

## **RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF DYERSVILLE AND AUREON NETWORK SERVICES FOR THE INSTALLATION OF FIBER OPTIC CABLES**

Execution of this Right-of-Way agreement (“Agreement”) hereby grants Aureon Network Services (“Grantee”) the perpetual right to install, operate, and maintain a 2-inch fiber optic conduit within the public street right-of-way (“Right-of-Way”) within the City of Dyersville, Iowa (“City”). The approved and authorized route is shown in Exhibit “A”.

The conditions of this Agreement are as follows:

1. Any above-ground installations shall be mounted on existing poles through private agreement(s) with existing franchise holders. Grantee will not be allowed to erect additional poles on the Right-of-Way within the City of Dyersville.
2. All underground cables must be installed using directional boring technology except where open excavations are necessary for beginning or terminating a directional bore.
3. The Grantee’s equipment and facilities shall be installed following good engineering practices and shall be located and constructed so as to not endanger or interfere with the lives of persons, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic on public ways, places or structures. The installation, construction, maintenance and operation of the fiber optic conduit system shall be in accordance with all applicable laws, ordinances, regulations, and codes of the State of Iowa and City of Dyersville. All street lanes, sidewalks and recreation trails must remain open to traffic during the Grantee’s installation work.
4. If at any time and after reasonable notice is given that the City requires the relocation of the Grantee’s facilities along the city’s right-of-way, the Grantee shall complete the relocation at its own expense. Such relocation may include moving and relaying or lowering underground conduits or associated fixtures so that the city’s project or work is not impeded. The Grantee’s relocation work shall be completed in a timely manner and shall be coordinated with the City Administrator so that the city’s project or work is not delayed. The City shall not unreasonably require the Grantee to relocate its cables.
5. If the City, in its sole discretion, determines that there is insufficient space available in any City Right-of-Way to accommodate an installation or relocation of Grantee’s cables, Grantee shall reroute its cables via City Right-of-Way where sufficient space is available.
6. All backfilling and surface restoration following any necessary open excavations shall be accomplished by Grantee in accordance with City’s requirements in effect at the time of the excavation. Grantee shall, at its expense, replace and restore all Rights-of-Way to a condition substantially similar to the condition of the Right-of-Way existing immediately prior to the commencement of work. In the case of any disturbance of pavement, sidewalks, driveways, lawns, or any other surface within the Right-of-Way, Grantee shall, at its expense, promptly replace, restore, and

maintain same to the same condition. Restoration of lawn surfaces shall be by sod or other restoration methods approved by the City.

7. Before the commencement of operations, Grantee shall procure and maintain insurance in such amounts and kinds of coverage as may be required by the City. Grantee shall maintain such insurance with insurance companies authorized to do business in the State of Iowa. All policies shall name City, its employees, agents, and officers as additional insureds. Any such policy shall provide that it may not be cancelled or the amount of coverage altered without thirty (30) days written notice to the City Administrator. Similar coverage shall be provided for any contractors or subcontractors of Grantee.
8. All work shall conform to all applicable safety, construction, and technical specifications and codes and standards as well as all federal, state, county, and city construction requirements.
9. Grantee shall participate in and use Iowa One Call in advance of the commencement of work.
10. Grantee shall not be entitled to damages from City resulting from the closing, vacation, or relocation of any streets, alleys, or right-of-way.
11. City shall have the right to inspect or correct all construction and installation work in order to ensure compliance with the terms of this Agreement, City Code, or State law.
12. Grantee shall not be relieved of any of its obligations by reason of City's failure to enforce prompt compliance.
13. Grantee agrees to indemnify, protect, and hold the City of Dyersville harmless from and against any and all liability claims, losses, costs of investigation and defense, and damage to property or bodily injury or death to any person, which may arise out of or be caused by the erection, construction, replacement, removal, maintenance, or operation of Grantee's fiber optic system caused by any negligent act or negligent failure to act on the part of the Grantee, its agents, contractors, subcontractors, officers, or employees.
14. This Agreement and all rights hereunder may not be assigned by Grantee.
15. The Grantee shall obtain a notice to proceed verifying the proposed route as set forth in Exhibit "A" from the City Administrator prior to beginning of any facility installation. In addition, the Grantee shall agree to install a new 1-1/4 inch fiber optic conduit or greater size for the City at no additional cost. In exchange, the City shall agree to charge no additional fees to the Grantee unless otherwise provided in this agreement and be responsible for the placement of any handholes and any associated costs with them.
16. Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

CITY OF DYERSVILLE, IOWA

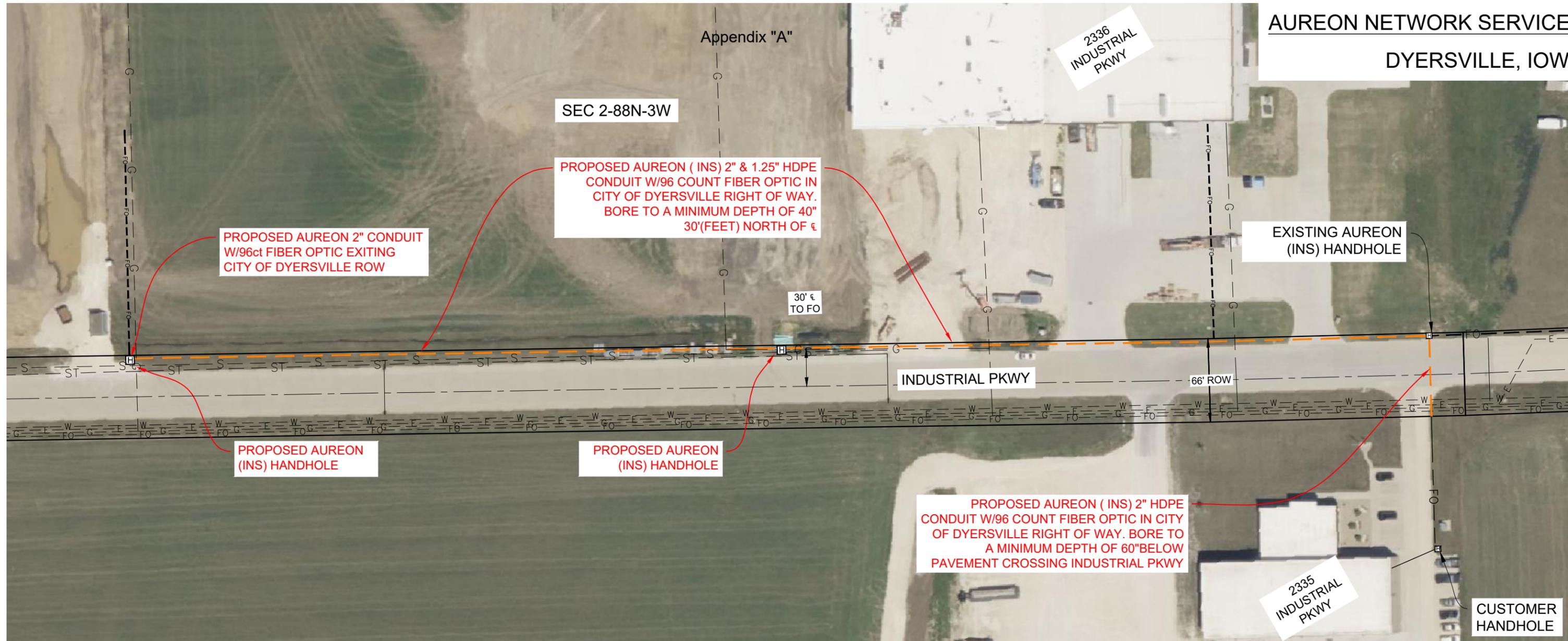
AUREON NETWORK SERVICES

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**NOTES**

1. ALL ROADS, PAVED DRIVEWAYS AND SIDEWALKS WILL BE BORED.
2. DISTANCES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR WILL FIELD VERIFY CONDITIONS AND MATERIALS NEEDED PRIOR TO CONSTRUCTION.
3. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). CONTRACTOR TO OBTAIN ALL APPLICABLE PERMITS INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS. ALL PERMITS SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
4. THERE ARE NO LANE CLOSURES OR TRAFFIC DISRUPTIONS ANTICIPATED WITH THIS PROJECT.

**UTILITY WARNING**

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM MAPS AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

**PROPOSED:**

- PROPOSED FIBER LENGTH= 1100 LF (0.21 MILES)
- █ DIRECT BURY=0 LF
- ▨ BORE=1100 LF
- H PROPOSED HANDHOLES = 2

**LEGEND**

FIRE HYDRANT		SIGN	
TELEPHONE LINE		POWER POLE	
CABLE TELEVISION LINE		TELEVISION PEDESTAL	
FIBER OPTICS LINE		SANITARY SEWER MANHOLE	
WATERMAIN		STORM SEWER MANHOLE	
STORM SEWER		ROUND STORM SEWER INTAKE	
SANITARY SEWER		STORM SEWER INTAKE	
GAS LINE		UNDERGROUND CONDUIT	
ELECTRIC LINE		HANDHOLE	
OVERHEAD ELECTRIC LINE		FIBER OPTIC VAULT	
EOP = EDGE OF PAVEMENT		FIBER OPTIC MANHOLE	
NA = NOT APPLICABLE		BORING RIG=BR	
BC =BACK OF CURB		TELEPHONE PEDESTAL	
€ =CENTERLINE		WATER VALVE	



**AUREON™**

PROJECT NO. \_\_\_\_\_  
DYERSVILLE, IOWA Sheet 1 of 2

#	REVISION	DATE	NAME	SCALE:
1		10/5/23		
2		12/8/23		

SCALE: 0' 20' 40' 80'

DATE: 9-19-2023

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES