

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is entered into by and among the City of Dyersville, Iowa (the “City”), Comelec Internet Services, LLC and ImOn Communications, LLC as of the ____ day of _____, 2023 (the “Commencement Date”).

RECITALS:

WHEREAS, Dyersville City Council has adopted a Right-of-Way Agreement between the City of Dyersville and Comelec Internet Services, LLC. for the Installation of Fiber Optic Cables on July 1, 2019; and,

WHEREAS, the City previously authorized and entered into a Right-of-Way Agreement (the “Right-of-Way Agreement”) attached hereto as Exhibit A with Comelec Internet Services, LLC. (the “Original Grantee”), pursuant to which the Original Grantee agreed to undertake the installation and maintenance of fiber optic conduit within the City of Dyersville; and,

WHEREAS, under the Agreement, assignment of rights and responsibilities thereunder was not assigned; and

WHEREAS, the Original Grantee has requested that the City consent to the assignment of all of its rights and responsibilities under the Agreement to ImOn Communications, LLC (the “Successor Grantee”); 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. The Original Grantee assigns to the Successor Grantee the obligations and entitlements of the Right-of-Way Agreement.
2. The Successor Grantee assumes all obligations and entitlements of the Right-of-Way Agreement, subject to all conditions and restrictions therein.
3. The City hereby releases the Original Grantee from and relieves the Original of its obligations under the Right-of-Way Agreement.
4. The City hereby consents to this Assignment and Assumption of Right-of-Way Agreement to Successor Grantee.
5. This Agreement shall be for the express benefit of City, the Original Grantee and the Successor Grantee and no other person.

6. This Agreement constitutes the entire understanding of the parties hereto with respect to the obligations contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. No representations, warranties, undertakings or promises, whether oral, implied, written or otherwise, have been made by either party to the other unless expressly stated in this Agreement and the Right-of-Way Agreement, or unless mutually agreed to in writing between the parties thereto after the date hereof, and neither party has relied upon any verbal representations, agreements or understandings not expressly set forth herein.

[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

Comelec Internet Services, LLC

By _____

ImOn Communications, LLC

By _____

Exhibit A