

UNFINISHED BUSINESS

After Recording Return to:
Unicom Inc.
Attn.: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, AK 99503

**LAND ENTRY PERMIT
and
AGREEMENT TO GRANT EASEMENT AND RIGHT OF WAY**

This Land Entry Permit and Agreement to Grant Easement and Right of Way (the “Agreement”) is made between City of Dillingham, an incorporated city in the Dillingham Census Area, Alaska, with offices at 141 Main Street, Dillingham, AK 99576 (“Grantor”) and Unicom, Inc., an Alaska corporation, with offices at 2550 Denali Street, Suite 1000, Anchorage, AK 99503 (“Grantee”).

Grant of Land Entry Permission

WHEREAS, the objective of Grantee’s Airraq Project (“the project”) is to provide high speed internet (broadband) service to the Western Alaskan communities of Platinum, Quinhagak, Eek, Napaskiak, Oscarville, Bethel, Tuntutuliak, Atmoutluak, Nunapitchuk, and Kasigluk;

WHEREAS, the project will require the installation of fiber optic cable (“FOC”) and facilities including a beach manhole (“BMH”) on Grantor’s property; and

WHEREAS, Grantee anticipates that construction will begin in May 2024 with an anticipated completion date of December 31, 2026;

NOW THEREFORE, Grantor hereby irrevocably gives permission to Grantee to enter upon and use the land described below (the “Property”) in accordance with the terms of this Agreement:

The SE1/4 of SEC36, T13S, R56W within the Seward Meridan, Alaska.

The preliminary figure attached hereto, and designated as Exhibit A was developed for the purpose of installing FOC and facilities, and includes the locations of the following project components:

Fiber Optic Cable (FOC): The project will extend the existing FOC network from Dillingham. Lightweight submarine cables will be used when crossing wetlands, and armored submarine cable will be used where crossing rivers. The final FOC easement will be 20 feet wide (10 feet each side of the FOC centerline).

Beach Manhole (BMH): BMHs are excavated manholes that provide connection points between submarine cable and terrestrial cable. The BMH will be constructed to contain the connections for the FOC to transition from water to land. The footprint of the BMH will be approximately 3 feet by 4 feet.

Agreement to Grant Permanent Easement and Right of Way

1. Land entry permission for Grantee shall extend from April 15, 2024 and continue until the completion of the installation of the above-described FOC, facilities, as-built survey, and execution of subsequent easement and right of way documents;
2. Grantor authorizes the land use necessary to construct the herein described FOC and facilities;
3. The exact location of the FOC and facilities will be determined upon completion of construction;
4. Grantee will record an as-built survey of the entire Airraq project following completion of project construction;
5. Following completing construction, Grantee will provide Grantor with an Easement and Right of Way Agreement which shall include a parcel plat prepared by a registered land surveyor identifying the as-built centerline of the Easement within Grantor's property;
6. Grantor, and its successors and assigns, hereby agree to execute a perpetual agreement across the surface estate of the Grantor's real property described in the Easement and Right of Way Agreement to be executed by the Grantee and delivered to Grantor upon completion of the project as-built.
7. The fully executed Easement and Right of Way Agreement shall be recorded by the Grantee, in the appropriate recording district, and a copy will be delivered to the Grantor.

Dated this _____ day of _____, 2024.

GRANTOR: CITY OF DILLINGHAM

By: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF ALASKA)
) ss:
_____ Judicial District)

On this ____ day of _____, 2023 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public in and for the State of Alaska
My Commission Expires: _____

Dated this _____ day of _____, 2024.

GRANTEE: UNICOM, INC

By: _____

Title: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF ALASKA)
) ss:
_____ Judicial District)

On this _____ day of _____, 2023 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____, the Grantee known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public in and for the State of Alaska
My Commission Expires: _____

EXAMPLE

After Recording Return to:
Unicom Inc.
Attn.: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, AK 99503

EASEMENT AND RIGHT-OF-WAY AGREEMENT

This Easement and Right-of-Way Agreement (“Easement”) is made between _____, a _____ with offices at _____ (“Grantor”) and Unicom Inc., an Alaska corporation, with offices at 2550 Denali Street, Suite 1000, Anchorage, AK 99503 (“Grantee”).

1. Grant of Easement. Grantor, for \$10 and other valuable consideration, hereby grants, warrants and conveys to Grantee, its successors and assigns, and Grantee accepts, a perpetual 20 foot wide easement and right of way (collectively, “Easement”) across the surface estate of the real property described herein, together with the right of ingress and egress over the adjacent lands of Grantor, its successors and assigns, for the purposes of this Easement.

2. Permitted Uses. The Easement may be used by Grantee and its successors and assigns, affiliates, contractors, subcontractors, agents, representatives, employees and delegates to locate, access, construct, add to, reconstruct, alter, operate, repair, maintain, upgrade, improve and remove above ground and underground telecommunication facilities and services, including, without limitation, antennas, lines, wires, cables, vaults, poles, conduits, guy wires, and pedestals (collectively, “Permitted Uses”). Grantee may allow joint usage of the Easement by other persons on the same terms and conditions as Grantee is entitled to use the Easement. Grantee may assign this Easement to a party to whom Grantee has assigned all of its rights and obligations with respect to the facilities and services for which this Easement was granted.

3. Location of the Easement. Grantor does hereby grant an Easement 20 feet in width, 10 feet on each side of the centerline, across Grantor's surface estate interest in the property described as follows:

EXAMPLE

[Insert legal description, including recording district.]

[By one year from the date hereof, Grantee shall record a parcel plat prepared by a registered land surveyor identifying the as-built centerline of the Easement across Grantor's property. The recorded as-built survey shall define the specific location of this Easement.] ***(Only include this paragraph if an As Built will be done.)***

4. Ownership of Equipment. Grantor agrees that all equipment, including but not limited to antennas, lines, wires, cables, vaults, poles, transformers, conduits, guy wires, substations and pedestals ("Equipment") installed on the property at Grantee's expense shall remain the property of Grantee, removable at the option of Grantee.

5. Ownership Covenant. Grantor covenants that it is the owner of the above described lands and is legally capable of granting and is authorized to grant, the Easement.

6. Easement Running with the Land. The Easement granted and the covenants, conditions, and terms of this Easement shall constitute covenants to run with the land covered by the Easement, and shall be binding upon Grantor and Grantee herein, and upon all other persons and parties claiming through Grantor or Grantee, and for the benefit of and limitation upon all future owners of said land and premises.

7. Non-Interference. Grantor covenants and agrees that it shall not interfere or allow other persons to interfere with Grantee's Permitted Uses of the Easement.

8. Indemnity. Grantee shall defend, indemnify and hold harmless Grantor from and against all claims, obligations and liabilities for personal injury, death or property damage occurring on the Easement to the extent that they are legally caused by the fault of Grantee or its affiliates, contractors, representatives, agents, employees or joint users who are using the Easement with Grantee's permission.

9. Governing Law. It is agreed that this Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Alaska. Grantee agrees it will comply with all applicable laws, regulations and ordinances in the use of the Easement.

IN WITNESS WHEREOF, each party to this Easement has caused it to be executed on the date both parties have signed this Easement.

GRANTOR: OWNER

By: _____
Name: _____
Its: _____
Date: _____

EXAMPLE

GRANTEE: GCI COMMUNICATION CORP.

By: _____
Name: _____
Its: _____
Date: _____

STATE OF ALASKA.)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____
by (name of officer or agent, title of officer or agent) of (name of corporation
acknowledging) (state or place of incorporation) corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____
by (name of officer or agent, title of officer or agent) of (name of corporation
acknowledging) (state or place of incorporation) corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____

NEW BUSINESS