

# EXAMPLE

## EASEMENT AND RIGHT-OF-WAY AGREEMENT

This Easement and Right-of-Way Agreement (“Easement”) 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”).

1. Grant of Easement. Grantor, in exchange for a one-time \$100,000.00 payment 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:

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[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.

10. Recordation. This Easement shall not be recorded. Contemporaneously with the execution of this Easement, the parties shall execute a recordable Memorandum of Easement. The fully executed Memorandum of Easement shall be recorded by Grantee in the appropriate recording district and a copy shall be delivered to the Grantor.

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

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GRANTOR: OWNER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

GRANTEE: GCI COMMUNICATION CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_