

After recording return to:

Alyrica Networks, Inc.
526 N 19th St.
Philomath, OR 97370

Grantor:

City of Sweet Home
3225 Main Street,
Sweet Home OR 97386

Grantee:

Alyrica Networks, Inc.
526 N 19th St.
Philomath, OR 97370

COMMUNICATION UTILITY EASEMENT

THIS EASEMENT FOR COMUNICATION UTILITIES is entered into this day of February 13, 2024, between the City of Sweet Home, an Oregon Municipal Corporation, 3225 Main Street, Sweet Home OR 97386, (“Grantor”), and Alyrica Networks, Inc. 526 N 19th St. Philomath, OR 97370 (“Grantee”).

RECITALS

- A. Grantor is the owner of the real property more particularly described as: Lot 5, of Block 1 of Sweet Home Proper, Linn County, Oregon. (the “Burdened Property”).
- B. Grantee is a communication service provider.
- C. Grantor desires to grant a perpetual exclusive utility easement to the Grantee for communication utilities to be located on a portion of the Burdened Property described on Exhibit A and depicted on Exhibit B (the “Utilities Easement”).

NOW, THEREFORE, in consideration of the agreements and grants of easement contained herein, the parties agree as follows:

- 1. **Utility Easement.** Grantor grants to Grantee a perpetual, appurtenant, exclusive easement for the installation, operation, maintenance, repair, and replacement of communication utility equipment of Grantee above, below, and across the Utilities Easement property.
- 2. **Consideration.** In consideration for the value of this Easement, Grantee agrees to provide 20 months of 1 Gbps Business Internet service at one location, or an equivalent value distributed across multiple locations above and beyond any commitments Grantee has made to Grantor in any other agreements. The value of such service currently being approximately \$6,000.
- 3. **Access for Operation, Repair and Maintenance of Utilities.** Grantee shall have the right of ingress and egress for the operation, maintenance, repair, and replacement of the utilities within the Utilities Easement by use of the same roadways used by Grantor to access the area adjacent to the Utilities Easement.

4. **Operation and Maintenance of Utilities Easement.** Grantee shall pay all costs of the maintenance, repair and replacement of the utilities constructed above, below and across the Utilities Easement, including, but not limited to, the replacement or restoration of any landscaping and other site improvements to substantially the same condition as they were in immediately prior to the maintenance, repair or replacement of the utilities within the Utilities Easement. All work shall be performed in a good and workmanlike manner and prosecuted diligently to completion. The Grantee shall keep the Utility Easement area, equipment shells, pavement surface, and fencing clean from debris and in good appearance and repair. No communication utility equipment shall be higher than the assigned run height for pole attachments unless approved by Grantor which approval shall not be unreasonably withheld.
5. **Indemnification.** Grantee shall indemnify and defend Grantor from any claim, loss, or liability, including any attorney fees and costs arising out of or related to any activity of Grantee, Grantee's agents, construction workers, servants, customers, tenants, subtenants and licensees on the Burdened Property or for any condition of the Burdened Property in any way related to Grantee's work on the Burdened Property, including, but not limited to, the Utilities Easement.
6. **Specific Performance.** In the event that either of the parties shall fail to perform any of the agreements herein, the other party, in addition to any other remedies available either in law or in equity, shall be entitled to specific performance.
7. **Attorneys Fee.** In the event suit or action is instituted by a party to this Agreement to enforce any of the terms and provisions of this Easement Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses at trial and on appeal.
8. **Easement to Run With the Land.** The easement set forth above is intended to be a covenant which runs with the land. It shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective successors and assigns, and all future owners of an interest in the Burdened Property. Notwithstanding and other terms or provisions of this easement it shall automatically terminate with no further action by either party if and when Grantee or its successors or assigns has no valid franchise through Grantor whereupon Grantee, its successors or assigns, shall remove all equipment and other personal property, at Grantee's own expense, and leave the Burdened Property in the same condition as the surrounding property.
9. **Notices.** Any notice required or permitted under this Agreement shall be deemed to have been duly given when actually delivered or when deposited in the United States certified mail, postage prepaid, address to the party and/or its successors or assigns.
10. **Counterpart Signatures.** This Agreement may be signed in counterparts.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

The parties hereto have executed this Agreement on the date first above written.

Grantor:

City of Sweet Home,
an Oregon Municipal Corporation

Grantee:

Alyrica Networks, Inc.

By: Kelcey Young

By: _____

Its: City Manager

Its: _____

By: Susan Coleman

Its: Mayor

State of Oregon)
) ss.
County of Linn)

This instrument was acknowledged before me on the _____ day of _____, 2024 by _____, as _____ [title] of the City of Sweet Home, State of Oregon.

Notary Public for _____

My Commission Expires: _____

State of Oregon)
) ss.
County of Linn)

This instrument was acknowledged before me on the _____ day of _____, 2024 by _____, as _____ [title] of Alyrica Networks, Inc.

Notary Public for _____

My Commission Expires: _____

Exhibit A

Communications Easement – Legal Description

A portion of that property conveyed to the City of Sweet Home by Linn County Deed Vol. 234, Page 35 for the purpose of a telecommunications equipment easement located in Lot 5, Block 1, Sweet Home Proper, located in the Northeast 1/4 of Section 31, Township 13 South, Range 1 East, Willamette Meridian, City of Sweet Home, Linn County, Oregon, more particularly described as follows:

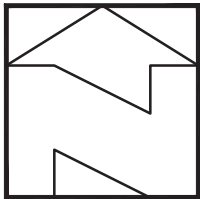
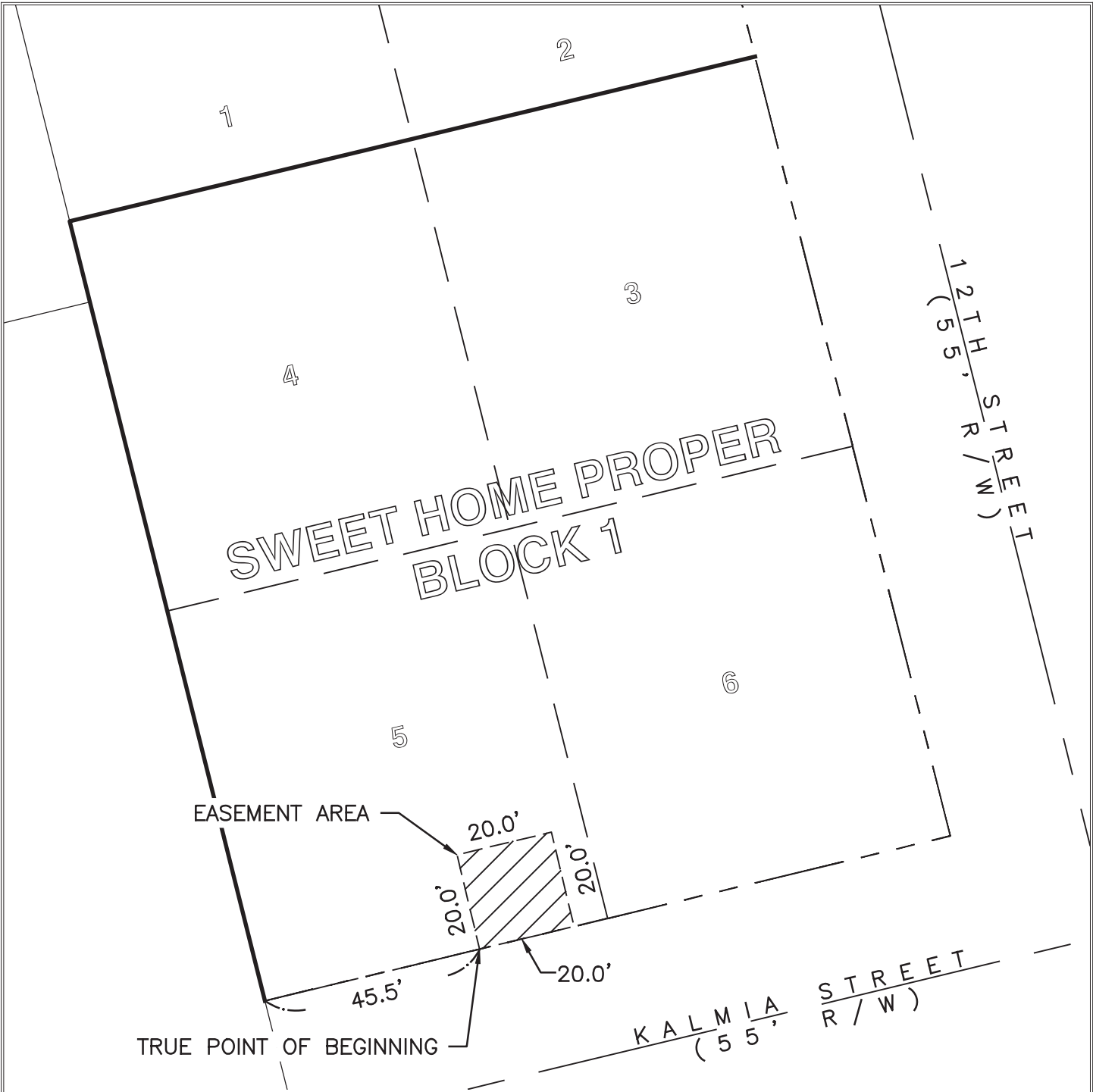
Beginning at the Southwest corner of Lot 5, Block 1, Sweet Home Proper, as platted in C.S. 1903-B; thence Easterly along the South line of said lot, 45.5 feet to the True Point of Beginning; thence continuing Easterly along the South line of said lot, 20.0 feet; thence Northerly, perpendicular to the South line of said lot, 20.0 feet; thence Westerly, parallel with the South line of said lot, 20.0 feet; thence Southerly, perpendicular to the West line of said lot, 20.0 feet to the True Point of Beginning.



DIGITALLY SIGNED



RENEWS: 06/30/2024









**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

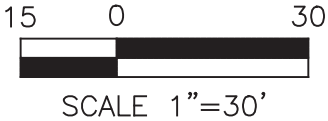
DIGITALLY SIGNED

OREGON
MAY 26, 2015
PETER J. SEADERS
60183PLS

RENEWS: 06/30/24

LEGEND

-  SUBJECT PROPERTY BOUNDARY
-  ADJACENT PROPERTY LINES
-  CENTERLINE
-  RIGHT OF WAY
-  EASEMENT LINES
-  LOT LINES



DATE	12-15-2023
SCALE	1" = 30'
DRAWN	BMH
FILE	23196

**EXHIBIT B
TELECOM EQUIPMENT EASEMENT**