

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made on _____, by the City of Northfield, Minnesota ("City") and CMN-RUS, LLC (formerly CMN-RUS, Inc., hereinafter "MetroNet"). The City and MetroNet shall sometimes be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

1. On June 8, 2021, the City and MetroNet entered into an Indefeasible Right of Use Agreement ("IRU Agreement") which provided for dedicated dark fiber connections to be constructed by MetroNet to specified City locations in exchange for the City's waiver of certain construction permit fees.
2. The City granted Cable Television Franchise Ordinance No. 1026 ("Franchise") to MetroNet on July 13, 2021.
3. The Franchise is set to expire on or about August 4, 2031 ("Expiration Date").
4. The Franchise anticipated construction of a cable system to provide cable service that would serve approximately eighty-five percent (85%) of the City within twenty-four (24) months from the start of the physical construction of the cable system.
5. MetroNet has substantially completed construction of the system.
6. MetroNet has notified the City that due to market conditions it no longer plans to provide cable service within the City, however, MetroNet still desires to install facilities within the City to provide broadband services and MetroNet desires to maintain the IRU Agreement.
7. MetroNet has requested that the City agree to terminate the Franchise, and the City is not opposed, subject to certain conditions.
8. The City and MetroNet desire to maintain the IRU Agreement subject to Amendment No. 1 to the IRU Agreement attached hereto as Exhibit 1.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, considerations, and mutual promises contained herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. **FRANCHISE TERMINATION DATE.** The Parties hereby agree to terminate the Franchise effective June 1, 2025.
2. **REMOVAL OF FACILITIES.**

- a. MetroNet agrees, pursuant to the Franchise, to remove all or any portion of the cable system from all rights-of-way or public property within the City associated solely with the provision of cable service.
 - b. As part of any removal of the cable system, MetroNet agrees to restore affected sites to their original condition consistent with all City Code requirements.
 - c. Nothing herein shall be construed to waive any rights that the City may have with respect to the enforcement of City Code obligations on any MetroNet facilities that remain in the City's Rights-of-Way. Such enforcement rights shall extend to facilities owned by any affiliates of MetroNet. MetroNet agrees to compensate the City for any damages resulting from the discontinued use or abandonment of the cable system, including all costs which the City may incur to remove any abandoned portion of the cable system from the streets.
3. **CONTACT.** MetroNet will provide a phone number and e-mail address for a technical employee who may be contacted for technical questions or issues or to request removal of abandoned or unused MetroNet property.
4. **INSURANCE.** MetroNet agrees to maintain the policies of insurance, pursuant to the terms outlined in Section 11.4 of the Franchise, through August 4, 2031.
5. **MAPS.** MetroNet shall, within thirty (30) days of the date of adoption of this Agreement, provide to the City maps showing the location of all existing facilities in the City pursuant to Section 16.6 of the Franchise and the City Code.
6. **PERMITS.** Except as otherwise specified in the IRU Agreement: (a) MetroNet agrees to comply with all permitting obligations and applicable fees applied to right-of-way users pursuant to the City Code, and (b) MetroNet agrees to comply with the City Code with respect to any future construction for telecommunications or broadband facilities.
7. **IRU AGREEMENT.** Contemporaneous to the Parties' execution of this Agreement, the Parties agree to execute Amendment No. 1 to the IRU Agreement, in the form attached as Exhibit 1 of this Agreement.
8. **PAYMENT ON TERMINATION.** MetroNet shall, pursuant to the terms outlined in Section 12.9 of the Franchise, within one hundred twenty (120) days from the termination date of the Franchise, provide the City with a certification of Gross Revenues, certified by a certified public accountant, showing the Gross Revenues received by the MetroNet since the end of the previous fiscal year (September 30, 2024). The City reserves the right to satisfy any remaining financial obligations of MetroNet to the City by utilizing the fund available in the letter of credit or other security provided by MetroNet.
9. **FEES AND COSTS.** MetroNet shall, within thirty (30) days of the date of adoption of this Agreement, fully reimburse the City Ten Thousand and No/100 Dollars (\$10,000.00) for City's reasonable costs and expenses in connection with this Settlement Agreement.

10. **VOLUNTARY AGREEMENT.** This Agreement is freely and voluntarily executed by each Party, without any duress or coercion, and after each Party has consulted with its counsel. Each Party has carefully and completely read all the terms and provisions of this Agreement.

11. **BINDING EFFECT.** This Agreement will inure to the benefit of and be binding upon the Parties and respective successors and assigns. The Parties for themselves and their respective successors, assigns agree to join in or execute any instruments and to do any other act or thing necessary or proper to carry into effect this or any part of this Agreement.

12. **GOVERNING LAW.** This Agreement, and any controversies arising hereunder, shall be interpreted and adjudicated in accordance with the laws of the State of Minnesota, whose courts shall have exclusive jurisdiction thereof.

13. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties as to the subject matter hereof and may be modified or waived only by a separate writing.

14. **HEADINGS.** All headings are herein provided for the convenience of reference only and do not affect the meaning or interpretation of this Agreement.

15. **COUNTERPARTS.** This Agreement may be executed electronically and in counterparts, each of which is an original and all of which together constitute one and the same document.

16. **COPIES.** PDF copies of the executed Agreement may be treated as original documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary acts and deeds, effective as of the date first above written.

CITY OF NORTHFIELD, MN

CMN-RUS, LLC

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT 1
Amendment No. 1 to IRU Agreement

[See attached]