

TELECOMMUNICATIONS FACILITIES EXCHANGE AGREEMENT

AGREEMENT (the "Agreement") made and entered into as of June 20, 2018 by and between Woodbury County, Iowa (the "County" and) the Siouxland Historical Railroad Association d.b.a. the Sioux City Railroad Museum (the Railroad Museum).

Background

- A. The County will install 1-1 ¼" underground conduit with one (1) twenty-four (24) count single mode fiber optic cable from the City vault at the intersection of Riverside Blvd and Pacquette Ave., proceeding north under the railroad tracks at Riverside Blvd and Hwy 12, to the Sioux City Railroad Museum at 3400 Sioux River Road, continuing north on Hwy 12 to the Dorothy Pecaut Nature Center, Attachment A.

Terms

NOW, THEREFORE, the parties agree as follows:

1. Obligations of the County.

The County will own, operate, and maintain the existing County Conduit described in Background Paragraphs A.

4. Grant rights to the Sioux City Railroad Museum

- (a) The County agrees to pay for all expenses for the installation of one (1) 1 ¼" underground conduit and one (1) 12 county single mode fiber cable from the main conduit route described in paragraph A to the Railroad Museum's main office building.
- (b) The County grants the Sioux City Railroad Museum the right to have conditional use of (6) dark "un-lit" fibers owned by the County as described above in paragraph A, from their main office building to the City's fiber vault located at the intersection of Riverside Blvd and Pacquette Ave. The Museum will be assigned fibers number 19,20,21,22,23,24 of the County's 24 fiber cable described in paragraph A. The Museum's use of the fiber will be limited to non-commercial purposes.
- (c) The County agrees that it will be responsible for the relocation of the County's Conduit and County's Fiber as described in paragraphs A at its expense.

5. Obligations of the Railroad Museum,

The Railroad Museum will own, operate and maintain the underground conduit and fiber cable from their main office building to the County's fiber vault described in paragraph A.

6. Grant rights to the County

- (a) The Railroad Museum agree to provide the County with an easement for access to the Railroad Museum's property, Attachment B, for the purpose of constructing the easement, owning and operating the fiber optic underground conduit, fiber optics cable and all fiber optic vaults within the property of the Railroad Museum as described in paragraph A.
- (b) The Railroad Museum agrees that it will be responsible for the relocation of the Railroad Museums Conduit and Railroad Museums fiber from their office building to the County's fiber optic vault. at its expense.

7. Hold Harmless

- (a) In no event shall the County be liable to the Railroad Museum for any interruptions to service or interference with the operations of the Railroad Museum's services or business.

8. Indemnification.

- (a) The Railroad Museum shall defend at its own expense, indemnify and hold harmless the County from all claims and liability due to activities of persons employed by or representing the Railroad Museum.

9. Miscellaneous.

- (a) This Agreement, and any related written agreement that expressly references this Agreement, constitutes the entire agreement of the parties with respect to the Railroad Museum Conduit, the County Conduit, ducts, fiber, and the County facilities, and the parties' rights and obligations with respect thereto and supersedes and cancels all prior discussions, arrangements, or agreements, written and oral, with respect to those subjects.
- (b) Each party agrees to execute such additional documents and to take such actions as may reasonably be requested by the other party to confirm or carry out the intent and purposes of this Agreement.
- (c) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Iowa applicable to contracts made and to be performed entirely within such State, without regard to the conflict of laws principles of such State.
- (d) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

By: Rocky DeWitt **Woodbury County**
Rocky DeWitt
Chairman

By: Ken Brown **Siouxland Historical Railroad Assoc.**
Ken Brown
President

Certification of County Auditor:

I Patrick Gill, certify that I am the County Auditor of Woodbury County, Iowa, and that Rocky DeWitt, who executed this Agreement for and on behalf of the County, was duly authorized and empowered to do so as of 7-31, 2018.

Michelle K. Skoff
Patrick Gill Michelle K. Skoff, Deputy Auditor
County Auditor of Woodbury County, Iowa

Certification of The Siouxland Historical Railroad Association (Sioux City Railroad Museum):

I Ken Brown, certify that I am the Executive Secretary of the Siouxland Historical Railroad Association (Sioux City Railroad Museum), and that Larry Obermeyer, who executed this Agreement for and on behalf of the Siouxland Historical Railroad Association, was duly authorized and empowered to do so as of June 20, 2018.

Larry Obermeyer
Larry Obermeyer
Executive Secretary