

Contract # C0035610

**FIBER OPTIC INDEFEASIBLE RIGHT TO USE  
AGREEMENT BY AND BETWEEN  
COUNTY OF DAKOTA AS GRANTOR AND GRANTEE  
AND  
CITY OF EAGAN AS GRANTOR AND GRANTEE**

## **FIBER OPTIC INDEFEASIBLE RIGHT TO USE AGREEMENT**

This Agreement for the indefeasible right to use (or “IRU”) together with Attachments A, B and C (collectively the “Agreement” or the “IRU Agreement”) is made by and between County of Dakota, a Minnesota County governmental unit, acting by and through its Board of Commissioners ( “IRU Grantor” or “County”) and City of Eagan, a Minnesota municipal corporation (“IRU Grantee” or “City”), and. The IRU Grantor and IRU Grantee may be referred to herein individually as a Party” or collectively as the “Parties.”

### **BACKGROUND**

The City has constructed a fiber optic communications system throughout the city of Eagan’s central business districts, which includes unused strands of fiber optic cable. The County is developing a broadband fiber optic network within Dakota County to facilitate electronic communications between government owned facilities and infrastructure. To further the development of the fiber optic network, the County requires use of the City’s fiber optic cable to connect the Range Valley Acres Gun range and the Cedar Ave Trailhead. The City requires the use of fiber into the Gun Range and the use of fiber between the City’s City Hall and Northern Service Center.

#### **A. Segment 1 – Eagan HH27 to Fire Station 2:**

Provides connectivity for the Range Valley Acres Gun Range to Fire Station 2 connecting to the County’s fiber network.

This segment consists of 2 dark strands of fiber from Hand Hole 27 (HH27) (SW corner of Yankee Doodle Rd & Terminal Dr) to Eagan Fire Station 2 (1001 Station Tr). The City will own and maintain the fiber in Segment 1 and grant an IRU of 2 strands of fiber to the County.

#### **B. Segment 2 – Eagan HH58 to Fire Station 2:**

Provides connectivity for the Cedar Ave Trailhead to Fire Station 2 connecting to the county’s fiber network.

This segment consists of 2 dark strands of fiber from Hand Hole 58 (HH58) (South side of Silver Bell Rd & Kennebec Dr) to Eagan Fire Station 2 (1001 Station Tr). The City will own and maintain the fiber in Segment 2 and grant an IRU of 2 strands of fibers to the County.

#### **C. Segment 3 – Eagan HH27 to RVA Site:**

Provides fiber from vault HH27 to Range Valley Acres Gun Range site building.

This segment consists of 12 dark strands of fiber from Hand Hole 27 (HH27) (SW corner of Yankee Doodle Rd & Terminal Dr) to RVA Site Building (1785 Yankee Doodle Rd). The County will own and maintain the fiber in Segment 3 and grant an IRU of 12 strands of fiber to the City.

**D. Segment 4 – Northern Service Center (NSC) to Eagan City Hall:**

Provides redundancy between Northern Service Center and Eagan City Hall.

This segment consists of 1 dark strand of fiber from Dakota County Northern Service Center (NSC) (1 Mendota Rd W, West St. Paul, MN 55118) to Eagan City Hall (3830 Pilot Knob Rd). The County will own and maintain the fiber in Segment 4. The City will have use of 1 strand of fiber within the cables. This segment is not complete, and is dependent on future County projects. When this segment is completed, County shall grant an IRU of 1 strand of fiber to the City.

**DEFINITIONS**

The following terms are used in this Agreement:

- A. “Right-of-Way” means the real property, including all fee simple, easements, access rights, rights of use and other interests, owned by or operated by a government entity, devoted to road or highway purposes.
- B. “Effective Date” is the date upon which all Parties have executed this Agreement.
- C. “Fiber” means a glass strand or strands which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- D. “Fiber Facilities” means a handhole, conduit, splice enclosures, and related equipment, but excluding any electronic or optronic equipment at termination points located in county or City facilities.
- E. “Fiber Optic Cable” or “Cable” means a collection of fibers with a protective outer covering.
- F. “IRU Assets” means either the County’s or City’s conduit, Cable, Fibers and Fiber Facilities subject to this Agreement as more specifically described in Attachment A.
- G. “IRU Cable” means a Cable containing one or more Fibers, constructed, and owned by County or City in which the other has an IRU pursuant to the terms of this Agreement.
- H. “IRU Fibers” means the specific County or City owned Fiber described in Attachment A, for which an IRU is granted to the County or City in the IRU Cable pursuant to the terms of this Agreement.
- I. “Indefeasible Right of Use” or “IRU” means an indefeasible right to use, maintain and manage the IRU Fibers and Fiber Facilities, provided, however, that granting of such IRU does not convey legal title to the IRU Fibers or Fiber Facilities.
- J. “Optical Splice Point” means a point where entity’s Cable is connected to another entity’s Cable within a splice enclosure.

- K. "Relocation" means any physical movement of fiber optic cable or conduit required due to reconstruction, modification, change in grade, expansion or relocation of a County road or highway, or a city street or other public improvement.

In consideration of their mutual promises, the Parties expressly agree as follows:

## **ARTICLE I LICENSES**

**Section 1.1** City desires an IRU in County's IRU Assets further described in Attachment A to this Agreement. In consideration of the promises by City in this Agreement, County grants an IRU to City in the IRU Assets identified in Attachment A, subject to any interests County has in the cost sharing formula with the City more fully described in Attachment B which is attached hereto and incorporated herein by reference, pursuant to IRUs or other contractual arrangements. City shall be entitled to use the IRU Assets for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement.

County desires an IRU in City's Assets further described in Attachment A to this Agreement. In consideration of the promises by County in this Agreement, City grants an IRU to County in the IRU Assets identified in Attachment A, subject to any interests City has in the cost sharing formula with the County more fully described in Attachment B which is attached hereto and incorporated herein by reference, pursuant to IRUs or other contractual arrangements. County shall be entitled to use the IRU Assets for any lawful government purposes subject to (i) agreeing to be bound by all laws, regulations, and any requirements of the access to rights of way, and (ii) otherwise complying with the terms and conditions of this Agreement.

**Section 1.2** Subject to the terms and conditions of this Agreement, County hereby grants to the City a license to access and use the IRU Assets as delineated in Attachment A for City use in accord with and during the term of this Agreement.

**Subject** to the terms and conditions of this Agreement, City hereby grants to County a license to access and use the IRU Assets as delineated in Attachment A for County use in accord with and during the term of this Agreement.

**Section 1.3** The IRU Assets are provided "as is." If any new Fiber Facilities or any fiber splices are needed to interconnect IRU Fibers to the Grantee entity's network, that entity shall be responsible for coordinating this work with the Grantor and shall pay all costs and fees associated with connecting the IRU Fibers to other fibers not owned by Grantor. The entity that owns the assets shall confer and agree upon which Party is responsible for the costs and fees associated with connecting the IRU Fibers to other fibers for Grantee's network purposes of non-parties to the agreement or shall agree upon an allocation of the costs and fees between the Parties.

**Section 1.4** Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree nothing in this Agreement shall operate to limit, interfere with, or otherwise adversely affect either Party's right to manage, control, construct, relocate, maintain, replace, and expand the portion of its fiber optic network equipment and infrastructure that is not subject to this Agreement, and is not included in the description of Fiber and Fiber Facilities in Attachment A.

**Section 1.5** Assignment. No Party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party, which shall not be unreasonably delayed or withheld. If assignment of this Agreement is approved, an assignment agreement shall be fully executed and approved by the same Parties, or their successors in office.

**ARTICLE II  
EFFECTIVE DATE AND TERM**

Grantee can use the IRU Assets commencing on the Effective Date of this Agreement to December 31<sup>st</sup>, 2052. This Agreement has an initial term of 30 years, with two separate five-year renewals which shall be effective unless the Grantor affirmatively decides not to renew and provides ninety (90) days' notice to the Grantee prior to termination or unless terminated by agreement of the Parties in writing or by one of the events in Article XI, Section 11.2 of this Agreement, whichever occurs first.

**ARTICLE III  
REPRESENTATIONS AND WARRANTIES**

**Section 5.1** Grantee's use of the IRU Assets shall comply with all applicable governmental codes, ordinances, laws, rules, regulations, and/or restrictions.

**Section 5.2** Grantor represents and warrants it has the right to grant an IRU in its IRU Assets.

**ARTICLE VI  
LIABILITY; INDEMNIFICATION**

**Section 6.1** Neither City nor the County shall be liable to the other for any indirect, special, punitive, or consequential damages arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors, and/or agents.

**Section 6.2** Grantee assumes, releases and agrees to indemnify, defend, protect and save the Grantor (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of the Grantee, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

Grantor assumes, releases and agrees to indemnify, defend, protect and save the Grantee (including its officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any person or property arising out of or resulting in any way from the acts or omissions, negligence, or willful misconduct of Grantor, its directors, officers, employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.

Notwithstanding the foregoing, such indemnity is limited to the amount of available insurance coverage and nothing herein shall be considered as a waiver of the Grantor's statutory tort limits under Minn. Stat. Chap. 466

**Section 6.3** Nothing contained herein shall operate as a limitation on the right of either Party to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation, or use of the Fiber, Cable, or IRU Fibers; provided, (i) neither Party to this Agreement shall have any claim against the other Party for indirect, incidental, special, punitive, or consequential damages (including, but not limited to, any claim from any customer for loss of services), and (ii) each Party shall assign such rights or claims, execute such documents, and do whatever else may be reasonably necessary to enable the injured Party to pursue any action against such third party.

## **ARTICLE VII FORCE MAJEURE**

The obligations of the Parties hereto are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute; accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

## **ARTICLE VIII MAINTENANCE, REPAIR, FEES RELOCATION OF CABLE**

**Section 8.1** Maintenance. Grantor shall maintain the Network or contract with a third party for maintenance, locates, breaks, and fixes. Parties agree to share such maintenance costs based on the proportion of fibers owned/licensed in both conduits in the shared segments as outlined in Attachment B. City agrees to be responsible for 100 % costs in Segments 1-2. County agrees to be responsible for 100 % costs in Segments 3-4.

**Section 8.2** Fees. Grantor will not impose, and Grantee shall not pay a fee, maintenance, or repair cost for the use of the IRU Assets during the term of this Agreement except as outlined in Attachment B.

**Section 8.3** Future Splicing. Costs for future splicing shall be the responsibility of the Party requesting the splicing. Splicing shall be performed by the third party under contract with Grantor to perform maintenance or other contracted Party as agreed.

**Section 8.4** Relocation. Grantor will be responsible for relocation of conduit. Relocation costs for the conduit and fiber in the shared conduit shall be allocated based upon the proportion of fibers owned/licensed as outlined in Attachment B. The relocation costs for Segments, 1-2 shall be the responsibility of the City. The relocation costs for Segments, 3-4 as well as for the second conduit, shall be the responsibility of the County.

## **ARTICLE IX CONFIDENTIALITY**

The Parties agree and recognize this Agreement as well as information and documents the Parties receive from one another during the term of this Agreement may be considered public data under the Minnesota Government Data Practices Act, Minn. Stat. Ch 13, as amended and all associated rules. The Parties agree to comply with the Minnesota Government Data Practices Act as it applies to all data provided by the Parties under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either Party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Party. If either Party receives a request to release data arising out of or related to the Fiber Facilities or the use, operation, or maintenance thereof, the Party receiving the request must immediately notify the other Party of the request. The Parties will promptly consult and discuss the best way to respond to the request.

## **ARTICLE X ABANDONMENT; TERMINATION; EFFECT OF TERMINATION**

**Section 10.1** Should Grantor decide to abandon all or part of the IRU Fibers during the term of this Agreement, it may do so by providing sixty (60) days' notice informing Grantee in writing of its intent to abandon. Such abandonment shall be at no cost to either Party except as set forth in this Article. If Grantor provides notice of intent to abandon, Grantee may notify Grantor prior to the expiration of the notice period of its intent to take ownership of the IRU Fibers. If Grantee provides timely notice of its intent to take ownership, the Parties will execute any agreements or documents transferring legal title of the IRU Fibers to the Grantor. Each Party to bear their own costs associated with executing any agreements or documents to transfer legal title under this Article.

**Section 10.2** This Agreement shall terminate upon written notice from either Party to the other if a default occurs that is not cured within the time allowed hereunder.

**Section 10.3** If the Agreement terminates under Article X, Section 10.2, the non-defaulting Party shall not have any liability to the defaulting Party, and the defaulting Party shall be liable for such damages to the non-defaulting Party as the non-defaulting Party may establish in a court of law, except as limited by this Agreement. Upon termination of this Agreement for any reason, the Parties agree to promptly execute any documents reasonably required to effect such termination.

## **ARTICLE XI DEFAULT**

**Section 11.1** Neither Party shall be in default under this Agreement unless and until the other Party shall have given the defaulting Party written notice of such default and the defaulting party shall have failed to cure the default within thirty (30) days after receipt of such notice; provided, that where a default cannot reasonably be cured within the thirty (30) day period, if the defaulting Party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice or until the default is cured, whichever is shorter.

**Section 11.2** Upon the failure by the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party may take any action it determines, in its

discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach.

## **ARTICLE XII NOTICES**

**Section 12.1** Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to **City**:                   City of Eagan  
  Attn: IT Department  
  3830 Pilot Knob Road  
  Eagan, MN 55122

With a copy to:               City Attorney  
  Dougherty, Molenda, Solfest, Hills & Dauer P.A.  
  14985 Glazier Avenue, Suite 525  
  Apple Valley, MN 55124

If to County:                   Dakota County Board  
  Attn: County Manager  
  1560 Highway 55  
  Hastings, MN 55033

With a copy to:               Dakota County Attorney  
  Dakota County Judicial Center  
  1560 Highway 55  
  Hastings, MN 55033

**Section 12.2** Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgment of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt.

## **ARTICLE XIII LIMITATION ON PROPERTY INTEREST**

This Agreement does not grant the Grantor any property interest, or estate in, or lien upon Grantee's property, Optical Fiber Network, or any components thereof, or any intellectual property, except for use of the IRU Assets during the term of this Agreement. All liens, claims, and charges of Grantee shall not attach to any interest of Grantor or in any property owned by Grantor.

This Agreement does not grant Grantee any property interest, or estate, in or lien upon Grantor's property, its Optical Fiber Network or any components thereof, or any intellectual property. All liens, claims, and charges of Grantor shall not attach to any interest of Grantee or in any property owned by Grantee.

**ARTICLE XIV  
GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The Parties agree any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

**ARTICLE XV  
INDEPENDENT CONTRACTOR**

The performance by the County and City of all duties and obligations under this Agreement shall be as independent local government unit and independent commercial operator and not as agents of the other Party, and no person employed or utilized by a Party shall be considered the employee or agent of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization. The Parties agree this Agreement does not create a partnership between, or a joint venture of, the County and City.

**ARTICLE XVI  
MISCELLANEOUS**

**Section 16.1** The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions, or conditions of this IRU Agreement.

**Section 16.2** When interpreting this Agreement, words used in the singular shall include the plural and the plural, the singular, and “of” is used in the inclusive sense, in all cases where such meanings would be appropriate.

**Section 16.3** If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, then the Parties hereby waive such provision to the extent that it is found to be invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such provision, to the extent allowable by law and the preceding sentence, shall not be voided or canceled, but instead will be modified by such court so that it becomes enforceable with all of the other terms of this Agreement continuing in full force and effect.

**Section 16.4** This Agreement may be amended only by a written instrument executed by all Parties.

**Section 16.5** No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

**Section 16.6** All actions, activities, consents, approvals, and other undertakings of the Parties in this IRU Agreement shall be performed in a reasonable and timely manner.

**Section 16.7** Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

**Section 16.8** This Agreement is solely for the benefit of the Parties hereto and their permitted successors and assigns.

**ARTICLE XVII  
ENTIRE AGREEMENT**

This Agreement and any Attachments referenced and attached, or to be attached through any amendment constitutes the entire agreement between the Parties and supersede all prior negotiations, understandings, and agreements, whether oral or written.

**IRU GRANTEE:  
CITY OF EAGAN**

**IRU GRANTOR:  
DAKOTA COUNTY BOARD**

By: \_\_\_\_\_  
Mike Maguire  
Its: Mayor

By: \_\_\_\_\_  
Its: Board Chair

By: \_\_\_\_\_  
Elizabeth VanHoose  
Its: City Clerk

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

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

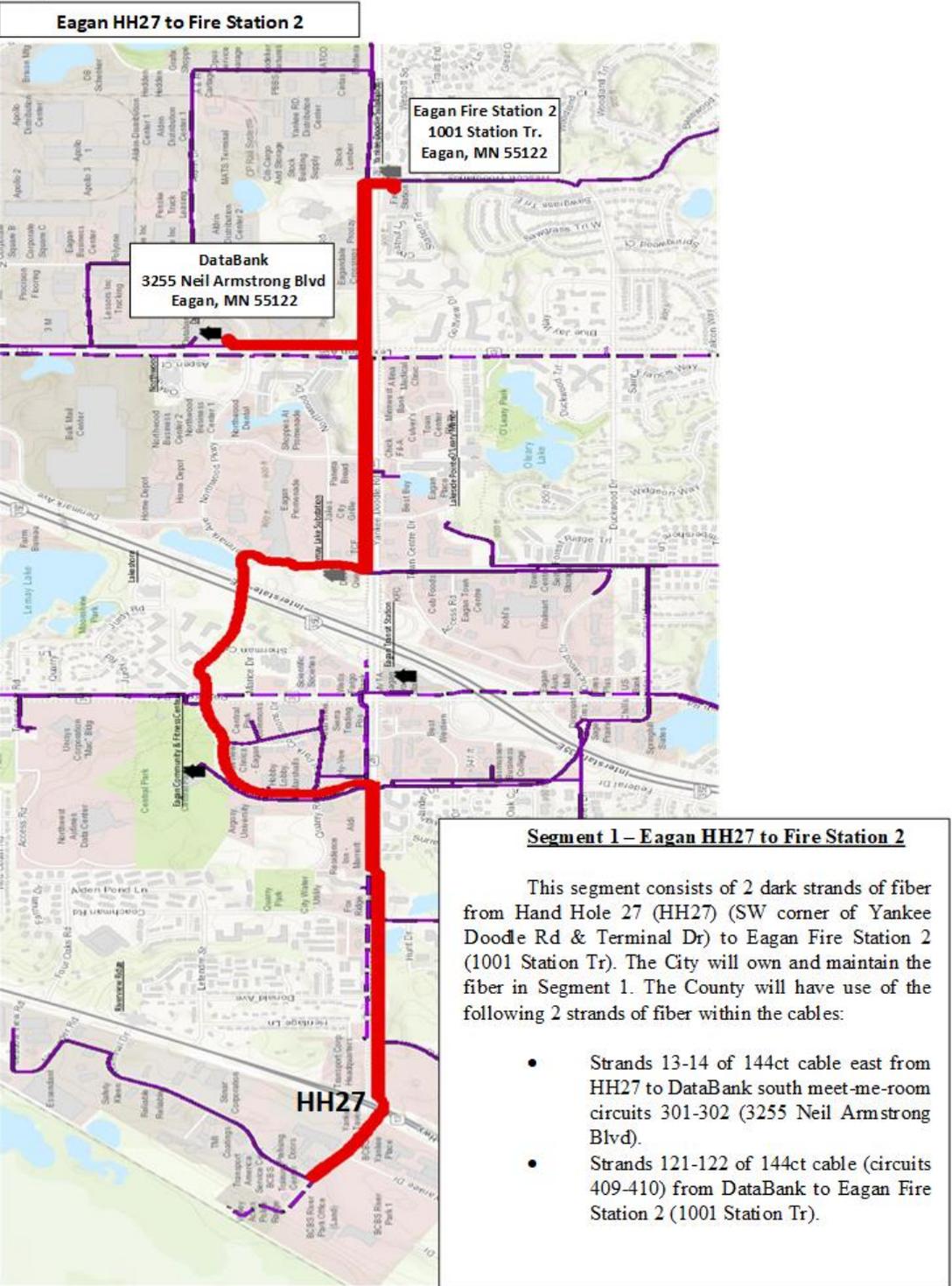
Approved as to Form

/s/ Jennifer L. Wolf                      8/26/22  
Assistant County Attorney                      Date  
KS-22-368

# ATTACHMENT A - FIBER SEGMENTS

Attached is a draft of IRU exhibits for the proposed trades.

## Segment 1



## Segment 2

Cedar Ave Trailhead to Fire Station 2

DataBank  
3255 Neil Armstrong Blvd  
Eagan, MN 55122

Eagan Fire Station 2  
1001 Station Tr.  
Eagan, MN 55122

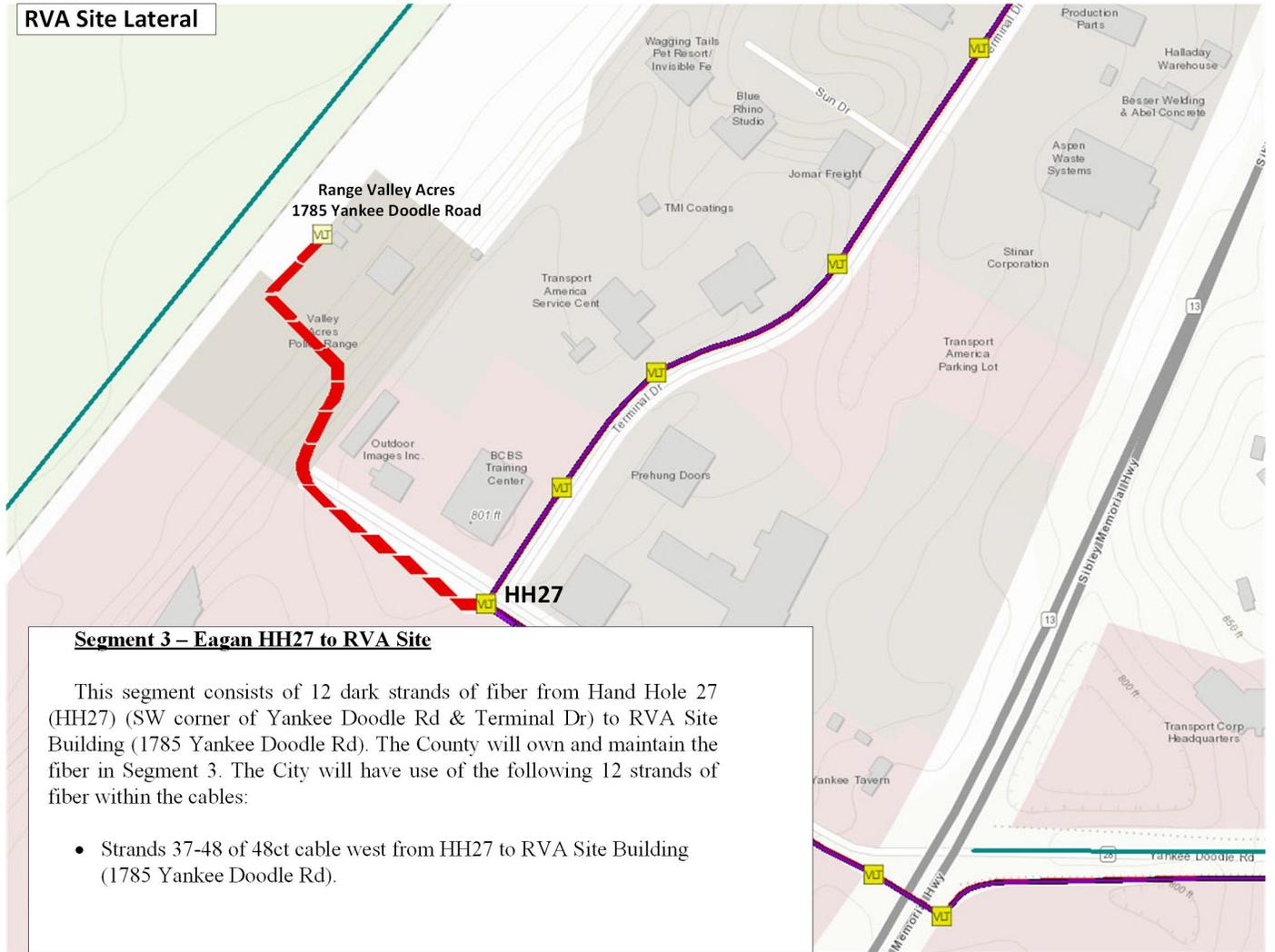


### Segment 2 – Eagan HH58 to Fire Station 2

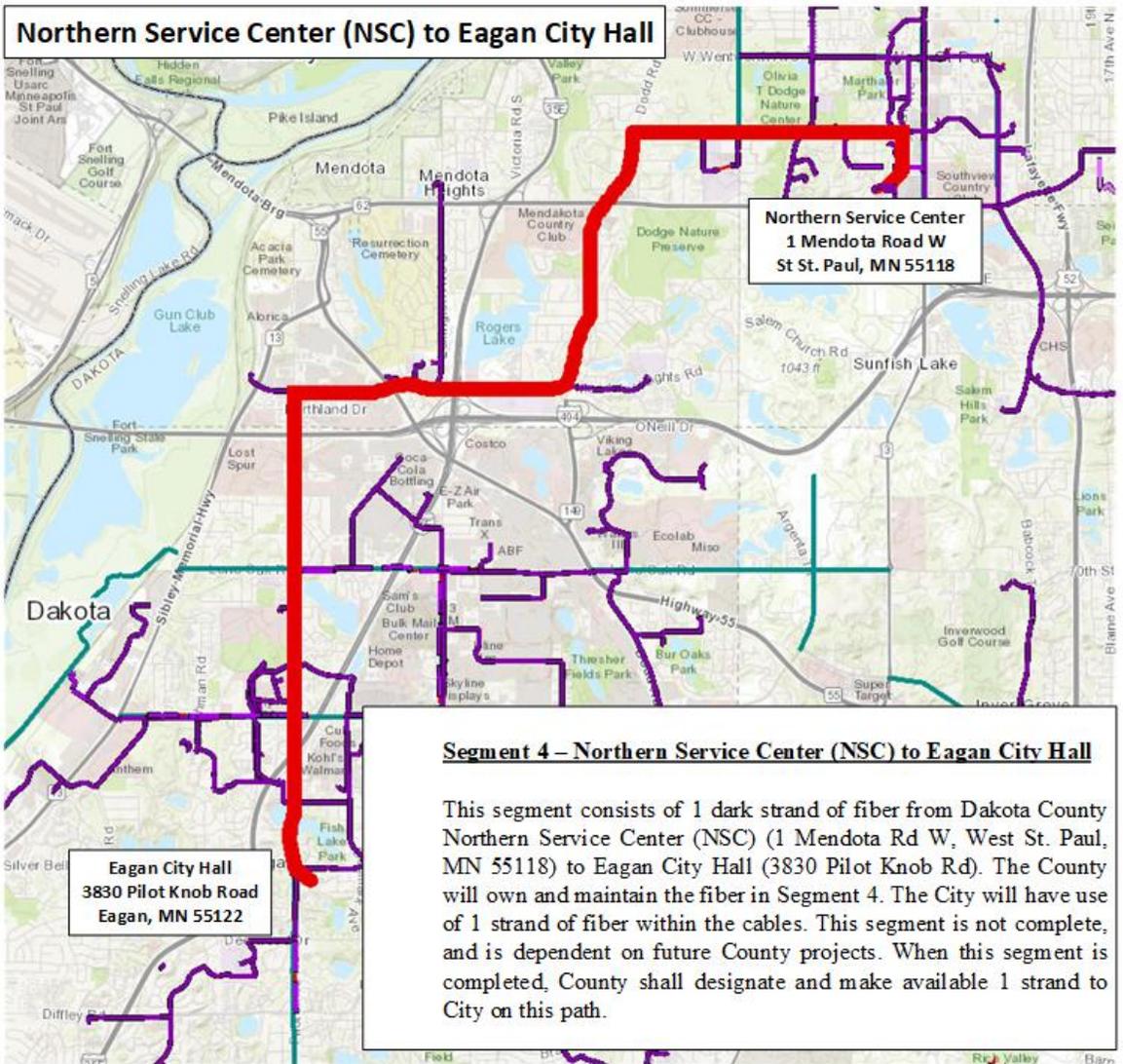
This segment consists of 2 dark strands of fiber from Hand Hole 58 (HH58) (south side of Silver Bell Rd & Kennebec Dr) to Eagan Fire Station 2 (1001 Station Tr). The City will own and maintain the fiber in Segment 2. The County will have use of the following 2 strands of fiber within the cables:

- Strands 65-66 of 144ct cable east from HH27 to DataBank south meet-me-room circuits 425-426 (3255 Neil Armstrong Blvd).
- Strands 123-124 of 144ct cable (circuits 411-412) from DataBank to Eagan Fire Station 2 (1001 Station Tr).

## Segment 3



# Segment 4



## City of Eagan / Dakota County IRU Notes

### County Gets:

- \* 30 year IRU for 2 strands from AccessEagan HH #27 (SW corner of Yankee Doodle Rd & Terminal Dr) to Eagan Fire Station 2 (1001 Station Tr).
- \* 30 year IRU for 2 strands from AccessEagan HH #58 (South side of Silver Bell Rd & Kennebec Dr) to Eagan Fire Station 2 (1001 Station Tr).

### City Gets:

- \* 30 year IRU for 12 strands from AccessEagan HH #27 (SW corner of Yankee Doodle Rd & Terminal Dr) to RVA Range Site (1785 Yankee Doodle Rd).
- \* 30 Year IRU for 1 strand from Eagan City Hall (3830 Pilot Knob Rd) to Dakota County Northern Service Center (1 Mendota Rd W, West St. Paul, MN 55118). This route is not complete yet.

### Notes:

- \* County will need to make the following splices:
  - At Eagan SP2 (NE corner of Yankee Doodle Rd & Lexington Ave), splice 121-132 of cable 2 heading north (these should be dead strands in the case) to 61-72 of 144ct East.
  - At Eagan SP14 (near Fire Station 2, 1001 Station Tr), splice 61-72 of 144ct west (currently continuous, will need to cut) to 61-72 South towards Fire Station.
- \* Strands will need to be patched at DataBank.
- \* IRU should allow for strand routing to be changed in the future if both Parties agree.

**ATTACHMENT B  
COST ALLOCATION AND PAYMENT LOGISTICS**

**EXHIBIT B  
Description of Fiber Details, Ownership, and Use**

**Segment 1 – Eagan HH27 to Fire Station 2**

This segment consists of 2 dark strands of fiber from Hand Hole 27 (HH27) (SW corner of Yankee Doodle Rd & Terminal Dr) to Eagan Fire Station 2 (1001 Station Tr). The City will own and maintain the fiber in Segment 1. The County will have use of the following 2 strands of fiber within the cables:

- Strands 13-14 of 144ct cable East from HH27 to DataBank South meet-me-room circuits 301-302 (3255 Neil Armstrong Blvd).
- Strands 121-122 of 144ct cable (circuits 409-410) from DataBank to Eagan Fire Station 2 (1001 Station Tr).

**Segment 2 – Eagan HH58 to Fire Station 2**

This segment consists of 2 dark strands of fiber from Hand Hole 58 (HH58) (South side of Silver Bell Rd & Kennebec Dr) to Eagan Fire Station 2 (1001 Station Tr). The City will own and maintain the fiber in Segment 2. The County will have use of the following 2 strands of fiber within the cables:

- Strands 65-66 of 144ct cable East from HH27 to DataBank South meet-me-room circuits 425-426 (3255 Neil Armstrong Blvd).
- Strands 123-124 of 144ct cable (circuits 411-412) from DataBank to Eagan Fire Station 2 (1001 Station Tr).

**Segment 3 – Eagan HH58 to RVA Site**

This segment consists of 12 dark strands of fiber from Hand Hole 27 (HH27) (SW corner of Yankee Doodle Rd & Terminal Dr) to RVA Site Building (1785 Yankee Doodle Rd). The County will own and maintain the fiber in Segment 3. The City will have use of the following 12 strands of fiber within the cables:

- Strands 37-48 of 48ct cable west from HH27 to RVA Site Building (1785 Yankee Doodle Rd).

#### **Segment 4 – Northern Service Center (NSC) to Eagan City Hall**

- This segment consists of 1 dark strand of fiber from Dakota County Northern Service Center (NSC) (1 Mendota Rd W, West St. Paul, MN 55118) to Eagan City Hall (3830 Pilot Knob Rd). The County will own and maintain the fiber in Segment 4. The City will have use of 1 strand of fiber within the cables. This segment is not complete, and is dependent on future County projects. When this segment is completed, County shall designate and make available 1 strand to City on this path.

## **ATTACHMENT C – MAINTENANCE AND LOCATES**

- A. For maintenance Segments 1-4 in Attachment A, maintenance and other costs shall be allocated as follows:
1. For Segments 1 -2 the City shall be responsible for all the maintenance and locate costs.
  2. For Segments 3-4 the County shall be responsible for all the maintenance and locate costs.