



DOOR COUNTY

ROLL CALL Board Members	Aye	Nay	Exc.
AUSTAD	X		
BRANN	X		
BUR	X		
ENGLEBERT	X		
ENIGL	X		
FISHER	X		
GUNNLAUGSSON	X		
HAINES	X		
HALSTEAD	X		
KOCH	X		
KOHOUT	X		
LIENAU	X		
MEYER			X
MOELLER	X		
NEINAS	X		
Kok	X		
RUNQUIST			X
SCHULTZ	X		
SITTE	X		
VIRLEE	X		
ZIPPERER	X		
	19	0	2

BOARD ACTION

Vote Required: Majority Vote of Total Membership

Motion to Approve Adopted

1st Enigl Defeated

2nd Gunnlaugsson

Yes: 19 No: 0 Exc: 2

Reviewed by: [Signature], Corp. Counsel

Reviewed by: 05-21-2015, Administrator

FISCAL IMPACT: The fiscal impact is \$1,248,000 for 2015, \$748,800 for 2016, and \$499,200 for 2017. Per Resolution #2015-07, the \$1,248,000 needed for 2015 will be transferred from the Unassigned Fund Balance. The amounts needed for 2016 and 2017 will be included in the Capital Improvement Plans for those years, with the source of funding for 2016 and 2017 yet to be determined. MEJ

Certification:

I, Jill M. Lau, Clerk of Door County, hereby certify that the above is a true and correct copy of a resolution that was adopted on the 26th day of May, 2015 by the Door County Board of Supervisors.

[Signature]
Jill M. Lau
County Clerk, Door County

Resolution No. 2015-47

Approve Fiber Route Agreement and Maintenance Agreement with Brown County C-LEC, LLC

TO THE DOOR COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Any contract with a term in excess of three (3) years
2 requires approval by the Door County Board of Supervisors ("County
3 Board"); and

4 **WHEREAS**, The County Board, by adoption of Resolution No. 2014-
5 91 (on November 12, 2014) and Resolution No. 2015-07 (on January 27,
6 2015) authorized the Fiber Optic Project ("Project") to move forward and
7 appropriated funds for such; and

8 **WHEREAS**, A *Fiber Route Agreement* and *Maintenance Agreement*
9 (each is incorporated herein by reference as if set forth in full) have been,
10 subject to County Board review and approval, negotiated with Brown
11 County C-LEC, LLC; and

12 **WHEREAS**, It is deemed advantageous and suitable for the County of
13 Door to enter into the *Fiber Route Agreement* and *Maintenance Agreement*
14 with Brown County C-LEC, LLC.

15 **NOW, THEREFORE, BE IT RESOLVED**, That the Door County Board
16 of Supervisors does hereby approve the *Fiber Route Agreement* and
17 *Maintenance Agreement* with Brown County C-LEC, LLC.

18 **BE IT FURTHER RESOLVED**, That the Information Systems
19 Department, subject to the oversight of the Information Systems
20 Committee, shall administer each *Agreement*.

SUBMITTED BY: INFORMATION SYSTEMS COMMITTEE

[Signature] [Signature]
David Enigl, Chairman Joel Gunnlaugsson

[Signature] [Signature]
Richard Haines Mark Moeller

[Signature] [Signature]
Jon Koch Don Sitte

[Signature]
David Lienau

FIBER ROUTE AGREEMENT

THIS FIBER ROUTE AGREEMENT (this “Agreement”) is made, entered into, and effective as of the ____ day of _____, 2015, by and between the COUNTY OF DOOR, a body corporate under §59.01, Wisconsin Statutes (hereinafter, “Door County”) and BROWN COUNTY C-LEC, LLC, a Wisconsin limited liability company (hereinafter, “Nsight”). Hereinafter, Door County and Nsight may each be referred to as a “Party” and collectively as the “Parties”.

RECITALS

A. Nsight intends to construct and maintain a fiber optic route containing ninety-six (96) fibers and running between Brussels, Wisconsin and Sturgeon Bay, Wisconsin and Sturgeon Bay, Wisconsin to Gills Rock, Wisconsin (hereinafter, the “Fiber Backbone”). Door County has requested, and Nsight is willing to grant to Door County, the right to use certain fibers within the Fiber Backbone.

B. The Parties desire that Nsight construct certain laterals containing ninety-six (96) fibers off the Fiber Backbone on Door County’s behalf, that it transfer ownership of these laterals to Door County upon completion of construction, and thereafter maintain these laterals on behalf of Door County.

C. The Parties previously entered into that Indefeasible Right of Use Agreement (the “IRU Agreement”) dated April 1, 2012 pursuant to which Nsight granted to Door County the right to use six (6) fibers in that fiber optic route running between a splice point near the Door County Airport and a splice point near the intersection of Neenah Avenue and Maple Street in Sturgeon Bay (the “Airport Segment”). As Nsight completes construction of the Fiber Backbone, the Parties shall revise the IRU Agreement in order to: (1) grant to Door County the right to use six (6) fibers within the newly constructed segment of the Fiber Backbone, and (2) extend the initial term of the IRU Agreement such that it continues for twenty (20) years after the completion of the entire Fiber Backbone.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, Nsight and Door County agree as follows:

1. Construction of Fiber Backbone.

A. Nsight shall construct the Fiber Backbone along the approximate route identified on Exhibit A. The Parties acknowledge that the portion of the Fiber Backbone running from Brussels to Sturgeon Bay (which includes the Airport segment) has been completed and the remaining portions shall be completed as follows:

- Sturgeon Bay to Valmy: to be completed by December 31, 2015.
- Valmy to Egg Harbor: to be completed by December 31, 2016.
- Egg Harbor to Gills Rock: to be completed by December 31, 2017.

The Parties acknowledge that Door County previously constructed a fiber optic segment running between a splice point near 1201 South Duluth Avenue in Sturgeon Bay to a splice point located at the Door County Government Center located at 421 Nebraska Street in Sturgeon Bay (the "Sturgeon Bay Segment") and that Nsight will splice fiber into and from the Sturgeon Bay Segment in order to incorporate the same into the Fiber Backbone.

B. Upon Nsight's completion of construction of each segment of the Fiber Backbone, the Parties shall execute and deliver new or supplemental exhibits to the IRU Agreement in order to expand the scope of Door County's rights under the IRU Agreement to include six (6) fibers within the newly constructed segment(s) of the Fiber Backbone. Upon final completion of the construction of the Fiber Backbone, the Parties shall further amend the IRU Agreement to extend its initial term such that it continues for twenty (20) years after such final completion.

C. Contemporaneous with the execution of this Agreement, the Parties shall execute and deliver an amended and restated Exhibit A-1 to the IRU Agreement (a copy of which is attached hereto as Exhibit C).

2. Construction of Laterals.

A. In conjunction with its construction of the Fiber Backbone, but subject to Section 2.B., below, Nsight shall construct laterals off the Fiber Backbone containing ninety-six (96) fibers each in the approximate locations identified on Exhibit B (each a "Lateral" and collectively, the "Laterals"). Subject to Section 2.B., construction of the Laterals shall be on the following schedule:

- Sevastopol High School, Southern Door High School, Andres Pit and Mill Road: to be completed by December 31, 2015.
- Sunny Slope Road: to be completed by December 31, 2016.
- Sister Bay EMT and Ellison Bay Tower: to be completed by December 31, 2017.

B. Door County acknowledges that Nsight intends to commence construction of the Laterals at such times as is reasonably necessary to finish construction by the deadlines identified in Section 2.A., above. Prior to commencement of construction of each such Lateral, Nsight shall provide written notice of the same to Door County. Prior to its receipt of notice from Nsight alerting Door County of the commencement of construction of the Sevastopol High School and Southern Door High School Laterals, Door County may postpone or cancel construction of either or both Laterals; and the applicable deadline(s) stated in Section 2.A. shall be postponed or cancelled accordingly.

C. Contemporaneous with the execution of this Agreement, the Parties shall execute a Maintenance Agreement (the "Maintenance Agreement," a copy of which is attached hereto as Exhibit D) pursuant to which Nsight shall maintain the Laterals. Upon completion of each Lateral, Nsight shall transfer ownership to the Lateral to Door County

by executing and delivering to Door County a Bill of Sale in substantially the form of that Bill of Sale attached hereto as Exhibit E.

3. Compensation to Nsight. As compensation to Nsight for its grant of rights of use to fibers contained in the Fiber Backbone to Door County, and the ownership transfer of the Laterals and fibers contained therein, Door County agrees to pay to Nsight Two Million Six Hundred Seventy-Seven Thousand Five Hundred Dollars (\$2,677,500.00)¹, payable as follows:

- One Million Two Hundred Forty-One Thousand Two Hundred Fifty Dollars (\$1,241,250.00) upon execution of this Agreement.
- Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) upon Door County's receipt of notice from Nsight of Nsight's commencement of construction of the Sevastopol High School Lateral.²
- Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) upon completion of the Sevastopol High School Lateral.²
- Sixty Thousand Dollars (\$60,000.00) upon Door County's receipt of notice from Nsight of Nsight's commencement of construction of the Southern Door High School Lateral.²
- Sixty Thousand Dollars (\$60,000.00) upon completion of the Southern Door High School Lateral.²
- Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) upon completion of Andres Pit Lateral.

¹ The Parties acknowledge that the compensation payable to Nsight hereunder includes the following construction administration fees relative to the completion of Laterals:

• Sevastopol High School Lateral:	\$ 7,250.00
• Southern Door High School Lateral:	\$ 7,800.00
• Andres Pit Lateral:	\$ 8,400.00
• Mill Road Lateral:	\$ 6,850.00
• Sunny Slope Road Lateral:	\$ 8,400.00
• Sister Bay EMT Lateral:	\$ 7,500.00
• Ellison Bay Tower Lateral:	<u>\$ 6,500.00</u>
	\$52,700.00

² In the event Door County cancels construction of either or both of the Sevastopol or South Door High School Laterals, no monies shall be payable to Nsight hereunder for such Lateral(s). In the event Door County postpones construction of either of both of these Laterals, the amounts payable to Nsight stated herein shall remain fixed if Door County thereafter instructs Nsight to commence construction on either or both such Laterals by December 31, 2015. If construction is to commence thereafter, the amounts chargeable to Door County shall be subject to increase to correspond to any of Nsight's increased construction costs.

- Ninety-Two Thousand Five Hundred Dollars (\$92,500.00) upon completion of Mill Road Lateral.
- Eight Hundred Thousand Dollars (\$800,000.00) upon completion of Valmy to Egg Harbor segment of Fiber Backbone.
- Fifty-Seven Thousand Five Hundred Dollars (\$57,500.00), upon completion of Sunny Slope Road Lateral.
- Two Hundred Thousand Dollars (\$200,000.00) upon completion of Egg Harbor to Gills Rock segment of Fiber Backbone.
- Sixteen Thousand Two Hundred Fifty Dollars (\$16,250.00) upon completion of Sister Bay EMT Lateral.
- Twelve Thousand Five Hundred Dollars (\$12,500.00) upon completion of Ellison Bay Tower Lateral.

4. Miscellaneous.

A. Default and Remedies. In the event that either Party materially defaults in the performance of any of its duties or obligations under this Agreement and: 1). does not substantially cure such default within thirty (30) days after being given written notice specifying the default or 2). if the default cannot be reasonably cured within thirty (30) days after being given written notice specifying the default, commence a cure and thereafter act with reasonable diligence to substantially cure such default, the non-defaulting Party may terminate this Agreement by giving written notice thereof to the other party and enforce any rights and pursue any remedies existing in law or equity.

B. Force Majeure. The obligations of the Parties 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, legal inability to access property, acts of any governmental authority, government codes, ordinances, laws, rules, and regulations or restrictions, condemnation or the exercise of rights of eminent domain, war or civil disorder, or any other cause beyond the reasonable control of either Party hereto. The excused Party shall use its best 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. Notification of any such event or cause shall in all cases be given by the excused Party to the other and, when possible, of the estimated duration. Relief under this paragraph shall not extend beyond a period of sixty (60) days regardless of the cause of the failure to perform.

C. Notice Address. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to Nsight: Brown County C-LEC, LLC
 Attention: Vice President of Corporate Technical Services
 and Chief Technical Officer
 450 Security Boulevard
 P.O. Box 19079
 Green Bay, WI 54307-9079

With a copy to: Attorney Robert M. Charles
 Law Firm of Conway, Olejniczak & Jerry, S.C.
 231 South Adams Street
 P.O. Box 23200
 Green Bay, WI 54305-3200

If to Door County: Door County
 Attention: Door County Administrator
 Door County Government Center
 421 Nebraska Street
 Sturgeon Bay, WI 54235

With a copy to: Door County Information Systems Department
 Attention: Director
 Door County Government Center
 421 Nebraska Street
 Sturgeon Bay, WI 54235

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

E. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principals.

F. Not a Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, of partnership, or of joint venture between the Parties.

G. Headings. 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 Agreement.

H. Construction. In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and “or” is used in the inclusive sense, in all cases where such meanings would be appropriate. This Agreement shall not be subject to the rule of construing ambiguities against the drafter, as this Agreement is the product of negotiation and drafting by the parties’ respective attorneys.

I. Severability. No provision of this Agreement shall be interpreted to require any unlawful action by either Party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question; and the remainder of the Agreement shall remain in full force and effect. However, in the event such section or clause is an essential element of the Agreement, the Parties shall promptly negotiate a replacement section or clause that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

J. Binding Effect. This Agreement shall bind and inure to the benefit of each of the Parties and their successors and permitted assigns.

K. Entire Agreement; Amendment. This Agreement, and any exhibits referenced and attached hereto or to be attached hereto, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, understandings, and agreements with respect hereto, whether oral or written. This Agreement may be amended only by a written instrument executed by the Party against whom enforcement of the modification is sought.

L. Non-Waiver. 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.

M. Conflicts. In the event of a conflict or difference between the provisions of this Agreement and those of any exhibit attached hereto, the provisions of this Agreement shall prevail.

N. Good Faith Performance. The parties shall exercise good faith and make reasonable efforts to fulfill the intent and purposes of this Agreement.

O. Counterparts. This Agreement may be executed simultaneously, including via facsimile, in one or more counterparts, each of which shall be deemed an original; but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Fiber Route Construction Agreement as of the date first written above.

COUNTY OF DOOR

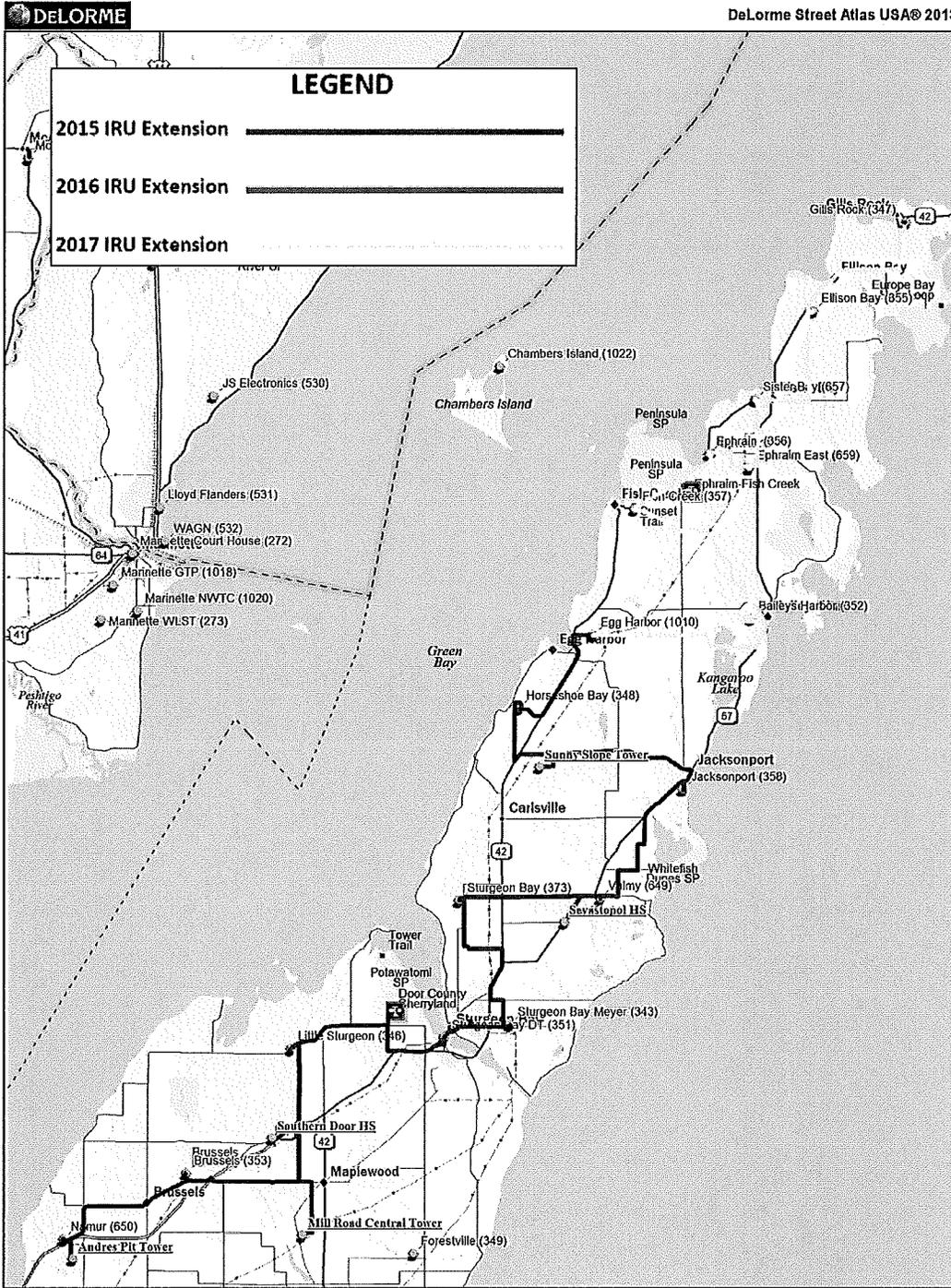
By: _____
_____, Its _____

BROWN COUNTY C-LEC, LLC

By: _____
_____, Its _____

2026314-2

EXHIBIT A FIBER BACKBONE ROUTE



Data use subject to license.
 © DeLorme, DeLorme Street Atlas USA® 2013.
 www.delorme.com

Scale 1 : 325,000
 1" = 5.13 mi Data Zoom 9-2

EXHIBIT B
LATERAL LOCATIONS

Lateral	A Location	Z Location
Andres Pit	Andres Pit Southwest Tower, at 698 Pleasant Ridge Road, Union, WI	BC-CLEC splice point near the intersection of County Road D and State Highway 57, Union, WI
Mill Road	Mill Road Central Tower, at 7796 Center Road, Forestville, WI	BC-CLEC splice point near the intersection of Stone Road and County Highway H, Forestville, WI
Southern Door High School	Southern Door High School, at 2073 County Road DK, Brussels, WI	BC-CLEC splice point near the intersection of State Highway 57 and Stone Road, Brussels, WI
Sevastopol High School	Sevastopol High School, at 4550 Highway 57, Sturgeon Bay, WI	BC-CLEC splice point near the intersection of Whitefish Bay Road and State Highway 57, Sturgeon Bay, WI
Sunny Slope Road	Sunny Slope Road Tower, at 4695 Sunny Slope Road, Egg Harbor, WI	BC-CLEC splice point near the intersection of Division Road and Plum Bottom Road, Egg Harbor, WI
Sister Bay EMT	Sister Bay Joint East, at 2258 Mill Road, Sister Bay, WI	BC-CLEC splice point along County Road ZZ, Sister Bay, WI
Ellison Bay Tower	Ellison Bay Tower, at 11620 Old Stage Ct., Ellison Bay, WI	BC-CLEC splice point along Old Stage Road, Ellison Bay, WI

EXHIBIT C

AMENDED AND RESTATED EXHIBIT A-1 TO IRU AGREEMENT

AMENDED AND RESTATED EXHIBIT A-1 dated _____, 2015

COUNTY OF DOOR / NORTHEAST TOWER IRU Agreement

dated April 1, 2012

Description of Cable Route Segment:

Estimated Miles / Footage:

- 4.19 Miles

Number of IRU Fibers: 6 fibers

Fiber Type:

IRU Fee (\$/Fiber/mile): (\$____/ fiber/mile X fibers X Miles)

Total IRU Fee: (NSIGHT acknowledges receipt of payment in full.)

Initial Proportionate Share of Annual Rights Fees: **0.00%**

Annual Routine Maintenance Fee: \$1,048.00 (\$258.00 per route mile per year)

Delivery Charges: **\$0.00**

Splicing Expedite Fee: NSIGHT's cost plus 30%

Access Points:

- At the route end located at the Door County Cherryland Airport
- At the route end located at a splice case near the intersection of Neenah Avenue and Maple Street in Sturgeon Bay, Wisconsin
- Other access points as mutually agreed by the Parties

Collocation Locations Requested: **No Collocations Requested**

Term of IRU Grant: Twenty (20) years from the date of this Amended and Restated Exhibit A-1

Deposit: **\$0.00**

Other Special Provisions:

Attachment: Route Map

EXHIBIT D

MAINTENANCE AGREEMENT

(See Attached)

EXHIBIT E
BILL OF SALE

This BILL OF SALE is made as of _____, _____ between by and between COUNTY OF DOOR, a body corporate under Section 59.01, Wis. Stats. (the "County"), and BROWN COUNTY C-LEC, LLC, a Wisconsin limited liability company ("Nsight").

WHEREAS, the County and Nsight entered into a Fiber Route Construction Agreement dated _____, 2015 (the "Construction Agreement"); and

WHEREAS, pursuant to the Construction Agreement, Nsight agreed to construct certain Laterals off its Fiber Backbone on the County's behalf and to transfer ownership of these Laterals to the County upon completion of construction; and

WHEREAS, capitalized terms and phrases found in this Bill of Sale but not defined herein shall have the meaning ascribed to each in the Construction Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the County and Nsight, and pursuant to the County's and Nsight's obligations under the Construction Agreement, the County and Nsight, intending to be legally bound, hereby agree as follows:

1. Conveyance by Nsight. Nsight hereby conveys to the County all of Nsight's right, title and interest in and to that Lateral located in the approximate location shown on Exhibit A.
2. Acceptance by the County. The County hereby accepts and assumes all of Nsight's right, title and interest in the Lateral identified in Paragraph 1, above.
3. Warranties. Nsight warrants that the Lateral has been constructed in accordance with prevailing industry standards and shall be free of defects and materials of workmanship for a period of thirty (30) days after the date of this Bill of Sale. Nsight makes no other warranty, express or implied, with respect to the Lateral.
4. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the Law of the State of Wisconsin without giving effect to the principles of conflicts of law.

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (this “Agreement”) is entered into and is effective as of the ____ day of _____, 2015 (the “Effective Date”), by and between **COUNTY OF DOOR**, a body corporate under Section 59.01, Wis. Stats. (hereinafter, “Door County”) and **BROWN COUNTY C-LEC, LLC**, a Wisconsin limited liability company (hereinafter, “Nsight”). (Hereinafter, each of Door County and Nsight may be referred to as a “Party” and, collectively, as the “Parties” to this Agreement.)

WITNESSETH:

WHEREAS, contemporaneous with the execution of this Agreement, Nsight and Door County have entered into that Fiber Route Agreement pursuant to which, among other things, Nsight has agreed to construct certain fiber optic cable routes (each a “Lateral” and collectively the “Laterals”) in the approximate locations identified on **Exhibit A** attached hereto; and

WHEREAS, Door County and Nsight desire that Nsight shall be responsible for the maintenance and repair of the Laterals (including the fibers and cables located within each Lateral) and any splicing on, to, or from such fibers.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Nsight and Door County agree as follows:

ARTICLE 1
MAINTENANCE AND REPAIR

1.1 Nsight shall be solely and exclusively responsible for the maintenance of the Laterals and all fibers and cables located therein (collectively, the “Lateral Fibers”); and, upon request, Door County shall provide to Nsight a letter of agency in form and substance mutually agreed to be necessary for this purpose. Nsight warrants that the Laterals and Lateral Fibers will be maintained in accordance with prevailing telecommunications industry standards. Nsight shall respond to any failure, interruption, or impairment in the operation of the Lateral Fibers within two (2) hours after receiving a report of any such failure, interruption, or impairment. Nsight shall use commercially-reasonable efforts to perform maintenance and repair to correct any failure, interruption, or impairment in the operation of the Lateral Fibers. Nsight shall also schedule and perform periodic maintenance and repair checks and services in accordance with prevailing telecommunications industry standards. Nsight shall provide reasonable advance notice to Door County of maintenance or repairs that may affect the Lateral Fibers.

1.2 As compensation for Nsight’s performance of routine maintenance of the Laterals and the Lateral Fibers, Door County shall pay Nsight monthly routine maintenance fees as set forth in **Exhibit B** in advance for the subsequent month within thirty (30) days after receipt of invoice. Routine maintenance fees shall be adjusted every five (5) years by using the Consumer Price Index (all city index), published by the Bureau of Labor Statistics, United States Department of Labor. The routine maintenance fee shall adjust by the same percentage of increase that the Consumer Price Index

published on each fifth (5th) anniversary date has increased over the Consumer Price Index published on the Effective Date of this Agreement.

1.3 Following Nsight's performance of any non-routine repair or relocation of the Laterals or the Lateral Fibers (whether for emergencies or otherwise), Nsight shall invoice Door County for the cost of such repairs and relocations (after recovery by Nsight from any third party responsible for any damage to the Laterals or Lateral Fibers), plus fifteen percent (15%) of the resulting amount for administration and overhead.

1.4 Notwithstanding anything contained herein to the contrary, Door County shall have the right to access the Lateral Fibers for test and measurement purposes. In the event Door County desires to access any of Lateral Fibers for such purposes, and to afford Nsight the opportunity to facilitate such access, Door County shall provide Nsight ten (10) days advance written notice under non-emergency circumstances. In the event of emergency circumstances, Door County shall provide to Nsight as much notice as practicable; and Nsight shall facilitate Door County's access to the Lateral Fibers as quickly as possible following receipt of Door County's notice.

ARTICLE 2 **SPLICING**

2.1 From time to time and upon Door County's request, Nsight shall, in accordance with prevailing telecommunications industry standards, perform all splicing on, to, and from the Lateral Fibers in order to connect the Lateral Fibers to other fibers located outside the Laterals. Normal requests for splicing shall be submitted at least sixty (60) days prior to the requested splicing date, and expedited requests shall be submitted at least thirty (30) days prior to the requested splicing date. Door County shall have the right to have a representative present at the time Nsight performs splicing work.

2.2 Following completion of any splicing work Nsight performs on, to, or from the Lateral Fibers, Nsight shall invoice Door County for its costs, plus fifteen percent (15%) for administration and overhead (provided that, if the splicing work was performed on an expedited basis, the administration and overhead amount shall be increased to thirty percent (30%)). Each invoice shall be accompanied by documentation to support Nsight's cost claim, and Door County shall pay each invoice within thirty (30) days of receipt.

ARTICLE 3 **TERM AND TERMINATION**

3.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until _____, 2036 (the "Initial Term" of this Agreement). Thereafter, this Agreement shall continue for consecutive five (5)-year renewal terms (each a "Renewal Term"), unless either Party provides to the other written notice of nonrenewal no less than one hundred eighty (180) days prior to the end of the Initial Term or then-current Renewal Term (as applicable). (Hereinafter, the Initial Term and any and all Renewal Terms are collectively referred to as the "Term" of this Agreement.)

3.2 Termination. If either Party materially defaults under any of its duties or obligations under this Agreement, and if (i) the default can reasonably be cured within thirty (30) days and the defaulting Party fails to cure that default within thirty (30) days after receiving notice thereof from the other Party, or (ii) the default cannot be reasonably cured within thirty (30) days and the defaulting Party fails to begin curing that default within thirty (30) days of receiving notice thereof from the other Party, or thereafter fails to act with reasonable diligence to cure that default, the other Party may immediately terminate this Agreement by giving written notice of termination to the defaulting Party.

ARTICLE 4 **MISCELLANEOUS**

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with the respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, and agreements with respect thereto, whether oral or written. This Agreement may be amended only by a written instrument executed by both Parties.

4.2 Severability. No provision of this Agreement shall be interpreted to require any unlawful action by either Party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question; and the remainder of the Agreement shall remain in full force and effect. However, in the event such section or clause is an essential element of the Agreement, the Parties shall promptly negotiate a replacement section or clause that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

4.3 Not a Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, of partnership, or of joint venture between the Parties.

4.4 Non-Waiver. 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.

4.5 Force Majeure. The obligations of the Parties 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; legal inability to access property; acts of any governmental authority; government codes, ordinances, laws, rules and regulations or restrictions; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party hereto. The

excused Party shall use its best 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. Notification of any such event or cause shall in all cases be given by the excused Party to the other and, when possible, of the estimated duration.

4.6 Confidentiality. Nsight and Door County (to the extent permissible under law, including Wisconsin's Public Records Law) shall ensure that any and all information and documents obtained from the other Party during the term of this Agreement, and identified as being confidential information will be held in strict confidence and will not be disclosed or used for any purpose other than a Party's performance required by this Agreement, and except for disclosures to Affiliates, directors, officers, employees, advisors and agents with a bona fide need to know any such information solely for the purpose of analyzing, investigating, or evaluating issues arising under this Agreement. The term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with a Party.

4.7 Notices. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to Nsight: Brown County C-Lec, LLC
 Attn: Director of Networking
 450 Security Blvd.
 Green Bay, WI 54307

With a copy to: Robert M. Charles
 Law Firm of Conway, Olejniczak & Jerry, S.C.
 231 South Adams Street
 P.O. Box 23200
 Green Bay, WI 54305-3200

If to Door County: County Administrator
 421 Nebraska Street
 Sturgeon Bay, WI 54235

With a copy to: Corporation Counsel
 421 Nebraska Street
 Sturgeon Bay, WI 54235

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

4.8 Interpretation. This Agreement shall not be subject to the rule of construing ambiguities against the drafter, as this Agreement is the product of negotiation and drafting by the parties' respective attorneys.

4.9 Good Faith Performance. The parties shall exercise good faith and make reasonable efforts to fulfill the intent and purposes of this Agreement.

4.10 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the Parties have executed this Maintenance Agreement as of the date first written above.

COUNTY OF DOOR

By: _____
_____, its _____

BROWN COUNTY C-LEC, LLC

By: _____
_____, its _____

2041182-2

EXHIBIT A

LATERAL LOCATIONS

Lateral	A Location	Z Location
Andres Pit	Andres Pit Southwest Tower, at 698 Pleasant Ridge Road, Union, WI	BC-CLEC splice point near the intersection of County Road D and State Highway 57, Union, WI
Mill Road	Mill Road Central Tower, at 7796 Center Road, Forestville, WI	BC-CLEC splice point near the intersection of Stone Road and County Highway H, Forestville, WI
Southern Door High School	Southern Door High School, at 2073 County Road DK, Brussels, WI	BC-CLEC splice point near the intersection of State Highway 57 and Stone Road, Brussels, WI
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Sunny Slope Road	Sunny Slope Road Tower, at 4695 Sunny Slope Road, Egg Harbor, WI	BC-CLEC splice point near the intersection of Division Road and Plum Bottom Road, Egg Harbor, WI
Sister Bay EMT	Sister Bay Joint East, at 2258 Mill Road, Sister Bay, WI	BC-CLEC splice point along County Road ZZ, Sister Bay, WI
Ellison Bay Tower	Ellison Bay Tower, at 11620 Old Stage Ct., Ellison Bay, WI	BC-CLEC splice point along Old Stage Road, Ellison Bay, WI

EXHIBIT B

MAINTENANCE FEES

Maintenance fees will be invoiced by Nsight on the first of each month. One-twelfth (1/12) of the annual maintenance fee will be billed each calendar month according to the schedule below.

Route Segment	Annual Maintenance Fee
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* If and after completion of construction by Nsight in accordance with the Fiber Route Agreement

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (this “Agreement”) is entered into and is effective as of the ____ day of _____, 2015 (the “Effective Date”), by and between **COUNTY OF DOOR**, a body corporate under Section 59.01, Wis. Stats. (hereinafter, “Door County”) and **BROWN COUNTY C-LEC, LLC**, a Wisconsin limited liability company (hereinafter, “Nsight”). (Hereinafter, each of Door County and Nsight may be referred to as a “Party” and, collectively, as the “Parties” to this Agreement.)

WITNESSETH:

WHEREAS, contemporaneous with the execution of this Agreement, Nsight and Door County have entered into that Fiber Route Agreement pursuant to which, among other things, Nsight has agreed to construct certain fiber optic cable routes (each a “Lateral” and collectively the “Laterals”) in the approximate locations identified on **Exhibit A** attached hereto; and

WHEREAS, Door County and Nsight desire that Nsight shall be responsible for the maintenance and repair of the Laterals (including the fibers and cables located within each Lateral) and any splicing on, to, or from such fibers.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Nsight and Door County agree as follows:

ARTICLE 1
MAINTENANCE AND REPAIR

1.1 Nsight shall be solely and exclusively responsible for the maintenance of the Laterals and all fibers and cables located therein (collectively, the “Lateral Fibers”); and, upon request, Door County shall provide to Nsight a letter of agency in form and substance mutually agreed to be necessary for this purpose. Nsight warrants that the Laterals and Lateral Fibers will be maintained in accordance with prevailing telecommunications industry standards. Nsight shall respond to any failure, interruption, or impairment in the operation of the Lateral Fibers within two (2) hours after receiving a report of any such failure, interruption, or impairment. Nsight shall use commercially-reasonable efforts to perform maintenance and repair to correct any failure, interruption, or impairment in the operation of the Lateral Fibers. Nsight shall also schedule and perform periodic maintenance and repair checks and services in accordance with prevailing telecommunications industry standards. Nsight shall provide reasonable advance notice to Door County of maintenance or repairs that may affect the Lateral Fibers.

1.2 As compensation for Nsight’s performance of routine maintenance of the Laterals and the Lateral Fibers, Door County shall pay Nsight monthly routine maintenance fees as set forth in **Exhibit B** in advance for the subsequent month within thirty (30) days after receipt of invoice. Routine maintenance fees shall be adjusted every five (5) years by using the Consumer Price Index (all city index), published by the Bureau of Labor Statistics, United States Department of Labor. The routine maintenance fee shall adjust by the same percentage of increase that the Consumer Price Index

published on each fifth (5th) anniversary date has increased over the Consumer Price Index published on the Effective Date of this Agreement.

1.3 Following Nsight's performance of any non-routine repair or relocation of the Laterals or the Lateral Fibers (whether for emergencies or otherwise), Nsight shall invoice Door County for the cost of such repairs and relocations (after recovery by Nsight from any third party responsible for any damage to the Laterals or Lateral Fibers), plus fifteen percent (15%) of the resulting amount for administration and overhead.

1.4 Notwithstanding anything contained herein to the contrary, Door County shall have the right to access the Lateral Fibers for test and measurement purposes. In the event Door County desires to access any of Lateral Fibers for such purposes, and to afford Nsight the opportunity to facilitate such access, Door County shall provide Nsight ten (10) days advance written notice under non-emergency circumstances. In the event of emergency circumstances, Door County shall provide to Nsight as much notice as practicable; and Nsight shall facilitate Door County's access to the Lateral Fibers as quickly as possible following receipt of Door County's notice.

ARTICLE 2 **SPLICING**

2.1 From time to time and upon Door County's request, Nsight shall, in accordance with prevailing telecommunications industry standards, perform all splicing on, to, and from the Lateral Fibers in order to connect the Lateral Fibers to other fibers located outside the Laterals. Normal requests for splicing shall be submitted at least sixty (60) days prior to the requested splicing date, and expedited requests shall be submitted at least thirty (30) days prior to the requested splicing date. Door County shall have the right to have a representative present at the time Nsight performs splicing work.

2.2 Following completion of any splicing work Nsight performs on, to, or from the Lateral Fibers, Nsight shall invoice Door County for its costs, plus fifteen percent (15%) for administration and overhead (provided that, if the splicing work was performed on an expedited basis, the administration and overhead amount shall be increased to thirty percent (30%)). Each invoice shall be accompanied by documentation to support Nsight's cost claim, and Door County shall pay each invoice within thirty (30) days of receipt.

ARTICLE 3 **TERM AND TERMINATION**

3.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until _____, 2036 (the "Initial Term" of this Agreement). Thereafter, this Agreement shall continue for consecutive five (5)-year renewal terms (each a "Renewal Term"), unless either Party provides to the other written notice of nonrenewal no less than one hundred eighty (180) days prior to the end of the Initial Term or then-current Renewal Term (as applicable). (Hereinafter, the Initial Term and any and all Renewal Terms are collectively referred to as the "Term" of this Agreement.)

3.2 Termination. If either Party materially defaults under any of its duties or obligations under this Agreement, and if (i) the default can reasonably be cured within thirty (30) days and the defaulting Party fails to cure that default within thirty (30) days after receiving notice thereof from the other Party, or (ii) the default cannot be reasonably cured within thirty (30) days and the defaulting Party fails to begin curing that default within thirty (30) days of receiving notice thereof from the other Party, or thereafter fails to act with reasonable diligence to cure that default, the other Party may immediately terminate this Agreement by giving written notice of termination to the defaulting Party.

ARTICLE 4 **MISCELLANEOUS**

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with the respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, and agreements with respect thereto, whether oral or written. This Agreement may be amended only by a written instrument executed by both Parties.

4.2 Severability. No provision of this Agreement shall be interpreted to require any unlawful action by either Party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question; and the remainder of the Agreement shall remain in full force and effect. However, in the event such section or clause is an essential element of the Agreement, the Parties shall promptly negotiate a replacement section or clause that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

4.3 Not a Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, of partnership, or of joint venture between the Parties.

4.4 Non-Waiver. 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.

4.5 Force Majeure. The obligations of the Parties 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; legal inability to access property; acts of any governmental authority; government codes, ordinances, laws, rules and regulations or restrictions; condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party hereto. The

excused Party shall use its best 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. Notification of any such event or cause shall in all cases be given by the excused Party to the other and, when possible, of the estimated duration.

4.6 Confidentiality. Nsight and Door County (to the extent permissible under law, including Wisconsin's Public Records Law) shall ensure that any and all information and documents obtained from the other Party during the term of this Agreement, and identified as being confidential information will be held in strict confidence and will not be disclosed or used for any purpose other than a Party's performance required by this Agreement, and except for disclosures to Affiliates, directors, officers, employees, advisors and agents with a bona fide need to know any such information solely for the purpose of analyzing, investigating, or evaluating issues arising under this Agreement. The term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with a Party.

4.7 Notices. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to Nsight: Brown County C-Lec, LLC
 Attn: Director of Networking
 450 Security Blvd.
 Green Bay, WI 54307

With a copy to: Robert M. Charles
 Law Firm of Conway, Olejniczak & Jerry, S.C.
 231 South Adams Street
 P.O. Box 23200
 Green Bay, WI 54305-3200

If to Door County: County Administrator
 421 Nebraska Street
 Sturgeon Bay, WI 54235

With a copy to: Corporation Counsel
 421 Nebraska Street
 Sturgeon Bay, WI 54235

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

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