

8/17/10  
\_\_\_\_\_  
Date

Approved as to Form:  
  
\_\_\_\_\_  
Assistant Anoka County Attorney

8/17/10  
\_\_\_\_\_  
Date

# EXHIBIT A-ATTACHMENT 1 Core Backbone



**EXHIBIT A-ATTACHMENT 3  
Site List**

No.	Type	Name	Address	City	STATE	ZIP	CORE RING	DISTRIBUTION RING/LATERAL	Hub Site (1)	Hub Site (2)	Dual Entrance Provided - Site #	Year 1	Equip	Dark Fiber Strands Provided
1	WATER TOWER	FALL PARKWAY WATER TOWER	1100 FALL PARKWAY NE	BLAINE			CRI	CRI-H1	143	143	71	Blaine2	ME-3400EG-12CS-M	4
2	FIRE	SEM FIRE STATION 5	11920 UVUSES ST NE	BLAINE	MN	55434	CRI	CRI-H1	143	149	135	SEM1	ME-3400EG-12CS-M	4
3	DATA CENTER	BACKUP DATA CENTER	1200 FALL PARKWAY	BLAINE			CRI	CRI-H1	143	143	67	Blaine1	ME-3400EG-12CS-M	4
4	LIBRARY	JONESVILLE LIBRARY	12461 OAK PARK BLVD	BLAINE	MN	55434	CRI	CRI-H1	143	143	14	Library3	ME-3400EG-12CS-M	4
5	FIRE	SEM FIRE STATION #1	1710 COUNTY HWY 10	SPRING LAKE PARK			CRI	CRI-H1	143	143	132	SEM1	ME-3400EG-12CS-M	4
6	TREATMENT PLANT	EAST WATER TREATMENT PLANT	11300 DOWNSWOOD ST	COON RAPIDS			CRI	CRI-H2	143	88	35	Coonrapd32	ME-3400EG-12CS-M	4
7	LIBRARY	CROOKED LAKE LIBRARY	11440 CROOKED LAKE BLVD NW	COON RAPIDS	MN	55433-4411	CRI	CRI-H2	143	88	16	Library1	ME-3400EG-12CS-M	4
8	FIRE	COON RAPIDS FIRE STATION 2	1139 12357 AVE NW	COON RAPIDS	MN	55448	CRI	CRI-H2	143	88	90	Coonrapd33	ME-3400EG-12CS-M	4
9	COMMUNITY BLDG	BUNKER HILLS COMMUNITY BLDG	12800 BUNKER PRASIRE RD	COON RAPIDS			CRI	CRI-H2	143	88	92	Coonrapd31	ME-3400EG-12CS-M	4
10	PARKS	ANOKA COUNTY PARKS MAINTENANCE SHOP	12991 POLEY BLVD	COON RAPIDS			CRI	CRI-H2	143	88	29	Park31	ME-3400EG-12CS-M	4
11	TREATMENT PLANT	WEST WATER TREATMENT PLANT	12351 1026th AVE	COON RAPIDS			CRI	CRI-H2	143	88	96	Coonrapd32	ME-3400EG-12CS-M	4
12	FIRE	COON RAPIDS FIRE STATION 3	2881 118TH AVE NW	COON RAPIDS	MN	55433-3402	CRI	CRI-H2	143	88	89	Coonrapd33	ME-3400EG-12CS-M	4
13	COMMUNITY CENTER	COON RAPIDS COMMUNITY CENTER	3030 111th AVE	COON RAPIDS	MN	55433	CRI	CRI-H2	143	88	93	Coonrapd31	ME-3400EG-12CS-M	4
14	FIRE	FRIDLEY FIRE STATION 5	110 77TH WAY NE	FRIDLEY	MN	55432-2517	CRI	CRI-H3	88	103	104	Fridley2	ME-3400EG-12CS-M	4
15	FIRE	COON RAPIDS FIRE STATION 1	1460 EGRET BLVD	COON RAPIDS	MN	55433	CRI	CRI-H3	88	103	91	Coonrapd33	ME-3400EG-12CS-M	4
16	PUBLIC WORKS	COON RAPIDS PUBLIC WORKS DEPT.	1831 111th AVE	COON RAPIDS			CRI	CRI-H3	88	103	94	Coonrapd32	ME-3400EG-12CS-M	4
17	PARKS	HEADQUARTERS OF ANK PARKS AND RECREATION ASSOC. (ISLANDS OF PACE)	200 CHARLES ST NE	FRIDLEY			CRI	CRI-H3	88	103	30	Park31	ME-3400EG-12CS-M	4
18	LIBRARY	COON RAPIDS LICENSE CENTER	455 95TH AVE NW	COON RAPIDS	MN	55435	CRI	CRI-H3	88	103	23	License1	ME-3400EG-12CS-M	4
19	PARKS	RUEDEL COMMUNITY BUILDING	5100 EAST RIVER RD	FRIDLEY			CRI	CRI-H3	88	103	31	Park31	ME-3400EG-12CS-M	4
20	PARKS	BRANFILL-LOCKE COMMUNITY CENTER	6665 E RIVER RD	FRIDLEY	MN	55432-4729	CRI	CRI-H3	88	103	1	Publicworks1	ME-3400EG-12CS-M	4
21	PARKS	ANDRA COUNTY PARKS - COON RAPIDS DAY VISITOR CENTER	9750 EGRET BLVD	COON RAPIDS	MN		CRI	CRI-H3	88	103	33	Park31	ME-3400EG-12CS-M	4
22	LIBRARY	MISSISSIPPI LIBRARY	410 MISSISSIPPI ST NE	FRIDLEY	MN	55432-4415	CRI	CRI-H4	103	140	YES	Library1	ME-3400EG-12CS-M	4
23	RADIO TOWER	800 MHz RADIO TOWERS	4700 STINSON BLVD NE	COLUMBIA HEIGHTS			CRI	CRI-H4	103	140	44	Radio1	ME-3400EG-12CS-M	4
24	WATER TOWER	WATER TOWER	4702 STINSON BLVD	COLUMBIA HEIGHTS			CRI	CRI-H4	103	140	84	Columbiahts1	ME-3400EG-12CS-M	4
25	FIRE	FRIDLEY FIRE STATION 2	6881 CENTRAL AVE NE	FRIDLEY	MN	55414	CRI	CRI-H4	103	140	105	Fridley2	ME-3400EG-12CS-M	4
26	LICENSE CENTER	COLUMBIA HEIGHTS LICENSE CENTER	3982 CENTRAL AVE	COLUMBIA HEIGHTS MN		55411	CRI	CRI-H5	103	81	21	License1	ME-3400EG-12CS-M	4
27	COMMUNITY BLDG	MURKIN HALL COMMUNITY BLDG (Possible Public Computing Center)	550 HALL ST NE	COLUMBIA HEIGHTS			CRI	CRI-H5	103	81	83	Columbiahts1	ME-3400EG-12CS-M	4
28	CITY HALL	COLUMBIA HEIGHTS CITY HALL	590 40TH AVE NE	COLUMBIA HEIGHTS MN		55412-3885	CRI	CRI-H5	103	81	78	Columbiahts1	ME-3400EG-12CS-M	4
29	SCHOOL	FRIDLEY HIGH SCHOOL (RIP)	6085 7TH ST NE	FRIDLEY			CRI	CRI-H5	103	81	141	Fridley4	ME-3400EG-12CS-M	4
30	PUBLIC WORKS	COLUMBIA HEIGHTS PUBLIC LEARNING CENTER	637 38TH AVE NE	COLUMBIA HEIGHTS			CRI	CRI-H5	103	81	82	Columbiahts1	ME-3400EG-12CS-M	4
31	LIBRARY	Columbia Heights Library	820 40TH AVE NE	COLUMBIA HEIGHTS			CRI	CRI-H5	103	81	80	Library1	ME-3400EG-12CS-M	4
32	CITY HIGH RISE	CITY HIGH RISE	965 40TH AVE NE	COLUMBIA HEIGHTS			CRI	CRI-H5	103	81	79	Columbiahts1	ME-3400EG-12CS-M	4

No.	Type	Name	Address	City	STATE	ZIP	CORNERING	DISTRIBUTION RINGS/LATERAL	Hub Site (1)	Hub Site (2)	Dual Entrance Provided	Site #	VLAN 1	Equip	Dark Fiber Strands Provided
33	FIRE CITY HALL / POLICE / CIVIC CENTER	Fridley Fire Station 1 / Fridley Police Station	6431 UNIVERSITY AVE NE	FRIDLEY	MN	55424-4808	CR1	No Equip Site				306	Fridley2	NONE	8
34	POLICE CENTER	COON RAPIDS CITY HALL / POLICE STATION / CIVIC CENTER	11155 ROBINSON DR	COON RAPIDS	MN	55403	CR1					88	Coonrapids1	WS-C4900M	8
35	POLICE CENTER	ANOKA-RANDY COMMUNITY COLLEGE	11200 NISSISSIPEE BLVD NW	COON RAPIDS	MN	55433	CR1					143	ARCC	WS-C4900M	8
36	SCHOOL	COLUMBIA HEIGHTS HS	1400 40TH AVE	COLUMBIA HEIGHTS			CR1					140	School	WS-C4900M	8
37	GOVERNMENT CENTER	ANOKA COUNTY GOVERNMENT CENTER	2100 8RD AVE N	ANOKA	MN	55403	CR1					6	AnokaCounty4	CISCOT609-S	8
38	LIBRARY	RANDY COUNTY LIBRARY	2576 CO. RD. 10	MOONDS VIEW			CR1					145	Library2	WS-C4900M	8
39	CITY HALL	HILLTOP CITY HALL	4555 JACKSON ST NE	HILLTOP	MN	55421-2401	CR1					113	CR1	WS-C4900M	8
40	CITY HALL	FRIDLEY CITY HALL	6431 UNIVERSITY AVE NE	FRIDLEY	MN	55402-4803	CR1					102	CR1	WS-C4900M	8
41	PUBLIC SAFETY	PUBLIC SAFETY CENTER (PSC)	325 45TH AVE NE	COLUMBIA HEIGHTS			CR1					81	CR1	WS-C4900M	8
42	SCHOOL	ST. FRANCIS ELEMENTARY	22919 ST. FRANCIS BLVD	ST. FRANCIS			CR2	CR2-H1	129	123		149	StFrancis3	ME-3400EG-12CS-M	4
43	SCHOOL	ST. FRANCIS MIDDLE SCHOOL	28026 ANBRASSADOR BLVD NW	ST. FRANCIS			CR2	CR2-H1	129	123		148	StFrancis3	ME-3400EG-12CS-M	4
44	PARKS	ANOKA COUNTY PARKS - LAKE GEORGE MAINTENANCE SHOP	2740 - 2715 AVE NW	Cedar			CR2	CR2-H1	129	123		28	Parks1	ME-3400EG-12CS-M	4
45	SCHOOL	ST. FRANCIS HIGH SCHOOL	3325 BRIDGE ST	ST. FRANCIS			CR2	CR2-H1	129	123		147	StFrancis3	ME-3400EG-12CS-M	4
46	LIBRARY	ST. FRANCIS LIBRARY	3515 BRIDGE ST NW	ST. FRANCIS	MN	55071-9754	CR2	CR2-H1	123	123	YES	19	Library2	ME-3400EG-12CS-M	4
47	POLICE STATION	ST. FRANCIS POLICE / FIRE STATION	3740 BRIDGE ST NW	ST. FRANCIS	MN	55070	CR2	CR2-H1	129	123		130	StFrancis2	ME-3400EG-12CS-M	4
48	SCHOOL	CROSSROADS SCHOOL AND VOCATIONAL CENTER / CENTRAL SERVICES CENTER	4111 AMBASSADOR BLVD NW	ST. FRANCIS			CR2	CR2-H1	129	123		146	StFrancis3	ME-3400EG-12CS-M	4
49	SCHOOL	EDGAR CREEK ELEM	21108 POLK STREET NE	EAST BETHEL			CR2	CR2-H2	64	98		153	StFrancis3	ME-3400EG-12CS-M	4
50	SCHOOL	EAST BETHEL ELEM	21110 POLK STREET NE	EAST BETHEL			CR2	CR2-H2	64	98		152	StFrancis3	ME-3400EG-12CS-M	4
51	PUBLIC WORKS	MOSCQUITO CONTROL DISTRICT	1260 BUNKER LAKE BLVD	ANDOVER	MN	55004	CR2	CR2-H3	108	39		26	Publicworks1	ME-3400EG-12CS-M	4
52	PARKS	ANOKA COUNTY PARKS MAINTENANCE SHOP	1350 BUNKER LAKE BLVD	ANDOVER	MN	55003	CR2	CR2-H3	108	39		34	Parks1	ME-3400EG-12CS-M	4
53	RADIO TOWER	180 MHz RADIO TOWERS	13505 HANSON BLVD	ANDOVER			CR2	CR2-H3	108	39	YES	42	Radio1	ME-3400EG-12CS-M	4
54	HIGHWAY	HIGHWAY DEPARTMENT	1440 BUNKER LAKE BLVD	ANDOVER	MN	55004	CR2	CR2-H3	108	39	YES	7	Radio1	ME-3400EG-12CS-M	4
55	POLICE	SHERIFF'S PATROL STATION	1550 BUNKER LAKE BLVD	ANDOVER	MN	55004	CR2	CR2-H3	108	39		36	Police1	ME-3400EG-12CS-M	4
56	FIRE	ANDOVER FIRE STATION 3	15529 CROSSTOWN BLVD NW	ANDOVER	MN	55004	CR2	CR2-H3	108	39		55	Andover2	ME-3400EG-12CS-M	4
57	PARKS	ADMINISTRATION BLDG.	550 BUNKER LAKE BLVD	ANDOVER	MN	55004	CR2	CR2-H3	108	39	YES	27	Parks1	ME-3400EG-12CS-M	4
58	WATER TOWER	TOWER #2	1217 CROSSTOWN BLVD NW	ANDOVER			CR2	CR2-H4	52	39		59	Andover1	ME-3400EG-12CS-M	4
59	BLDG	COMMUNITY BUILDING	1825 189TH LANE NW	ANDOVER			CR2	CR2-H4	52	39		57	Andover1	ME-3400EG-12CS-M	4
60	BLDG	SUNSHINE PARK COMMUNITY BUILDING	1900 CROSSTOWN BLVD NW	ANDOVER			CR2	CR2-H4	52	39		56	Andover1	ME-3400EG-12CS-M	4
61	FIRE	ANDOVER FIRE STATION 1	1805 CROSSTOWN BLVD NW	ANDOVER	MN	55004-0750	CR2	CR2-H5	39	60		54	Andover2	ME-3400EG-12CS-M	4
62	WATER TOWER	TOWER #1	14055 ROSE ST NW	ANDOVER			CR2	CR2-H5	39	60		58	Andover1	ME-3400EG-12CS-M	4
63	FIRE	ANDOVER FIRE STATION 2	16603 VALLEY DR NW	ANDOVER	MN	55004	CR2	CR2-H5	39	60		53	Andover2	ME-3400EG-12CS-M	4
64	LIBRARY	ANOKA COUNTY LIBRARY - HISTORICAL SOCIETY	2135 8RD AVE N	ANOKA	MN	55005-2158	CR2	CR2-H5	39	60		11	Library1	ME-3400EG-12CS-M	4
65	FIRE	ANOKA FIRE STATION	2901 8RD AVE	ANOKA	MN	55003	CR2	CR2-H5	39	60		61	Anoka2	ME-3400EG-12CS-M	4
66	POLICE	ANOKA POLICE	2715 HARRISON ST	ANOKA	MN	55003	CR2	CR2-H5	39	60		62	Anoka3	ME-3400EG-12CS-M	4

Anoka County Community Anchor Institutions:															
No.	Type	Name	Address	City	STATE	ZIP	CORNERING	DISTRIBUTION RING/LATERAL	Hub Site (1)	Hub Site (2)	Dual Entrance Provided	Site #	WLAN 1	Equip	Dark Fiber Strands Provided
67	HUMAN SERVICES	RUM RIVER HUMAN SERVICE CENTER	3900 6TH AVE	ANOKA	MN	55303	CR2	CR2-H5	99	60	YES	8	Humanity1	ME-3400EG-12CS-M	4
68	LIBRARY	RUM RIVER LIBRARY	4201 6TH AVENUE	ANOKA	MN	55308-2138	CR2	CR2-H5	39	60	YES	12	Library1	ME-3400EG-12CS-M	4
69	PUBLIC SERVICES	ANOKA PUBLIC SERVICES	501 PIERCE ST	ANOKA			CR2	CR2-H5	39	64		63	Anoka1	ME-3400EG-12CS-M	4
70	SCHOOL	LIFELONG LEARNING CENTER	18900 CEDAR DR	OAK GROVE			CR2	CR2-H6	109	123	YES	130	Siffranc03	WS-C4900M	4
71	FIRE	EAST BETHEL FIRE STATION 1	2751 VIKING BLVD NE	EAST BETHEL	MN	55011-9340	CR2	CR2-H5	109	123		98	Eastbethel2	WS-C4900M	4
72	FIRE	RAMSEY FIRE STATION 2	15153 NOWTHEN BLVD NW	RAMSEY	MN	55308-6140	CR2	CR2-L1	142			126	Ramsey2	ME-3400EG-12CS-M	4
73	RADIO TOWER	800 MHz RADIO TOWERS	5858 ALPINE DR NW	RAMSEY			CR2	CR2-L1	142			51	Radio1	ME-3400EG-12CS-M	4
74	LICENSE CENTER	ANOKA LICENSE CENTER	6111 HIGHWAY 10 S000	RAMSEY	MN	55303	CR2	CR2-L1	142			24	License1	ME-3400EG-12CS-M	4
75	SECURITY	BANGKEY COMMUNITY SECURITY HEADQUARTERS	RHW 47 & 160TH	RAMSEY			CR2	CR2-L1	142			128	Ramsey2	ME-3400EG-12CS-M	4
76	FIRE	RAMSEY FIRE STATION 1	15950 ARMBRISTONG BLVD	RAMSEY	MN	55308-4322	CR2	CR2-L2	125			127	Ramsey2	ME-3400EG-12CS-M	4
77	FIRE	NOWTHEN FIRE STATION 3 / SHARED WITH CITY OF RAMSEY	19888 NOWTHEN BLVD NW	NOWTHEN			CR2	CR2-L3	120			121	Ramsey2	ME-3400EG-12CS-M	4
78	RADIO TOWER	800 MHz RADIO TOWERS	20187 ST. FRANCIS BLVD NW	NOWTHEN			CR2	CR2-L3	120			50	Radio1	ME-3400EG-12CS-M	4
79	CITY HALL	NOWTHEN CITY HALL	8189 189TH AVE NW	NOWTHEN			CR2	CR2-L3	120			121	Nowthen1	ME-3400EG-12CS-M	4
80	RADIO TOWER	800 MHz RADIO TOWERS	15624 Central Ave. NE	HAM LAKE			CR2	CR2-L5	108			46	Radio1	ME-3400EG-12CS-M	4
81	PARKS	ANOKA CO. COMMUNITY MEETING FACILITY	AT HANSON/138RD AVE	ANDOVER	MN	55304	CR2	CR2-L6				32	Park1	ME-3400EG-12CS-M	4
82	COMPOST SITE	ANOKA COUNTY COMPOST SITE	HANSON BLVD	COON RAPIDS	MN	55304	CR2	CR2-L6				2	Publicworks1	ME-3400EG-12CS-M	4
83	POLICE	SHERIFF'S GUN RANGE		COON RAPIDS	MN	55304	CR2	CR2-L6				38	Police1	ME-3400EG-12CS-M	4
84	FIRE	BETHEL FIRE STATION	139 BROADWAY AVE NW	BETHEL	MN	55305	CR2	CR2-L7	64			65	Bethel1	ME-3400EG-12CS-M	4
85	RADIO TOWER	800 MHz RADIO TOWERS	209 237 Av. NW	BETHEL			CR2	CR2-L7	64			45	Radio1	ME-3400EG-12CS-M	4
86	SCHOOL	SNOWHILL CENTER FOR THE ARTS & COMMUNITY EDUCATION (possible Public Computing Center)	23930 DEVERYST	BETHEL			CR2	CR2-L7	64			151	Siffranc03	ME-3400EG-12CS-M	4
87	PUBLIC WORKS	ALTERNATE PUBLIC SAFETY ANSWERING POINT	13555 HANSON BLVD	ANDOVER	MN	55304	CR2	No Equip Site	108	39		40	Publicworks1	NONE	4
88	LICENSE CENTER	HAM LAKE LICENSE CENTER	17555 CENTRAL AVE NE #330	HAM LAKE	MN	55070	CR2	No Equip Site	18			22	License1	NONE	8
89	PUBLIC SAFETY	ANOKA COUNTY SHERIFF'S OFFICE	13801 HANSON BLVD NW	ANDOVER	MN	55304	CR2				YES	39	AnokaCounty1	WS-C4900M	8
90	COLLEGE	ANOKA TECHNICAL COLLEGE	13555 WEST HIGHWAY 10	ANOKA	MN	55303	CR2					142	CR1	WS-C4900M	8
91	MEDICAL EXAMINER	MIDWEST MEDICAL EXAMINERS OFFICE	14341 RHINESTONE ST NW	ANOKA	MN	55305	CR2				YES	25	AnokaCounty2	WS-C4900M	8
92	CITY HALL	HAM LAKE CITY HALL / Ham Lake Fire Station 1 / Ham Lake Public Works	15544 CENTRAL AVE NE	HAM LAKE	MN	55304-5609	CR2					108	Hamlake1	WS-C4900M	8
93	CITY HALL	BETHEL CITY HALL	165 MAIN ST NW	BETHEL	MN	55011	CR2					64	Bethel1	WS-C4900M	8
94	CITY HALL	ANDOVER CITY HALL	1685 CROSTOWN BLVD NW	ANDOVER	MN	55304-2612	CR2					52	Andover1	WS-C4900M	8
95	FIRE	HAM LAKE FIRE STATION 2	17321 XYLITE ST NE	HAM LAKE	MN	55304	CR2					109	Hamlake2	WS-C4900M	8
96	LIBRARY	NORTH CENTRAL LIBRARY	17565 CENTRAL AVE	HAM LAKE	MN	55304	CR2					18	Library2	WS-C4900M	8
97	FIRE	OAK GROVE FIRE STATION 2	19720 KIOWA ST NW	OAK GROVE	MN	55303	CR2					124	Oakgrove2	WS-C4900M	8
98	COMMUNITY BUILDING	NOWTHEN COMMUNITY BUILDING	19800 NOWTHEN BLVD NW	NOWTHEN	MN	55308-6055	CR2					120	Nowthen1	WS-C4900M	8
99	CITY HALL	OAK GROVE CITY HALL / FIRE	15900 NIGHTINGALE ST NW	OAK GROVE	MN	55011-9204	CR2					123	Oakgrove1	WS-C4900M	8
100	CITY HALL	ANOKA CITY HALL	2015 1ST AVE N	ANOKA	MN	55302-2245	CR2					60	Anoka1	WS-C4900M	8

No.	Type	Name	Address	City	STATE	ZIP	CORE RING	DISTRIBUTION RING/LATERAL	Hub Site (1)	Hub Site (2)	Dual Entrance Provided	Site #	VLAN 1	Equip	Dark Fiber Strands Provided
101	CITY HALL	ST FRANCIS CITY HALL	28840 CREEK ST NW	ST FRANCIS	MN	55070	CR2					129	CR2	WS-C4900M	8
102	SCHOOL	USD 11 LEARNING CENTER	2727 N FERRY ST	ANOKA			CR2					139	School	WS-C4900M	8
103	CITY HALL	RAMSEY CITY HALL/POLICE	7550 SUNWOOD DR NW	RAMSEY	MN	55028	CR2					125	Ramsey1	WS-C4900M	8
104	LIBRARY	CENTENNIAL LIBRARY	100 CIVIC HEIGHTS CIR NE	CIRCLE PINES	MN	55014-1786	CR3	CR3-H1	114	75		13	Library3	ME-3400EG-12CS-M	4
105	FIRE	CENTENNIAL FIRE STATION 1	2 EAST RD	CIRCLE PINES	MN	55014-1645	CR3	CR3-H1	114	75		137	Centennial12	ME-3400EG-12CS-M	4
106	SERVICES	EASTERN HUMAN SERVICE CENTER	4175 LOWELL RD NE A102	CIRCLE PINES	MN	55014	CR3	CR3-H1	114	75		10	Humansvcs1	ME-3400EG-12CS-M	4
107	LICENSE CENTER	BLAINE LICENSE CENTER	10995 CLUB WEST PKWY	BLAINE	MN	55449	CR3	CR3-H2	66	9		20	License1	ME-3400EG-12CS-M	4
108	FIRE	SRM FIRE STATION 1	1191 89TH AVE NE	BLAINE	MN	55484-2907	CR3	CR3-H2	66	9		134	SRM1	ME-3400EG-12CS-M	4
109	PUBLIC WORKS	BLAINE PUBLIC WORKS	1801 101ST AVE NE	BLAINE	MN		CR3	CR3-H2	66	9		88	Blaine2	ME-3400EG-12CS-M	4
110	RADIO TOWER	800 MHz RADIO TOWERS	9145 LINCOLN ST NE	BLAINE	MN		CR3	CR3-H2	66	9		43	Radio1	ME-3400EG-12CS-M	4
111	WATER TOWER	AQUADORE PARK WATER TOWER	9145 LINCOLN ST NE	BLAINE	MN		CR3	CR3-H2	66	9		70	Blaine2	ME-3400EG-12CS-M	4
112	POLICE	CENTENNIAL LAKES POLICE STATION	54 NORTH RD	CIRCLE PINES	MN	55014	CR3	CR3-H3	75	117		76	CirclePine1	ME-3400EG-12CS-M	4
113	PARKS	CHOUMIK ACTIVITY CENTER	646 SANDPIPER DR	CIRCLE PINES	MN	55014	CR3	CR3-H3	75	117		5	Publicworks1	ME-3400EG-12CS-M	4
114	PUBLIC WORKS	CIRCLE PINES PUBLIC WORKS	760 CIVIC HEIGHTS DRIVE	CIRCLE PINES	MN		CR3	CR3-H3	75	117		11	CirclePine1	ME-3400EG-12CS-M	4
115	FIRE	LEXINGTON FIRE STATION	9055 SOUTH SERVICE DR	LEXINGTON	MN	55014-8728	CR3	CR3-L1	114			77	Lexington2	ME-3400EG-12CS-M	4
116	PUBLIC WORKS	LEXINGTON PUBLIC WORKS	9100 Hamline Ave. N.	LEXINGTON	MN		CR3	CR3-L1	114			116	Lexington1	ME-3400EG-12CS-M	4
117	WATER TOWER	HAMLIN AVE WATER TOWER	9318 HAMLIN AVE N	BLAINE	MN		CR3	CR3-L1	114			72	Blaine2	ME-3400EG-12CS-M	4
118	FIRE	SRM FIRE STATION 4	10290 DEVER ST NE	BLAINE	MN	55014-1846	CR3	CR3-L2	66			133	SRM1	ME-3400EG-12CS-M	4
119	FIRE	HAM LAKE FIRE STATION 9	9250 148TH AVE NE	HAM LAKE	MN		CR3	CR3-L2	66			112	HamLake2	ME-3400EG-12CS-M	4
120	PLANT	TREATMENT PLANT #3	4629 10890 LAJANE	BLAINE	MN		CR3	CR3-L2	66			69	Blaine2	ME-3400EG-12CS-M	4
121	WATER TOWER	LEXINGTON AVE WATER TOWER	SOUTH OF 125TH AND LEXINGTON	BLAINE	MN		CR3	CR3-L2	66			73	Blaine2	ME-3400EG-12CS-M	4
122	RADIO TOWER	800 MHz RADIO TOWERS	7545 4 AC.	LINO LAKES	MN		CR3	CR3-L4	117			47	Radio1	ME-3400EG-12CS-M	4
123	FACILITY	ANOKA CO. JUVENILE CENTERS	7555 4TH AVE	LINO LAKES	MN	55014	CR3	CR3-L4	117			3	Police1	ME-2400EG-12CS-M	4
124	PARKS	JOSEPH E. WARGO ACTIVITY CENTER	7701 MAIN ST	LINO LAKES	MN	55038	CR3	CR3-L4	117			35	Parks1	ME-3400EG-12CS-M	4
125	FIRE	CENTENNIAL FIRE STATION 2	7731 LAKE DR	LINO LAKES	MN	55014-1109	CR3	CR3-L4	117			138	Centennial2	ME-3400EG-12CS-M	4
126	FIRE	EAST BETHEL FIRE STATION 2 / EAST BETHEL PUBLIC WORKS	2375 21ST AVE NE	EAST BETHEL	MN	55011	CR3	CR3-L5	97			59	EastBethel2	ME-3400EG-12CS-M	4
127	FIRE	LINWOOD TOWNSHIP FIRE STATION	23870 TYPO CREEK DR SE	LINWOOD TOWNSHIP	MN	55079	CR3	CR3-L6	119			138	Linwood2	ME-3400EG-12CS-M	4
128	FIRE	COLUMBUS FIRE SUBSTATION	16555 KETTLE RIVER BLVD NW	COLUMBUS	MN	55025-9419	CR3	CR3-L7	85			86	Columbus2	ME-3400EG-12CS-M	4
129	PUBLIC WORKS	COLUMBUS PUBLIC WORKS	16945 KETTLE RIVER BLVD NW	COLUMBUS	MN	55025-9419	CR3	CR3-L7	85			87	Columbus1	ME-3400EG-12CS-M	4
130	POLICE	COLUMBUS POLICE SUBSTATION	16819 KETTLE RIVER BLVD NW	COLUMBUS	MN	55025-9419	CR3	No Equip Site	85			37	Police1	NONE	8
131	CITY HALL	BLAINE CITY HALL / POLICE	18001 TOWN SQUARE DR	BLAINE	MN	55484	CR3					66	Blaine1	WS-C4900M	8
132	SERVICES	BLAINE HUMAN SERVICE CENTER	1201 89TH AVE	BLAINE	MN	55484	CR3					9	AnokaCounty1	WS-C4900M	8
133	CITY HALL	SPRING LAKE PARK CITY HALL / POLICE	1901 81ST AVE NE	SPRING LAKE PARK	MN	55452-2116	CR3					131	CR1	WS-C4900M	8
134	CITY HALL	COLUMBUS CITY HALL	16919 KETTLE RIVER BLVD NW	COLUMBUS	MN	55025-9419	CR3					85	Columbus1	WS-C4900M	8
135	RADIO TOWER	800 MHz RADIO TOWERS	18320 ZODIAC ST NE	COLUMBUS	MN		CR3					49	Radio1	WS-C4900M	8

Anoka County Community Anchor Institutions:															
No.	Type	Name	Address	City	STATE	ZIP	CORE RING	DISTRIBUTION RING/LATERAL	Hub Site (1)	Hub Site (2)	-Dual Entrance Provided	Site#	VLAN 1	Equip	Dark Fiber Strands Provided
136	CITY HALL	CENTERVILLE CITY HALL/Centennial Fire Station 3	1880 MAIN ST	CENTERVILLE	MIN	55032-9794	CR3					74	CR3	WS-C4900M	8
137	CITY HALL	CIRCLE PINES CITY HALL	220 CMC HEIGHTS CIR	CIRCLE PINES	MIN	55014	CR3					75	CirclePine1	WS-C4900M	8
138	CITY HALL	EAST BETHEL CITY HALL	2241 221ST AVE NE	EAST BETHEL	MIN	55011-9790	CR3					97	EastBethel1	WS-C4900M	8
139	TOWN HALL	LINWOOD TOWN HALL	22817 TYPO CREEK DR NE	LINWOOD TOWN	MIN	55079-9349	CR3					119	CR3	WS-C4900M	8
140	TREATMENT PLANT	EAST BETHEL WATER TREATMENT FACILITY	2425 Pierce Path NE	EAST BETHEL			CR3					102	EastBethel1	WS-C4900M	8
141	COLLEGE	ANOKA-RAMSEY COMMUNITY COLLEGE (CAMBRIDGE CAMPUS)	300 SPIRIT RIVER DR. S.	CAMBRIDGE			CR3					144	ARCC	WS-C4900M	8
142	FIRE	EAST BETHEL FIRE STATION 3	942 FOREST RD NE	EAST BETHEL	MIN	55082	CR3					100	EastBethel2	WS-C4900M	8
143	CITY HALL	LIND LAKES CITY HALL	1600 TOWN CENTER PKWY	LIND LAKES	MIN	55014	CR3					117	CR3	WS-C4900M	8
144	LIBRARY	NORRTOWN LIBRARY	711 COURTY ROAD 10 NE	BLAINE	MIN	55434-2352	CR3					13	Library3	WS-C4900M	8
145	CITY HALL	LEXINGTON CITY HALL	9180 LEXINGTON BLD	LEXINGTON	MIN	55014	CR3					114	Lexington1	WS-C4900M	8

**EXHIBIT B**

**Service Order Form  
To  
MASTER FIBER IRU AGREEMENT  
By and Between  
ZAYO BANDWIDTH, LLC  
And**

**DATED:** \_\_\_\_\_, 200\_\_

**Service Order Number:** \_\_\_\_

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

This Service Order is for the installation or utilization of \_\_\_\_ strands of dark fiber optic cable, pursuant to the Master Fiber IRU Agreement dated \_\_\_\_\_, between Zayo Bandwidth, LLC ("ZAYO") and \_\_\_\_\_ ("County").

**Scope of Work, including System Route and County Route:**  
(Metro description,)

**Demarcation Points:**

**Street Address of Demarcation Point 1):** Description of building entry and specific route and requirements

**Street Address of Demarcation Point 2:** Description of building entry and specific route and requirements

**IRU Charge:** \$ \_\_\_\_\_ per \_\_\_\_\_, payable on the \_\_\_\_\_.

**County Maintenance Fee:** \$ \_\_\_\_\_

**Service Term of County Dark Fibers:** \_\_\_\_\_ years from Acceptance Date.

**Estimated Route Miles:** \_\_\_\_\_

**Special Requirements:** County shall be responsible for securing all necessary rights to access, occupy, and conduct typical telecommunication operations within each respective building, including but not limited to access agreements, access fees, cross-connects beyond the Demarcation Points, coordination at any third party owned location, and, where applicable, necessary space for ZAYO's fiber termination panel in an expeditious manner. In the event that County has not provided any of the items in the foregoing sentence in time to allow ZAYO to complete work at any location, ZAYO may continue

with the Acceptance Date procedures to the extent possible and invoice for the services under this Service Order as if all locations were completed.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Service Order #1 and intending to be legally bound hereby, ZAYO and County have executed this Service Order #1, effective as of the date of execution by the last Party.

**COUNTY OF ANOKA:**

**Zayo Bandwidth, LLC:**

\_\_\_\_\_  
Signature

Dennis D. Berg, Chair  
Anoka County Board of Commissioners

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Terry L. Johnson  
Anoka County Administrator

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Assistant Anoka County Attorney

\_\_\_\_\_  
Date

EXHIBIT C

NOTICE OF COMPLETION

{current date}

Company Name

Procurement & Contracts Administrator

Street Address

City, State and Zip

re: Master Fiber IRU Agreement ("Agreement") \_\_\_/\_\_\_/200\_\_\_ detailing \_\_\_\_\_ (x)  
fibers in a segment and/or ring configuration connecting \_\_\_\_\_ (x) network tie-in  
points running about \_\_\_\_\_ miles around the ZAYO \_\_\_\_\_ loop. {generic  
contract description}

Dear Sir or Madam;

This letter is your Notice of Completion (NOC) that the service described in the contract titled above has been installed and completed. Port assignments and test results have been delivered to {customer names of Operations personnel}.

Please sign below indicating your acceptance and return this document to the address noted above. Per terms of the Agreement, if we do not receive your acceptance signature then the default acceptance is assumed and billing will begin on {current date plus 10 days}.

If you should have an operational issue; please contact our NCC at \_\_\_\_\_. For billing or other administrative issues; contact [ap@zayo.com](mailto:ap@zayo.com).

Best regards,

Accepted by:

\_\_\_\_\_  
Name & date

## EXHIBIT D

### **MONITORING AND MAINTENANCE SPECIFICATIONS AND PROCEDURES**

#### **1. GENERAL**

This Exhibit describes the policies and procedures that will be utilized to monitor and maintain the ZAYO System. ZAYO shall ensure that the System is maintained according to the Monitoring and Maintenance Specifications and Procedures specified herein, through application of commercially reasonable and accepted industry standards, and in accordance with manufacturers' specifications. The purpose and result of monitoring and maintenance shall be to assure (in the case of routine maintenance), or restore (in the case of non-routine maintenance) the functionality of the ZAYO System. ZAYO reserves the right to modify procedures as appropriate to ensure that performance specifications are achieved.

#### **2. ADMINISTRATION**

ZAYO shall maintain a comprehensive database ("Database") of all relevant information associated with the ZAYO System to ensure prompt identification and appropriate response to routine and corrective maintenance situations. The Database shall identify and document the ZAYO System and all facilities installed in ZAYO System, including but not limited to: County's fiber optic cable type, number and color coding of fiber strands, origin and destination of each fiber strand, identification of in-use cables, technical requirements and specifications.

#### **3. ZAYO RESOURCES**

ZAYO will perform cable and conduit maintenance and repair around the clock, on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). ZAYO shall be available during normal business hours (7:00 a.m. to 5:00 p.m.) and during off-hours (before 7:00 a.m., after 5:00 p.m., weekends and holidays).

ZAYO shall establish a ZAYO System Maintenance Center and assign a dedicated maintenance manager to oversee and coordinate day-to-day maintenance activities. The Maintenance Center shall be equipped to receive ZAYO System alarms twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year. The maintenance manager shall be responsible for ensuring that preventative, corrective, and emergency maintenance activities are carried out in a timely fashion and that maintenance activities are coordinated with County and any of County's users.

ZAYO shall provide qualified personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of maintenance procedures. Specifically, ZAYO shall retain and maintain all appropriate equipment necessary for routine and preventative maintenance as well as corrective maintenance and emergency restoration. ZAYO shall have an Optical Time Domain Reflectometer (OTDR) and

fusion splicing equipment with valid and current certification, and all other equipment shall be in proper working order with current calibration at all times.

#### 4. ROUTINE MAINTENANCE

ZAYO shall perform routine and preventative maintenance of the system, including the following:

- ZAYO shall patrol the ZAYO System Route on a regularly scheduled basis. During these patrols, ZAYO will ensure that "Call-Before-You-Dig" (CBYD) right-of-way marker signs are in place and undamaged. Damaged and/or missing signs will be replaced.
- ZAYO shall establish membership in the Gopher State One Call Program, and perform all cable and conduit locate activities required to protect the ZAYO System.
- ZAYO shall use reasonable efforts to have a ZAYO representative attend the annual utility conference, provided that County provides adequate prior notice.

#### 5. NON-ROUTINE MAINTENANCE

All maintenance other than Routine Maintenance as described in Section 4 above shall be deemed to be Non-Routine Maintenance. ZAYO shall provide telephone number(s) to the County for the purpose of reporting Service Affecting Conditions to ZAYO. When reporting a Service Affecting Condition, the County shall provide the following information to ZAYO:

- Type/nature of problem
- Location of the problem
- Any other pertinent information that may help in identifying and resolving the problem in an expedient manner and to ensure the appropriate response is initiated.

When ZAYO identifies or is notified of a problem via System alarm, County, or Facility Owner notification, ZAYO will initiate repair/response activities as appropriate and necessary for the type of problem being reported.

ZAYO shall have its first maintenance representative on site within two (2) hours after the time ZAYO becomes aware of a Service Affecting Condition (whether same occurs within normal business hours or after-hours, weekend or holiday), unless delayed by circumstances beyond its reasonable control. ZAYO will provide effective follow-up information to County on the maintenance action until the issue has been resolved. In the event that ZAYO dispatches personnel for a fiber outage or other problem caused by County's Equipment or personnel, ZAYO will invoice and County agrees to pay ZAYO charges for time and travel associated with such dispatch. Payment will be made together

with the current monthly invoice.

#### 6. FIBER OPTIC CABLE REPAIR AND RESTORATION

When undertaking repairs of major fiber optic cable failures, ZAYO shall work to restore all traffic as quickly as possible. Immediately upon arriving on the site of the cut, ZAYO will determine the course of action to be taken to restore the cable and/or conduit and begin restoration efforts. ZAYO shall use reasonable efforts to effect repairs of major failures within six (6) hours after the maintenance representative arrives at the site of the problem. Such repairs may be temporary.

Within one (1) business day after completing any temporary repair or restoration, ZAYO shall commence planning permanent repair. ZAYO shall notify County of its permanent repair plans and implement such repairs within an appropriate time thereafter. ZAYO shall strive to repair "in-use" fibers first and repair those fibers not currently in-use during permanent restoration activities. ZAYO shall perform permanent repair and restoration of the ZAYO System.

Should a cable failure affect multiple Countys, it is understood that the restoration sequence will occur in a logical order and will not disfavor any Person, and that in-use fibers will be restored prior to inactive fibers. County is responsible for notifying ZAYO which fibers are in-use and which are not in-use. This information should be contained in the Conduit System Database, with updates provided by County as necessary.

#### 7. COOPERATION

Both ZAYO and County shall cooperate fully to resolve failures of and/or impairments to the ZAYO System in an expedient and efficient manner. Such cooperation shall include, but not be limited to, notification of the other Party after becoming aware of the need for either scheduled or unscheduled maintenance activities that may affect County's ability to provide service over the ZAYO System and sharing of information relevant to the operation, maintenance and repair of the ZAYO System. ZAYO shall notify County ten (10) days prior to any scheduled Maintenance activity that may affect County's ability to provide service over the ZAYO System. County shall notify ZAYO as soon as reasonably possible of any request for scheduled Maintenance it may have. In the event that a scheduled Maintenance activity is canceled or delayed, the scheduling Party shall inform the other Party so that the Maintenance activity may be rescheduled. ZAYO shall notify County as soon as reasonably possible after becoming aware of the need to perform unscheduled Maintenance that may affect County's ability to provide service over the ZAYO System.

#### 8. OTHER

Unless expressly provided elsewhere in this document, ZAYO shall not be responsible for maintenance and/or repair of Countys' electronic, optronic, and other equipment utilized in conjunction with operation of its individual system.

## EXHIBIT E

### **METROPOLITAN (LOCAL LOOP) NETWORK FIBER ACCEPTANCE TESTING PROCEDURES AND STANDARDS**

The intent of this Exhibit is to identify the fiber acceptances testing procedures and standards used within the Zayo's metropolitan networks. Deviations from these specifications may occur if Zayo acquires a portion of the Zayo System from a third party pursuant to the Agreement.

1. All splices shall be fusion spliced. Mechanical splices are only allowed during temporary restoration and will be replaced with fusion splices.
2. After end-to-end connectivity on the fibers has been completed, bi-directional OTDR span and power meter testing will be completed. Zayo shall perform tests after the fiber cable is installed and the splicing enclosures have been completed and are in their final resting configuration with the cable vault or hand hole covers closed. This ensures that no micro or macro bending problems with the cable or fiber strands will contribute to the loss/attenuation measurements.
3. Power meter tests shall be completed to verify and insure that no fibers have been crossed at any of the splice points within the network. Zayo shall test and record power level readings on all fiber strands in both directions of transmission (bi-directionally) using the 1310 & 1550 nm wavelengths.
4. All OTDR and power meter tests shall be completed as follows:
  - a. All OTDR traces shall be taken from both ends of a section (between adjacent locations) and recorded using the 1310 nm & 1550 nm wavelength. Loss/attenuation measurements for each splice point from both directions shall be taken and recorded.
  - b. The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:
    - (1) At 1310 nm:  $(0.35 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.50) + (0.15 \times \text{number of splices})$ .
    - (2) At 1550 nm:  $(0.25 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.50) + (0.15 \times \text{number of splices})$ .
  - c. Zayo's loss/attenuation objective for each fiber optic splice is 0.15 dB when measured in one direction with an OTDR test set (excluding connector loss, which is typically 0.50 dB per mated connector pair). If after three attempts this parameter is not met, the splice will be marked as Out-Of-Spec (OOS) and the splice will remain provided the average loss/attenuation value of all splices on an individual fiber basis shall not exceed 0.15 dB for the entire ring or subsystem.
  - d. For bi-directional OTDR testing, the distance from Location "A" and Location "Z" shall be recorded for each splice point. The loss/attenuation at each splice point shall be recorded at both wavelengths (1310 nm & 1550 nm) in each

direction. Zayo shall then average the two readings to obtain the final average splice loss/attenuation for each splice point of each fiber strand within the fiber optic cable.

- e. Each fiber strand color must be recorded along with its buffer tube color or the ribbon color. The laser source transmit power level using the 1310 & 1550 nm wavelengths will always be recorded together with the receive power level reading at the receiving end of the test.
5. OTDR traces will be taken and splice loss measurements recorded. Zayo will store OTDR traces on electronic media. Loss measurements will be recorded using an industry-accepted laser source and a power meter. Copies of all data sheets and tables as well as electronic files with all traces will be available to Lessee.
6. Following emergency restoral, Zayo personnel shall perform span test documenting end-to-end attenuation measurement of each fiber at 1310 & 1550 nm wavelengths. Upon permanent repair, new splice loss readings should be no greater than the original splice loss specifications.

**Attachment I  
Identification of Underlying Rights  
For Co-location sites**

**1. Entity:** City of Ramsey

**Co-Location Site #1:** 101 – Ramsey City Hall\_\_\_\_\_

**Type of Underlying Right given:** Temporary Easement\_

**Co-Location Site #2:** 136 – VA Clinic\_\_\_\_\_

**Type of Underlying Right given:** Temporary Easement\_

**Co-Location Site #3:** 132 – Ramsey Public Works\_\_\_\_\_

**Type of Underlying Right given:** Temporary Easement\_

**Co-Location Site #4:** 133 – Ramsey Fire Station 1\_\_\_\_\_

**Type of Underlying Right given:** Temporary Easement\_

**Co-Location Site #5:** 134 – Ramsey Fire Station 2\_\_\_\_\_

**Type of Underlying Right given:** Temporary Easement\_

**Co-Location Site #6:** 135 – Elmcrest Park\_\_\_\_\_

**Type of Underlying Right given:** Temporary Easement\_

**Co-Location Site #7:** \_\_\_\_\_

**Type of Underlying Right given:** \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bearence Management Group Post Office Box 64016 Saint Paul MN 55164		<b>CONTACT NAME:</b> Tracy Haile, CISR <b>PHONE (A/C, No, Ext):</b> (651) 379-7800 <b>FAX (A/C, No):</b> (651) 379-7801 <b>E-MAIL ADDRESS:</b> thaile@bearence.com <b>PRODUCER CUSTOMER ID#:</b> 00000384	
<b>INSURED</b> City of Ramsey 7550 Sunwood Drive Ramsey MN 55303		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: League of Minnesota Cities INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 2012-2013 ALL**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CMC 33697	1/1/2012	1/1/2013	EACH OCCURRENCE \$ 1,500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GENL AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ Excluded
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ Included
A	AUTOMOBILE LIABILITY			CMC 33697	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
	UMBRELLA LIAB						BODILY INJURY (Per accident) \$
	EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$
	DEDUCTIBLE						Uninsured motorist combined \$
	RETENTION \$						Underinsured motorist \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0200031129	1/1/2012	1/1/2013	EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				AGGREGATE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$
							\$
							WC STATUTORY LIMITS    OTHER
							E.L. EACH ACCIDENT \$ 1,500,000
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$ 1,500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 RE: Connect Anoka County Project.  
 Deductible - \$10,000/\$20,000/\$1,000.

<b>CERTIFICATE HOLDER</b> County of Anoka 2100 3rd Avenue Anoka, MN 55303	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T Haile, CISR/HAILE <i>Tracy Haile</i>
--	--

## COMMENTS/REMARKS

DESCRIPTION

DATE

The County of Anoka, its affiliates and their officers, directors and employees are included as additional insureds with regard to the above project.

STATUS

DATE

DESCRIPTION

DATE

DESCRIPTION

DATE

DESCRIPTION

DATE

DESCRIPTION

DATE

DESCRIPTION

DATE

DESCRIPTION

DATE

DESCRIPTION

OFREMARK

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10/2000