

## METRONET FIBER OPTIC NETWORK INSTALLATION AGREEMENT

Metro Fibernet, LLC (“MetroNet”) constructs and operates fiber-to-the-premises networks (each an “FTTP Network”) for purposes of providing state-of-the-art all fiber voice, video and Internet services. MetroNet has successfully deployed FTTP Networks in 90 communities in 8 states. MetroNet wishes to deploy an FTTP Network throughout the City of Ankeny (“City”) for the purposes of providing fiber based communications services to residents and businesses (“Project”). MetroNet is willing to invest its capital to complete the Project subject to receiving certain assurances from the City regarding the procedures that will govern the Project. The City is willing to provide MetroNet with such assurances in accordance with the City Municipal Code and as more particularly set forth in this agreement (“Agreement”). MetroNet and the City are sometime referred to herein collectively as the “Parties”, each individually a “Party”.

### I. MetroNet Project Commitments

- A. FTTP Network. MetroNet will construct an FTTP Network capable of providing voice, video and Internet fiber services to residents and businesses in the City. The FTTP Network will be solely funded by MetroNet.
- B. Residential Services. MetroNet will initially provide the following voice, video and Internet services to residential consumers in the City:
  - (1) Fiber IPTV. A video service offering with up to 240 channels (128 HD channels), an incredibly clear picture and fast channel changing capability all provided over a cutting edge interactive IPTV platform. The IPTV platform also supports 4K (4,000 pixels per second) next generation television.
  - (2) Fiber Phone. A reliable fiber phone service with up to 17 custom calling features, long distance service and a low price point.
  - (3) Fiber Internet. Incredibly fast symmetrical Internet speeds up to 1/1 Gbps.
  - (4) Wireless Home Networking. The ability to connect to multiple devices wirelessly to MetroNet’s Internet service and the ability to utilize wireless video set top boxes.

- C. Business Services. MetroNet will provide the following voice, video and Internet services to businesses in the City:
- (1) Hosted PBX. A service that allows a customer 4 digit dialing connectivity, numerous customer calling features and the capability to easily upsize or downsize users.
  - (2) Fiber Internet. Incredibly fast symmetrical Internet speeds of 1/1 Gbps and beyond.
  - (3) Fiber IPTV. A video service offering with up to 240 channels (128 HD channels), an incredibly clear picture and fast channel changing capability all provided over a cutting edge interactive IPTV platform. The IPTV platform supports 4K (4,000 pixels per second) next generation television.
- D. Initial Coverage Area. MetroNet will initially construct an FTTP network capable of serving no less than ninety percent (90%) of those portions of the City that are not privately owned or have access to existing FTTP services from another provider. The initial buildout shall be complete before November 30, 2022.
- E. Franchise. MetroNet acknowledges that it has a Certificate of Franchise Authority from the Iowa Utilities Board, which MetroNet will amend to include service within the City, and MetroNet agrees to comply with the requirements set forth therein. As a franchised utility company, MetroNet is exempt from the requirements set forth in Chapter 122 of the City's Municipal Code except for those sections of Chapter 122 referenced later in this agreement.

## II. City Project Commitments.

- A. Construction Permit Format. The Parties agree that Exhibit A shows the information that MetroNet will submit to obtain a construction permit from the City. The information will also include the existing city infrastructure utilizing GIS shape files as provided by the City. Each permit application will cover a geographic area containing up to 1,000 homes and/or businesses.
- B. Construction Permit Scheduling: The City agrees to use all resources and make every effort to process MetroNet construction permit applications as soon as possible, generally within 30-60 days of submittal. Each permit application may cover a geographic area containing up to 1,000 homes and/or businesses.
- C. Permit Bonds: MetroNet will post an initial performance bond for the project in the amount of \$10,000. This bond shall be renewed annually by submittal of a letter of continuance.

- D. Permit Fees: The total fee for each MetroNet permit will be calculated based upon a standard \$40 Right-of-Way Permit Fee (per Code Section 151) applied to a cable installation length of 1,000 feet (approximately 3 city blocks). Each permit fee will equal the number of 1,000-foot segments times \$40.00.
- (1) Permit Fee Rebate: If MetroNet meets the 90% coverage area as stipulated in Section I(D) of this agreement on or before November 30, 2022; the City will rebate 50% of the permit fees that MetroNet has paid to the City under Section II(D) above.
- (2) Additional Construction: After completion of the Initial Buildout project, additional installations or system expansion work by MetroNet will be subject to permit fees in accordance with Code Section 151. Other than as set forth in this agreement, MetroNet will not be required to pay fees or obtain permits from the City to install aerial and underground facilities in the City.
- E. Construction Procedures. The parties agree to adhere to the construction procedures set forth in Exhibit B during construction of the FTTP Network.
- F. Solicitation. MetroNet will be allowed to conduct door-to-door consultative sales in the City. All such sales shall be conducted in accordance with applicable laws and Municipal Code Section 132.
- G. No Joint Venture. This Agreement is not intended to create, nor will it be construed to create, any partnership, joint venture, or employment relationship between the City and MetroNet, and neither Party will be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, unless expressly assumed in writing.
- H. Entire Agreement Amendments. This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or in writing. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.
- I. Applicable Law. This Agreement will be governed by all the laws of the State of Iowa without regard to the choice of law provisions thereof.
- J. Venue. The Parties consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Polk County, Iowa for purposes of adjudicating any matter arising out of or relating to this Agreement.
- K. No Third Party Beneficiaries. No rights or privileges of either Party hereto shall inure to the benefit of any other person or entity, and no such other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Accepted and agreed to as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**MetroNet**

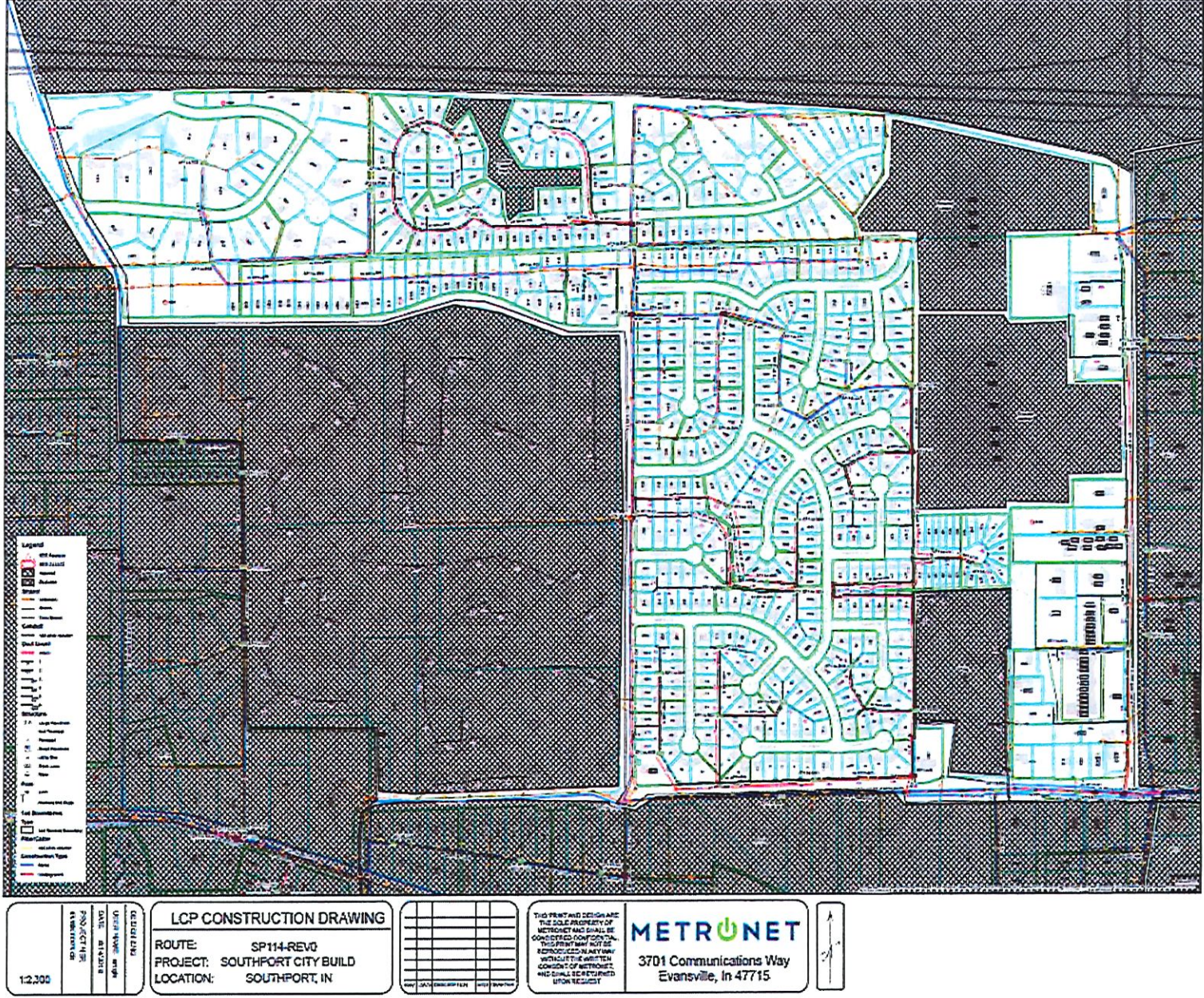
By: \_\_\_\_\_  
Name: John Greenbank  
Title: EVP of Construction

**City of Ankeny, Iowa**

By: \_\_\_\_\_  
Name: Gary Lorenz  
Title: Mayor

EXHIBIT A  
Construction Permit Information

Sample Construction Drawings



12.300	DATE PLOTTED: 12/12/2014	SCALE: 1/8" = 1'-0"	PROJECT: SOUTHFORT CITY BUILD
	DESIGNER: [REDACTED]	DRAWN: [REDACTED]	LOCATION: SOUTHFORT, IN
	CHECKED: [REDACTED]	DATE: [REDACTED]	

**LCP CONSTRUCTION DRAWING**  
 ROUTE: SP114-REV0  
 PROJECT: SOUTHFORT CITY BUILD  
 LOCATION: SOUTHFORT, IN

NO.	DATE	DESCRIPTION	BY





























THIS PRINT AND DESIGN ARE THE SOLE PROPERTY OF METRONET AND SHALL BE CONSIDERED VOID FOR ALL PURPOSES IF NOT REPRODUCED EXACTLY AS SHOWN WITHOUT THE WRITTEN APPROVAL OF METRONET. METRONET SHALL BE NOTIFIED UPON REQUEST.

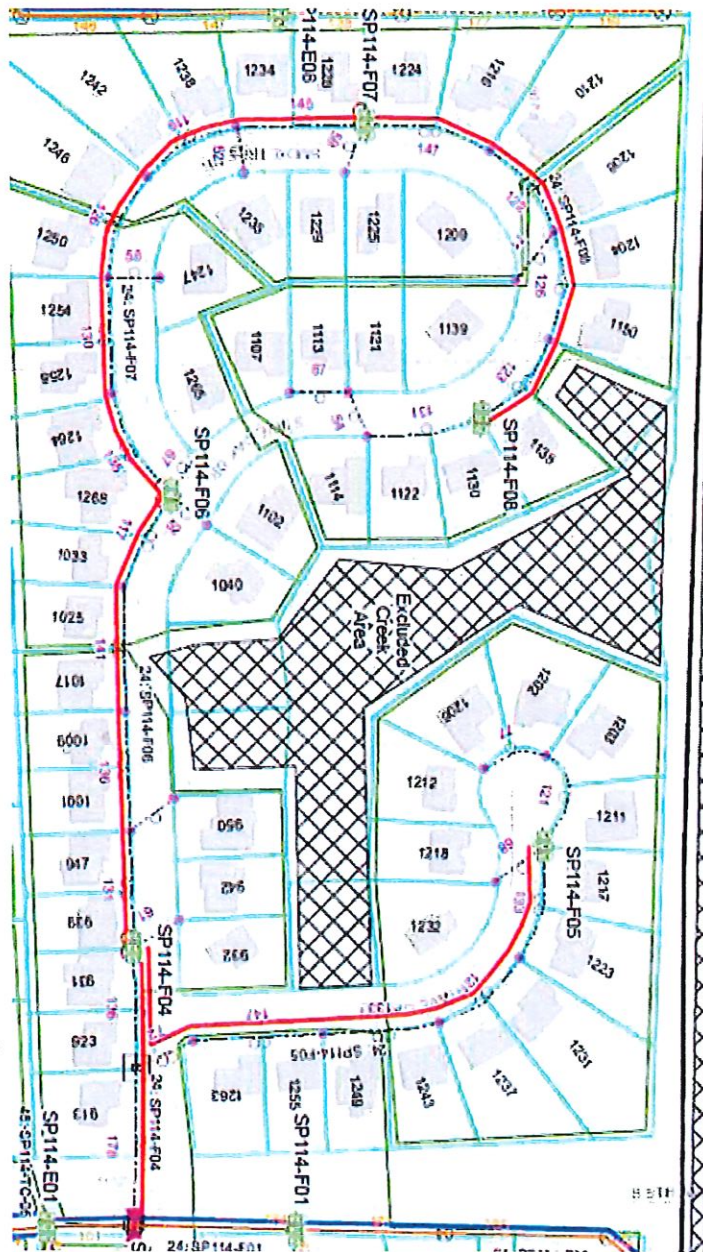
**METRONET**  
 3701 Communications Way  
 Evansville, In 47715



# Example Front Easement





























## Legend

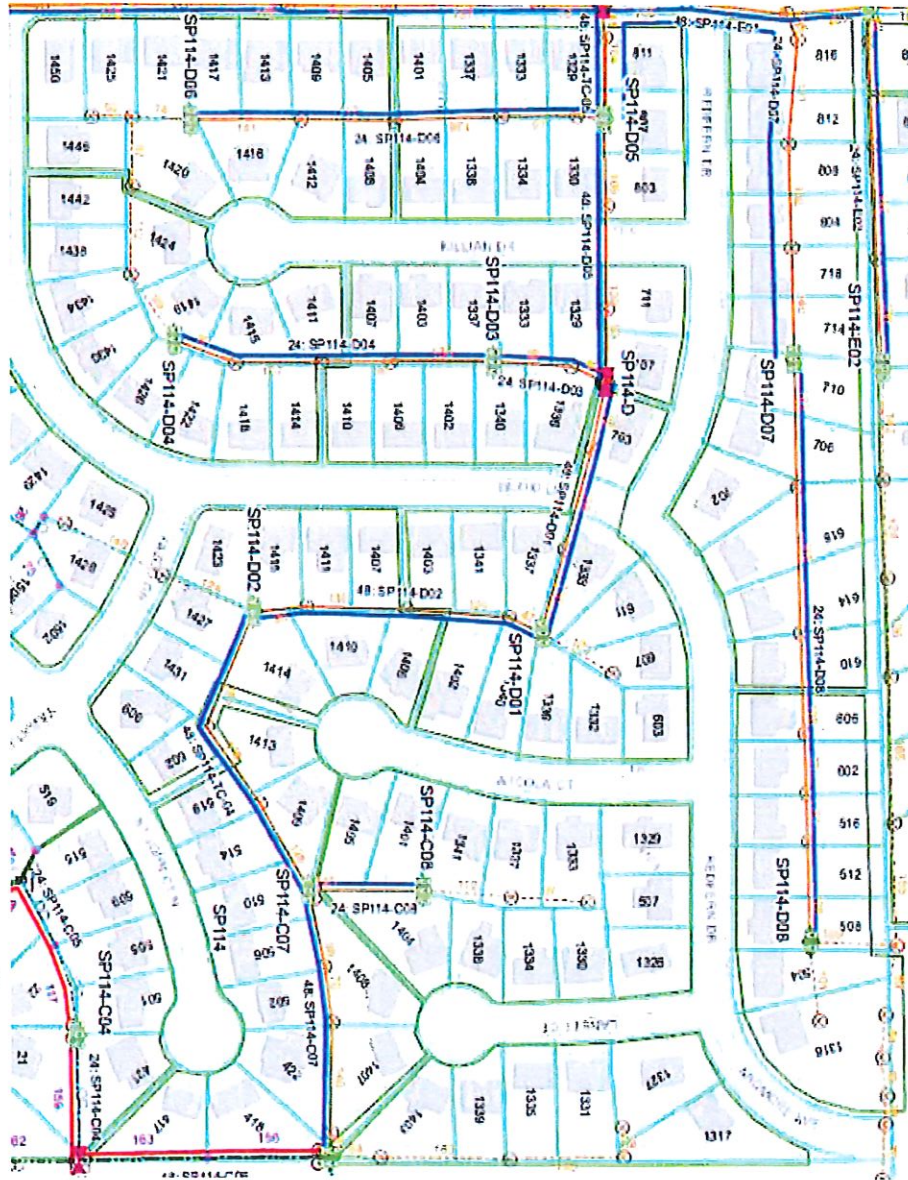
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-  Unknown
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- Conduit**
-  <all other values>
- Duct Count**
-  <Null>
-  1
-  2
-  3
-  4
-  5
-  6
- Structure**
-  Large Handhole
-  Null Pedestal
-  Pedestal
-  Small Handhole
-  Utility Box
-  Slack Loop
-  Riser
- Pole**
-  Joint
-  Anchors and Guys
- 1x4 Boundaries**
- Type**
-  1x4 Terminal Boundary
- FiberCable**
-  <all other values>
- Construction Type**
-  Aerial
-  Underground



# Example Aerial





























## Legend

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-  SDE.CLOUD
-  Hatched
-  Excluded
- Strand**
-  Unknown
-  Strand
-  Drop Strand
- Conduit**
-  <all other values>
- Duct Count**
-  <Null>
-  1
-  2
-  3
-  4
-  5
-  6
- Structure**
-  Large Handhole
-  Null Pedestal
-  Pedestal
-  Small Handhole
-  Utility Box
-  Slack Loop
-  Riser
- Pole**
-  Joint
-  Anchors and Guys
- 1x4 Boundaries**
- Type**
-  1x4 Terminal Boundary
- FiberCable**
-  <all other values>
- Construction Type**
-  Aerial
-  Underground



# Example Rear Easement

## Legend

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-  Excluded
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-  Unknown
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-  Drop Strand
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- Structure**
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-  Null Pedestal
-  Pedestal
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-  Utility Box
-  Slack Loop
-  Riser
- Pole**
-  Joint
-  Anchors and Guys
- 1x4 Boundaries**
- Type**
-  1x4 Terminal Boundary
- FiberCable**
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- Construction Type**
-  Aerial
-  Underground

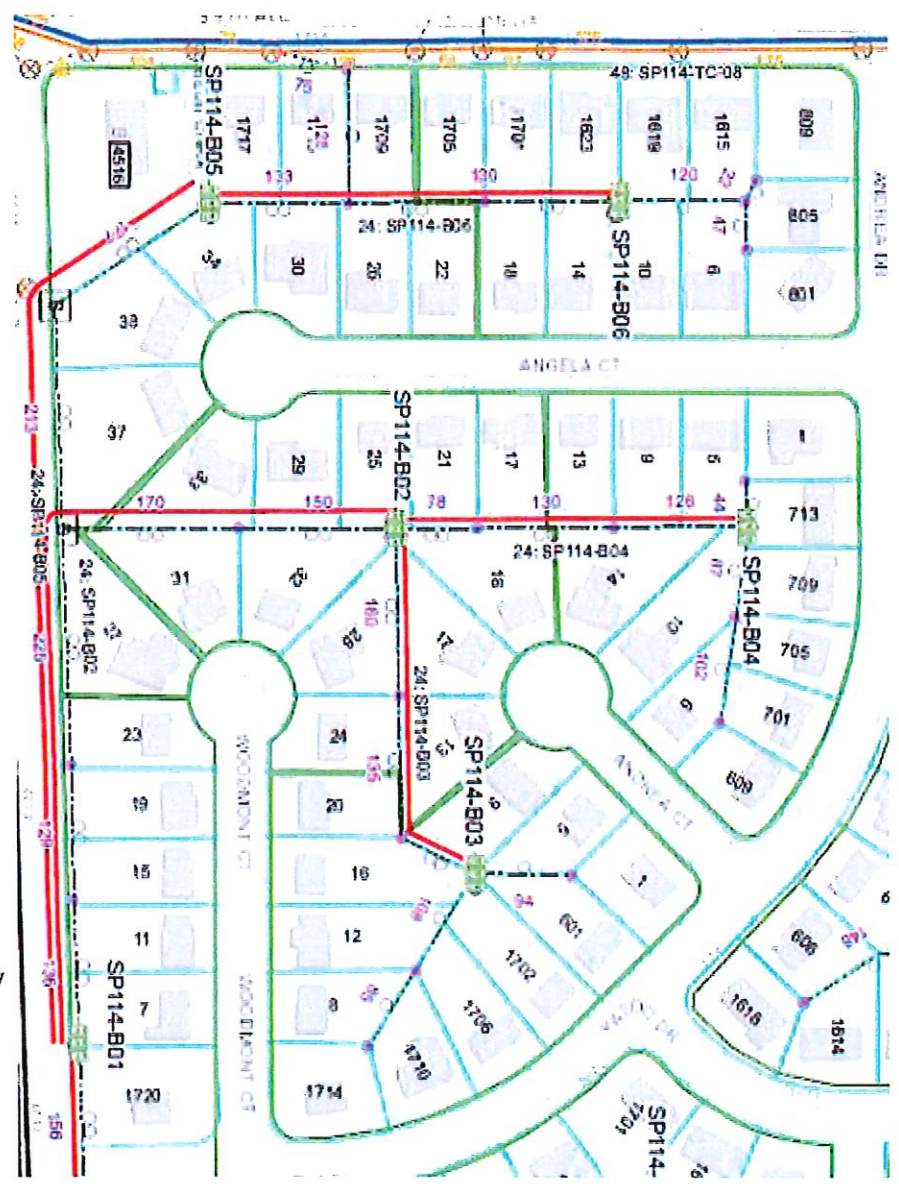




EXHIBIT B  
Construction Procedures

- A. MetroNet shall adhere to the requirements set forth in the provisions of Chapter 151 of the City's Municipal Code except to the extent such provisions conflict with the provisions of this Agreement in which case the provisions of this Agreement shall be deemed to control.
- B. Utility Poles. Subject to the following requirements, MetroNet will have the ability to place utility poles in the City rights-of-way and utility easements on a limited basis:
- (1) MetroNet will not seek to install a utility pole in any areas of the City where all of the utilities are located underground;
  - (2) MetroNet must be unable to use an existing utility pole in the general area where it wishes to place a utility pole due to high make ready costs or excessive delays gaining access to the existing utility poles;
  - (3) Any requested utility pole will be added to an existing utility pole line. The additional pole shall match the material, style and general height of the existing utility poles;
  - (4) Any requested utility pole will be located on the same side of the road as an existing utility pole line;
  - (5) MetroNet will make reasonable accommodations requested by the City to improve the aesthetics of a requested utility pole in the area where it is to be located;
  - (6) The location of a requested utility pole will not adversely affect the health, safety or welfare of any person;
  - (7) MetroNet will make the requested utility pole available to any other communications provider on just and reasonable terms subject to loading requirements and space availability;
  - (8) If either Party has concerns over the proposed location of a MetroNet utility pole, the Parties agree to enter into good faith discussions on identifying a different location for the utility pole prior to either Party invoking any of this rights under this Section.
  - (9) If a utility company installs a new utility pole that will accommodate MetroNet's fiber facilities in any area where MetroNet has installed a utility pole, provided MetroNet has access to the new utility pole under reasonable terms and conditions, within a reasonable time period after being notified by the City, MetroNet will move its fiber facilities to the new utility pole and will remove the MetroNet utility pole from the right-of-way.

- C. Underground Construction. When installing its facilities underground, MetroNet will install its fiber utilizing boring technology and procedures. In areas with high construction costs and/or where the deployment of conduit is not cost effective or feasible, on a case-by-case basis, subject to City approval, MetroNet may install its fiber utilizing open trench or micro-trenching technology and procedures.
- D. Utility Location Procedure. The Parties agree that the following procedure will be exclusively used any time MetroNet is required to insert a hole in a driveway, walkway or street to locate other utilities under and across paved or concrete surfaces. MetroNet will utilize an 8” minimum core drill to remove the pavement and then remove debris utilizing a vacuum excavator to visually expose the path to cross the street. After the crossing is completed, the excavated pothole will be backfilled with a flowable stabilized sand/cement slurry mix comprised of at least 2 bags/yard of cement to completely fill the excavation hole to the depth of the existing pavement. Where possible the core plug removed to access the pothole will then be cleaned and coated with epoxy resin around the outside surface of the plug and replaced in the excavation hole so that it is even with the top of the existing surface of the driveway, walkway or street.
- E. Restoration. MetroNet will use commercially reasonable efforts to restore property within 3 business days of the boring, subject to factors beyond MetroNet’s reasonable control. Consideration will be given to the amount of restoration needed with each boring and MetroNet will endeavor to conduct borings in a manner which requires the least amount of restoration (e.g. when appropriate using streets and sidewalks for equipment rather than lawns, etc.). After boring under the street / curb and sidewalks, MetroNet will inspect for any heaving that may have occurred from the boring process. Notwithstanding the foregoing, in no event will MetroNet be required to repair, replace or restore any personal property of a property owner that was improperly located in a utility easement.
- F. Temporary Support. If in the future the City performs work within the right-of-way that requires temporary support of MetroNet’s facilities, such temporary support shall be conducted in accordance with Municipal Code Section 122.05.
- G. Other Permits. MetroNet shall obtain any other permits that may be required to install facilities within the City of Ankeny, including utility accommodation permits from the Iowa Department of Transportation.

- H. Construction Communications Plan. MetroNet will implement a construction communications plan and will use commercially reasonable efforts to meet the following timelines and standards, as they relate to each approved permit application area:
- (1) At least 30 days, but no more than 45 days, prior to the commencement of construction in a residential area, MetroNet will send a detailed letter to the residential addresses in that area advising occupants of upcoming construction activities.
  - (2) At least 14 days, but no more than 30 days, prior to the commencement of construction in a residential area, MetroNet will send postcard reminder to the residential addresses in that area reminding occupants of upcoming construction activities.
  - (3) At least 3 days, but no more than 7 days, prior to the commencement of construction in a residential area, MetroNet will send out street teams to place signs in the yards of those residential properties where MetroNet will commence with construction activities.
  - (4) Each communication sent to a residential address will include the URL to MetroNet's construction website: [metronetinc.com/construction](http://metronetinc.com/construction). On this website residents can find additional information regarding the construction plans in their area. Following construction, property owners will also be able to use this website to submit damage claims in the event MetroNet inadvertently causes damage to their property.
- I. Work Hours. MetroNet and its contractors may perform construction activities including, but not limited to, boring, aerial construction, pulling cable, splicing and clean-up work ("Construction Activities") from 7:00 AM until 9:00 PM, Monday through Friday. MetroNet and its contractors will perform all Construction Activities from 9:00 AM until 6:00 PM, Saturday and Sunday.
- J. MetroNet's Duty to Relocate. If at any time, the City undertakes a street or utility improvement project and said project alters the street grade, street dimensions or public utility locations such that said improvement project requires the relocation of MetroNet's facilities along the project corridor, MetroNet shall complete the relocation at its own expense. Nothing in this section shall prohibit MetroNet from seeking any funding available from a state or federal entity to reimburse utilities for the relocation of facilities. Such relocation may include removing, relaying, or lowering underground facilities or other equipment. MetroNet's relocation work shall be completed in a timely manner and coordinated with the said City improvement project so that the construction of the City project is not delayed. For specific City improvement projects, MetroNet shall relocate their facilities prior to the scheduled construction start date when provided with at least a 120 day notice by the City.

- K. Indemnification. MetroNet shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the MetroNet's negligence in construction or maintenance of the utility facilities in the City's right-of-way; however, MetroNet shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.
- L. Insurance Requirements. Before any permit shall be issued, MetroNet shall submit or have on file with the City a certificate of insurance in substantially the same form as attached hereto as Exhibit C. The limits of the insurance shall meet the requirements of the current edition of the SUDAS Standard Specifications, Section 1070. The City shall be named as an additional insured party.

EXHIBIT C  
Insurance Certificate Example



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2020

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 have ADDITIONAL INSURED provisions or 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> IMA, Inc. - Kansas City 9393 W. 110th Street Suite 600 Overland Park KS 66210	<b>CONTACT NAME:</b> Matt Wascher <b>PHONE (A/C, No, Ext):</b> 913-982-3650 <b>E-MAIL ADDRESS:</b> Matt.Wascher@imacorp.com	<b>FAX (A/C, No):</b> 913-982-3495	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Metro Fibernet, LLC 8837 Bond Street Overland Park KS 66214	License#: PC-1210733 METRINC-01	<b>INSURER A:</b> Travelers Casualty Insurance Company of America <b>INSURER B:</b> The Cincinnati Insurance Company <b>INSURER C:</b> The Travelers Indemnity Company of Connecticut <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	19046 10677 25682

**COVERAGES**

CERTIFICATE NUMBER: 1741571333

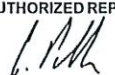
REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			630 7115P319	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			810 0P866051	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8J384891	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			UB006P401916	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Pers. Prop(Care/Custody/Control) Excess Liability			630 7115P319 EXS0591190	10/1/2020 10/1/2020	10/1/2021 10/1/2021	Limit: \$1,000,000 Each Occurrence \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance	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 

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