

PASSED

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.
07-6-27-9

IN THE MATTER OF GRANTING A UTILITY EASEMENT
TO LIGHT SPEED NETWORKS, INC. FOR \$3,500 OVER
COUNTY OWNED PROPERTY IDENTIFIED AS MAP NO.
17-03-29-40-00400 (MENTAL HEALTH PROPERTY AT 2411
MARTIN LUTHER KING BLVD)

WHEREAS this matter now coming before the Lane County Board of Commissioners and said Board deeming it in the best interest of Lane County to grant an easement to Lightspeed Networks, Inc. for installation of fiber optic cable over a portion of the following described property

Map # 17-03-29-40-00400, commonly known as 2411 Martin Luther King Blvd., Eugene.

WHEREAS said real property is owned by Lane County and

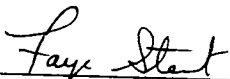
WHEREAS said real property is currently encumbered with utility easements granted to EWEB and

WHEREAS the easement being granted to Lightspeed Networks Inc. will lie within existing utility easements and will not encumber additional property

IT IS HEREBY ORDERED that, pursuant to ORS 275.090 that a utility easement substantially similar to attached "Exhibit A" be granted to Lightspeed Networks, Inc. for consideration of \$3,500, that the Board execute said easement and that the proceeds be disbursed to the General Fund of the County through account 124-5570260-446120.

IT IS FURTHER ORDERED, that this Order shall be entered into the records of the Board of Commissioners of the County.

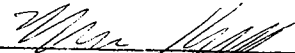
DATED this 27th day of June, 2007.



Faye Stewart, Chair, Board of County Commissioners

APPROVED AS TO FORM

Date 6-14-07 lane county



OFFICE OF LEGAL COUNSEL

IN THE MATTER OF GRANTING A UTILITY EASEMENT TO LIGHT SPEED NETWORKS, INC. FOR \$3,500
OVER COUNTY OWNED PROPERTY IDENTIFIED AS MAP NO. 17-03-29-40-00400 (MENTAL HEALTH
PROPERTY AT 2411 MARTIN LUTHER KING BLVD)

EXHIBIT "A"

EASEMENT AGREEMENT

This easement agreement is made by and between Lane County, a political subdivision of the State of Oregon, as Grantor and LightSpeed Network Inc., DBA LS Networks, 921 SW Washington Street, Suite 370, Portland, Oregon 97205-2824 as Grantee.

WHEREAS, Grantor is owner of certain real property identified as Assessor's map No. 17-03-29-40-00400 and more particularly described as:

That certain property as described in County Survey # 33853 filed October 15, 1996, Lane County Surveyor's Office.

WHEREAS Grantee wishes to secure an easement under a portion of Grantor's property for the purpose of installing fiber optic cable with said portion on which said easement will be located being more particularly described as:

A ten foot wide utility easement located 5' on either side of a centerline described as follows:

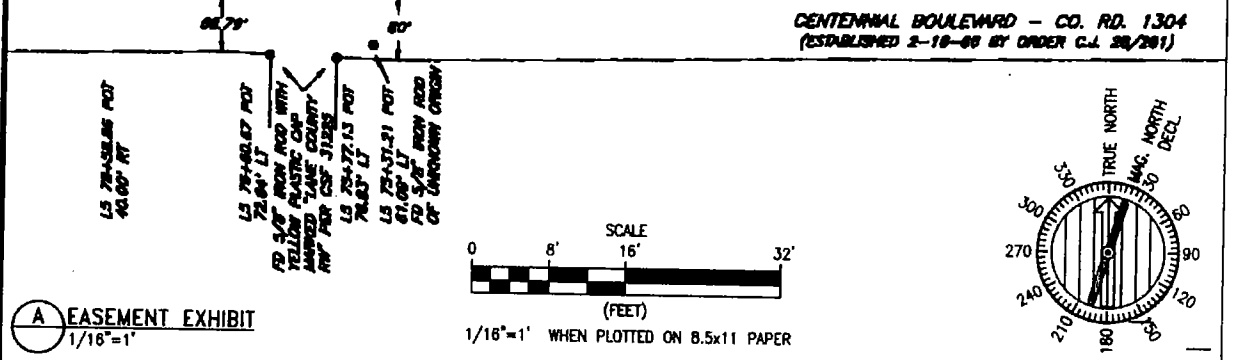
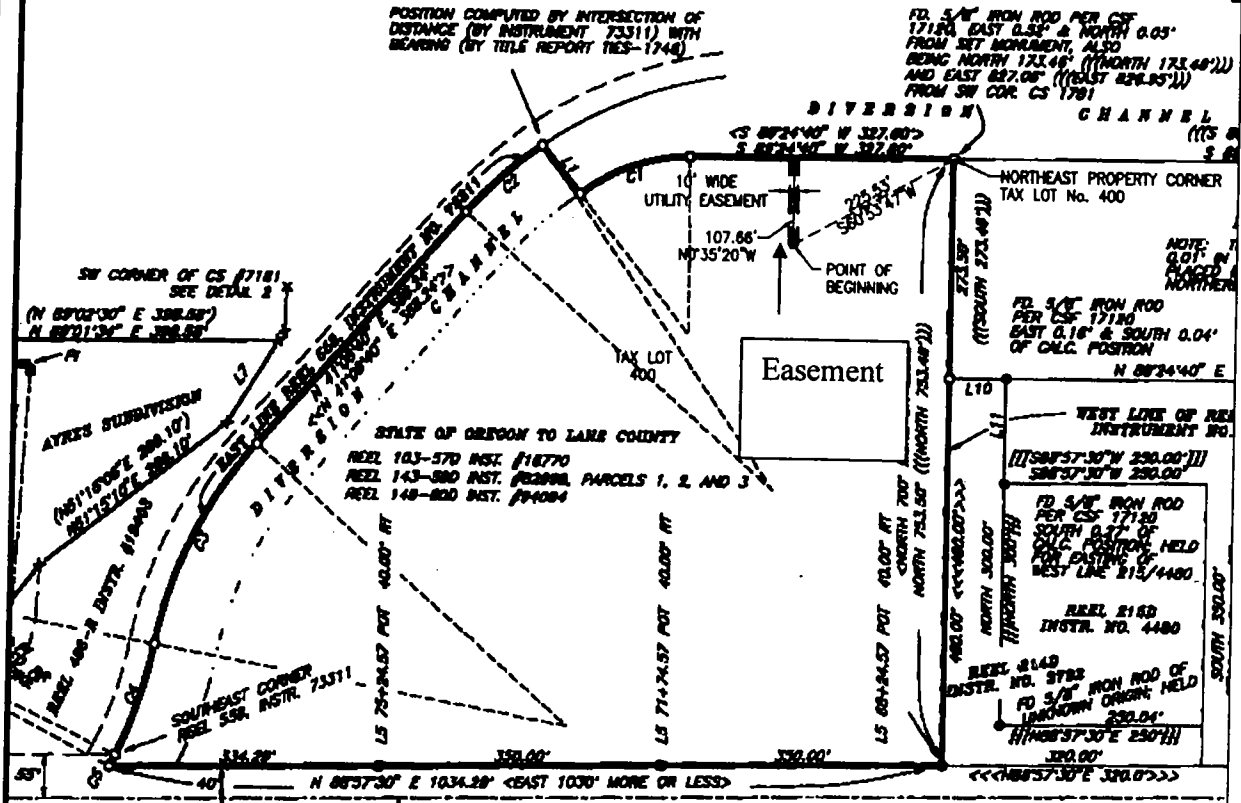
From a point of beginning located 225.53', South 60 degrees 53 minutes 47 seconds West of the Northeast corner of Grantor's herein described property; thence North 0 degrees 35 minutes 20 seconds West approximately 107.66 feet to the North property line of said Grantor's property (a diagram is attached as Exhibit "A").

Grantor, in consideration of \$3,500 received from Grantee, hereby grants to Grantee, its heirs, assigns and successors in interest, a non-exclusive easement for installation of fiber optic cable under a portion of Grantor's property as described above subject to the following terms and conditions:

1. Grantee, subject to applicable rules, regulations and laws of regulatory agencies, shall have the right to construct, install, operate and maintain a conduit for placement of fiber optic cable under the easement area. Said easement area shall extend to a depth of ten (10) feet below ground level.
2. Grantee shall have the right to enter Grantor's property for the purpose of constructing said conduit and installing the fiber optic cable. Entry during construction shall be limited between the hours of 6:00AM - 6:00 PM. Grantee may remove brush and debris within the easement area necessary for construction and installation.
3. Upon completion of construction and installation said right to enter Grantor's property shall cease and Grantee's right to enter Grantee's property shall be limited to entry required for maintenance and repair of said conduit and fiber optic cable. Maintenance shall include clearing the easement area of brush, debris and other materials which impairs Grantee's use of the easement.
4. Grantee shall be responsible for the removal from Grantor's property of all debris, waste and similar materials resulting from construction or maintenance of the easement area. Grantor's property shall be returned to a condition substantially similar to its condition prior to construction or maintenance of the easement area.

5. Grantee acknowledges that Grantor has previously granted easements to the City of Eugene, Eugene Water and Electric Board and other parties which may include the easement area granted herein. It is specifically understood and agreed by grantee, and made a restriction and condition upon each and every right granted herein, that the rights hereby conveyed to grantee are inferior to, subject to, and in no way effective insofar as they may be inconsistent with any prior existing easement which may exist within the easement area granted herein or the interest of any party, public or private, in or to any of grantor's property, whether by easement, title, or other interest.
6. Grantee, its heirs, successors, assigns and contractors shall hold Grantor, its Commissioners, officers, agents and employees, harmless from any claims or liability resulting from or in connection with the construction, maintenance or use of the easement by Grantee, its heirs, successors, assigns, contractors, subcontractors, invitees or guests or any other party, known or unknown whether given permission by Grantee to use said easement or not.. Prior to commencing construction, Grantee shall provide Grantor with a Certificate of Insurance noting general liability coverage of not less than \$1,000,000.00. Said Certificate shall name Lane County, its Commissioners, officers, agents and employees as additional insureds.
7. Said easement shall be considered as being vacated by Grantee, its heirs, successors and assigns in the event said easement is not used, or is otherwise abandoned, for a period of 5 consecutive years.
8. Said easement is subject to liens and encumbrances of record.
9. This grant of easement shall run with the land and shall be binding on and shall inure to the benefits of Grantor and Grantee, their heirs, successors and assigns.
10. In addition to any other consideration given to Grantor under this agreement, Grantee, at Grantee's sole expense, shall install in the easement area an additional conduit capable of housing fiber optic cable. Said conduit shall become the property and responsibility of Grantor upon installation and shall be for Grantor's sole use. Said conduit shall run parallel with the conduit being installed for Grantee's use.

T. 17 S., R. 3 W., SEC. 29 SE 1/4



LS Networks
 921 SW Washington St., Ste. 370
 Portland, OR 97205
 503-294-5300
 214-889-4529 fax

CAS
 C.A. Simon and Associates, Inc.
 605 E. McLoughlin Blvd.
 Vancouver, WA 98663-3358
 360-694-6019 fax 360-694-6225

PROJECT NAME AND NUMBER LS NETWORKS SLOCUM EWEB FIBER PROJECT			
DESCRIPTION FIBER EASEMENT AT TAX LOT 400			
ADDRESS T.17S., R.3W., S. 29 SE 1/4			
TITLE FIBER EASEMENT AT TAX LOT 400			
DRAWING NO.			
DATE 5-21-07	SCALE 1/16"=1'	SHEET 1 OF 1	Rev 1

