

**AMENDMENT ONE TO THE RIGHT-OF-WAY AGREEMENT
BETWEEN THE CITY OF DYERSVILLE AND IMON
COMMUNICATIONS, LLC.**

THIS AMENDMENT ONE AGREEMENT (the "Amendment") is entered into by and among the City of Dyersville, Iowa (the "City"), ImOn Communications, LLC ("Grantee") as of the ____ day of _____, 2026.

RECITALS:

WHEREAS, the City and Grantee are parties to a Right-of-Way Agreement dated July 1, 2019, as assigned and assumed per the Assignment and Assumption Agreement dated January 24, 2023 ("Agreement"); and,

WHEREAS, Grantee currently operates network equipment for its fiber optic system at the City's water tower; and,

WHEREAS, both parties agree that relocating Grantee's network equipment from the water tower to the City's water booster building is in their mutual best interest; and,

NOW, THEREFORE, in consideration of the foregoing promises, the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Relocation of Network Equipment. The City hereby authorizes Grantee to relocate its network equipment, including both above-ground and underground equipment, from the City's water tower to the City's water booster building (Exhibit A). Grantee may operate, maintain, and access its network equipment at the water booster building for the duration of the Agreement. In exchange for relocating the Grantee's network equipment, the Grantee will provide the City with a minimum of six (6) additional dark fiber stands, in addition to Paragraph 15 of the original agreement, to the City's private network at no cost to the City, as provided in Exhibit B.
2. No Additional Fees. The City shall not charge Grantee any additional fees, rent, or costs for the location, operation, or maintenance of Grantee's network equipment at the water booster building, except as otherwise provided in the Agreement.
3. 24-Hour Access. The City agrees to grant Grantee and its authorized representatives 24-hour access to the water booster building for the purpose of operating, maintaining, and servicing its network equipment, subject to reasonable security and safety protocols established by the City Administrator.
4. Relocation by City. Consistent with Section 4 of the Right-of-Way Agreement dated July 1, 2019, the City retains the right to require relocation of Grantee's network equipment, including both above-ground and underground equipment, at Grantee's expense. The City shall provide Grantee with at least ninety (90) days' written notice

before any required relocation, and such relocation shall be coordinated with the City Administrator.

5. Effect of Amendment. Except as expressly amended herein, all terms and conditions of the Agreement remain in full force and effect.

[Signatures Commence on Following Page]

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

CITY OF DYERSVILLE, IOWA, an Iowa
municipal corporation

By _____
Jeff Jacque, Mayor

Attest:

By _____
Tricia L. Maiers, City Clerk

ImOn Communications, LLC

By _____