

## MASTER INDEFEASIBLE RIGHT OF USE AGREEMENT

This Master Indefeasible Right of Use Agreement ("Agreement"), dated Sept 5, 2013, is entered into between City of Newport, a political subdivision of the State of Oregon, hereafter "City", and CoastCom, Inc., an Oregon corporation, hereinafter called "CoastCom." CoastCom and City may be referred to herein individually as a "Party" or collectively as the "Parties" to this Agreement.

Recitals:

Whereas, City and CoastCom ("the Parties") each own certain fiber optic cables and conduit systems in and around Newport, Oregon, and,

Whereas, both Parties desire to enter into long term Indefeasible Right of Use's (IRU) to allow each Party access to and use of the other Parties Facilities under the specific terms and conditions as detailed and described in this Agreement.

Now therefore, it is agreed:

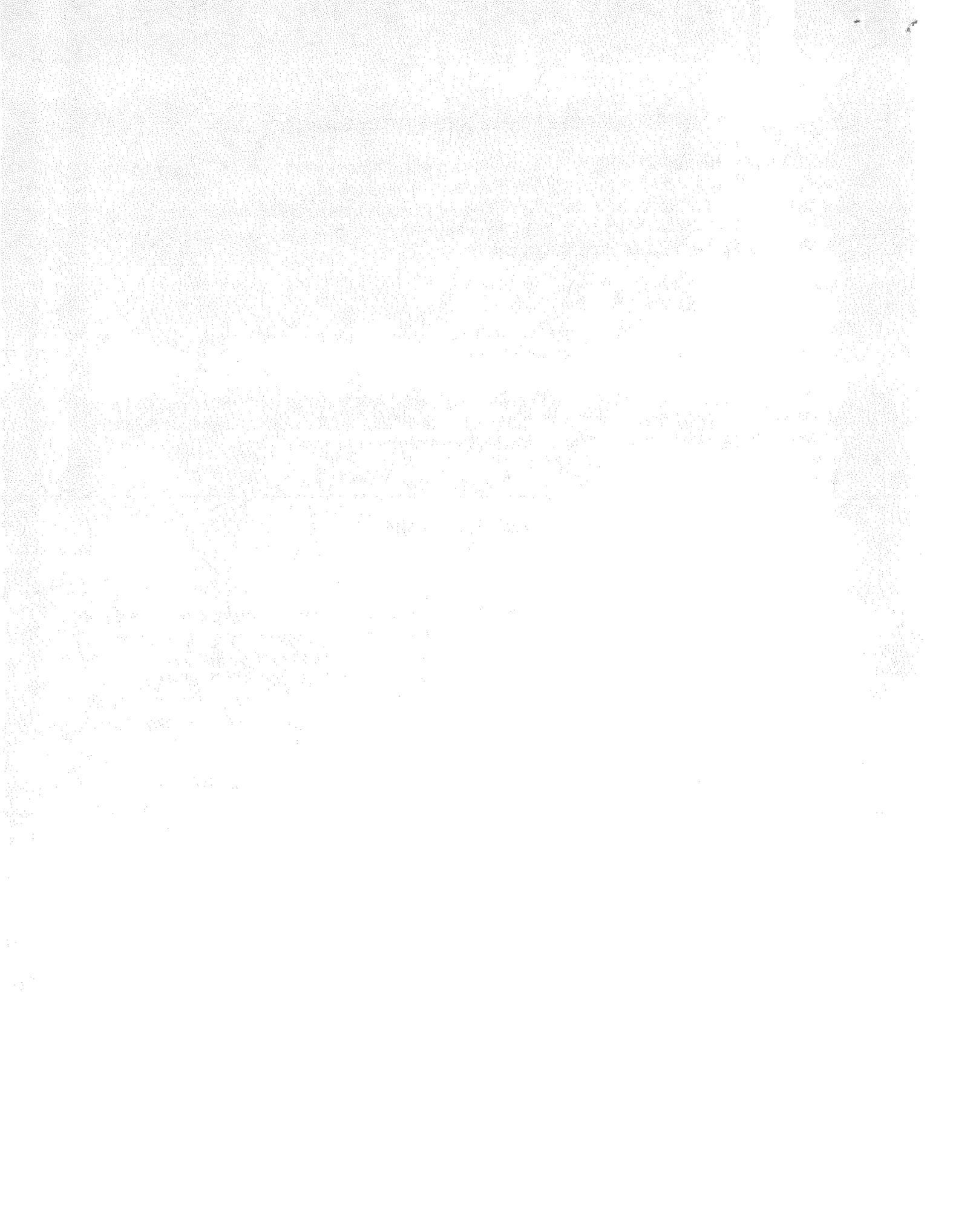
### 1. DEFINITIONS; PURPOSE AND EFFECT, CONFLICT

#### 1.1 Definitions

1.1.1 Facilities means any and all equipment, equipment housing or locations, vaults, conduit, fiber, cables, wire, fixtures, connections, attachments, appurtenances, and accessories which are necessary or incidental to the use of the Parties' fiber system, whether located above or below ground. Facilities do not include any optical or electronic equipment either Party may use in the provisioning of service over any of the above listed Facilities.

1.1.2 Maintenance and Operations includes but is not limited to: the operating, monitoring, repairing, responding to locate requests, restoring, removing, relocating, maintaining, marking, mapping, or locating of Facilities. However, it does not include any electronics or optronics attached to the Facilities.

1.2 Purpose and Effect. The purpose of this Agreement is to provide each Party access to and use of specific "dark" fiber optic strands in existing fiber optic cable routes, as more specifically described in the attached exhibits which by this reference are incorporated into this Agreement, and access to and use of specific conduits and vaults, as more specifically described in the attached exhibits, in underground routes owned by the other Party. This Agreement supersedes all previous oral or written agreements and shall serve as the sole Master Agreement for the Parties. Either Party may submit for approval by the other Party, an addendum to this Agreement that details the specific type of Facilities requested and the term and consideration of an IRU for each of those Facilities. These



addenda shall be known as IRU Order Forms (which are attached hereto and by this reference incorporated herein). The exclusive, indefeasible right of use in and access to the Facilities listed on the IRU Order Form shall be considered part of this Agreement effective on the date each such IRU Order Form is signed by both Parties.

- 1.3 Conflict. In the event of a conflict between this Agreement and the Franchise Agreement signed on July 17, 2013 by the Parties, the Franchise Agreement terms shall prevail unless this Agreement expressly provides that a specific provision shall supersede and take precedence over a specific provision within the Franchise Agreement.

## **2. TERM AND RENEWAL TERM**

- 2.1 The term of this Agreement shall be provided in each individual IRU Order Form attached. Upon expiration of an original term, as listed on the IRU Order Form, each term shall be subject to automatic one year renewals. Automatic renewal terms shall be for consecutive one year periods unless either Party provides notice of its intent not to renew at least 30 days prior to the then current original or renewal term.

## **3. FACILITIES**

- 3.1 There are multiple types of Facilities covered in this Agreement, the most common being dark fiber and conduit systems. These Facilities have different physical characteristics and will be addressed and fully described in the IRU addendums to this Agreement to govern the responsibilities of both the receiving and providing Party.

## **4. CONSIDERATION**

- 4.1 The consideration for the IRU's covered under this Agreement is listed on each individual IRU Order Form. It is the intent of the Parties that an IRU Order Form will be executed for each existing IRU.

## **5. MANAGEMENT, OPERATION AND MAINTENANCE OF FACILITIES**

- 5.1 Each Party will appoint a Facilities Manager to manage designated areas within the fiber system. The initial Facilities Manager for City shall be Richard Dutton, the City's IT Manager, 541-574-0620, or his or her designee. The initial Facilities Manager for CoastCom shall be the President of CoastCom, Greg Palser, 541-574-9999, or his or her designee.
- 5.2 City Operation and Maintenance Duties: City's Facilities Manager shall provide CoastCom with information about and access to City Facilities upon CoastCom's request. City is not otherwise responsible for the Operation and Maintenance of either City or CoastCom Facilities.

- 5.3 CoastCom Operation and Maintenance Duties: CoastCom is responsible for all Operation and Maintenance of City and Coastcom Facilities. CoastCom will also provide City with information and access to the CoastCom Facilities upon request. CoastCom will maintain the physical integrity and operability of both CoastCom and City Facilities during the term of this Agreement.
- 5.4 If either Party changes Facilities Management responsibility, that Party shall provide the other with prior written notification of such changes. Such prior notification should occur at least thirty (30) days in advance of the change, if possible. If 30 days advance notice is not possible or practical, then prior notice must occur no later than one (1) week before the change is to take place.
- 5.5 City agrees to reimburse CoastCom for the actual and documented Operation and Maintenance costs expended by CoastCom on City Facilities, subject to the following:
- 5.5.1 Such costs shall be based on actual time spent and materials used; and
- 5.5.2 For fiber or conduit repairs, City shall reimburse CoastCom on a pro-rata basis, which shall be calculated by determining the number of City fibers in the repaired fiber bundle or conduit compared to the number of fibers owned by CoastCom and/or other non-City entities in the fiber bundle or conduit;
- 5.5.3 For locating underground Facilities, CoastCom will locate all Facilities and will register those Facilities with the Oregon Utility Notification Center within two weeks from the signing of this Agreement. City shall reimburse CoastCom for such locates only if the locate was made to benefit solely City-owned or occupied Facilities and does not benefit any CoastCom or third party Facilities.
- 5.6 Restoration and Relocation Process. City shall be kept fully informed of all determinations made by CoastCom in connection with relocation and restoration. Any such restoration or relocation shall be constructed substantially in accordance with the original construction and subject to Section 5.5 to determine the allocation of costs.

## **6. INTEGRITY OF THE FACILITIES**

- 6.1 CoastCom is responsible for maintaining the physical integrity of the both City and CoastCom Facilities and shall make every commercially reasonable effort to ensure the integrity of the Facilities during the term of this Agreement.
- 6.2 Should any Facilities be damaged or made unusable in any way during the term of this Agreement, CoastCom agrees to make all necessary repairs. If

CoastCom cannot make the necessary repairs within a time period acceptable to both Parties, CoastCom and City agree to work together to provide replacement Facilities necessary to reestablish the integrity of the damaged Facilities, provided that additional replacement Facilities are available. If replacement Facilities are not available or other substitutes cannot be provided as reasonably determined by both Parties, either Party may terminate the addendum to this Agreement that governs the damaged Facilities without further liability, upon notice to the other Party.

## **7. REQUIRED RIGHTS**

- 7.1 Each Party agrees to obtain and maintain the Required Rights in full force and effect for and during the Term of this Agreement (and any addendum made part of this Agreement). "Required Rights" mean those rights, licenses, permits, authorizations, rights-of-way, easements or other approvals from a third party to place a portion of the Facilities in or on the third party's property.
- 7.2 In the event either Party shall receive notice from any entity or provider of a Required Right that either Party has failed to observe or perform its obligations under such Required Right, and neither Party is contesting in good faith the validity of such claimed or alleged failure, the Party that received the notice shall give written notice to the other Party and that Party may, at its option, cure or correct such failure and the first Party shall reimburse the other Party for the pro rata costs and expenses incurred by the other Party in connection therewith.

## **8. FEES, LICENSES AND TAXES**

Each Party shall be responsible for any applicable personal property taxes on property it owns or leases from the other Party or from a third party, franchise and privilege taxes on its business, income taxes based on its net income and sales, use, excise, value added, services, duty, consumption or other taxes assessed on the sale, installation, use or provision of its services. The Parties agree to reasonably cooperate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible.

## **9. DEFAULT/CURE**

- 9.1 Events of Default. If any Party is in breach or default (Defaulting Party), under this Agreement, the other Party or Parties (Nondefaulting Party) may notify in writing the Defaulting Party that it is in breach or default, such notice to be effective upon its receipt by the Defaulting Party. The following events shall constitute breach or default under this Agreement:
- 9.1.1 Failure to perform in any material respect any obligations required to be observed or performed hereunder; or

- 9.1.2 Any representation or warranty made by one Party to another herein proving incorrect in any material respect as of the date of the making thereof; or
- 9.1.3 CoastCom files a voluntary petition in bankruptcy, or a petition in bankruptcy is filed against CoastCom and not dismissed within sixty (60) days, or CoastCom is adjudicated as bankrupt or insolvent, or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Federal, State, or other statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian, liquidator, or similar official of CoastCom, or makes any general assignment for the benefit of creditors; or
- 9.1.4 Willful and material interference by one Party with another Party's operations; or
- 9.1.5 Failure to make full restitution for any damage to one Party's real property or equipment caused as a result of the sole negligent or willful actions by the other Party within a reasonable period of a demand for such restitution.

## 9.2 Remedies

- 9.2.1 Defaulting Party's Right to Cure. The Defaulting Party shall have the right to cure any breach or default under this Agreement within thirty (30) calendar days after the receipt by the Defaulting Party of notification of such breach or default. In the event that any breach or default is of a nature such that it may not reasonably be cured within thirty (30) calendar days, the Defaulting Party shall have the right to provide the Non-defaulting Party with a plan for the appropriate actions to cure such breach or default. Within the thirty (30) calendar day period, the Defaulting Party must commence diligently pursuing appropriate action under the plan to cure the breach or default, in which event the Defaulting Party shall have a longer period of time to cure the breach or default, except where circumstances or other obligations will not allow the Non-defaulting Party such an opportunity, so long as the Defaulting Party shall continue to be diligently pursuing appropriate action during such period; provided, however, that in no event shall such time period exceed 120 days from the date of receipt of notification of the breach or default.
- 9.2.2 Non-defaulting Party's Remedies. After the time allowed the Defaulting Party to cure any breach or default has expired, then the Non-defaulting Party shall have the right to: (A) terminate this Agreement with respect to the Defaulting Party; (B) cure any breach or default of

the Defaulting Party to preserve the Non-defaulting Party's rights that may be prejudiced as a result of such breach or default; and (C) exercise and pursue all other rights and remedies available to it under applicable law. The right of Termination set forth in this subsection shall include the right of partial termination, such that, in the event that the default can be cured or removed or otherwise reduced in effect by an action of the Non-defaulting Party to end or remove a portion of this Agreement, and such an action will not necessarily cause the complete termination of this Agreement, the Non-defaulting Party shall have the right to make a unilateral modification of this Agreement, such action becoming effective upon notice to the Defaulting Party. Such modification shall NOT be grounds for the Defaulting Party to declare a Default as might otherwise be permitted under this Article.

- 9.2.3 Rights and Remedies Cumulative. Except as otherwise provided in this Agreement, any right or remedy afforded to and party under any provision of this Agreement on account of breach or default by the other is in addition to, and not in lieu of, all rights or remedies afforded the Parties under any other provision of this Agreement, by law or otherwise on account of the breach or default.

## **10. TERMINATION**

- 10.1 This Agreement may be terminated by mutual consent of both Parties. Such termination by mutual consent shall be in written form stating the effective date of termination and shall not result in any penalty to either Party.
- 10.2 This Agreement may be terminated by either Party in the event that the other Party fails to comply in a material way with all applicable federal, state and local regulations. In the event that either Party wishes to terminate this Agreement under this provision, written notice to cure must be given to the other Party allowing ninety (90) days to comply with the applicable regulation, statute or law. In the event that notified Party has failed to comply with the applicable regulation, statute or law by the end of the ninety (90) day notification period, the Agreement shall be immediately terminated.

## **11. INDEMNIFICATION**

Subject to the Oregon Constitution and the Oregon Tort Claims Act, both Parties agree to indemnify, defend, and hold harmless the other Party and its officials, officers, employees, agents, invitees, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation and appeal or review, arising out of or related to any action, or failure to act, by that Party or its employees, agents, invitees or subcontractors in the performance of this Agreement or from the installation, operation, use, maintenance, repair, removal, or presence of the Facilities. If the responsible Party fails or neglects to defend such actions the other Party may

defend the same and any expenses (including reasonable attorney's fees) which it may pay or incur in defending said actions, as well as the amount of any judgment or settlement which it may be required to pay, shall promptly be reimbursed by the responsible Party. This provision shall survive the termination of this Agreement.

## **12. INSURANCE**

CoastCom and City shall each be responsible for providing workers compensation insurance as required by law. Each Party shall, at its own expense, obtain and keep in full force and effect at all times for the duration of this Agreement, with a carrier or carriers having a Best's financial strength rating of A- or better, insurance policies for Comprehensive Bodily Injury and Property Damage Liability Insurance, or equivalent self-insurance program, including automobile insurance, in at least the following amounts: Bodily Injury to any one person - \$2,000,000.00; Bodily Injury Aggregate - \$2,000,000.00; Property Damage in any one accident - \$2,000,000.00; and Property Damage Aggregate - \$2,000,000.00. Such insurance shall cover fire and all other perils. Each Party shall furnish the other Party a certificate of such insurance, and such insurance shall name that Party, its officers, directors, employees and agents as additional insureds and shall contain a provision that no change or cancellation shall become effective except upon thirty (30) days prior notice to the covered Party.

## **13. WARRANTIES**

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IS PROVIDING ITS OWN FACILITIES AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, WITH RESPECT TO ANY OF THE FACILITIES PROVIDED OR TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT.

Each Party warrants they have rights to the Facilities they own, and the other Party will have quiet enjoyment or lack of infringement with respect to the Facilities they receive through an IRU.

## **14. LIMITATION(S) OF LIABILITY**

To the maximum extent permitted by applicable law, in no event will either Party be liable under any contract, negligence, strict liability or other theory for any special, indirect, incidental, or consequential damages (including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence and for any other pecuniary or other loss whatsoever) arising out of or in any way related to any breach by either Party of this Agreement, to the provision or use of or inability to use the Facilities or otherwise with respect to any subject matter of this Agreement, even if that Party has been advised of the possibility

of such damages. Nor will either Party be subject to punitive or other exemplary damages. This provision shall survive the term of this agreement.

**15. COMPLIANCE WITH LAWS**

In connection with each Party's activities under this Agreement, each Party shall comply with all applicable federal, state and local laws and regulations.

**16. OREGON LAW AND FORUM**

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between City and CoastCom arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Lincoln County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon in Portland.

**17. NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing.

If to CoastCom:           CoastCom, Inc.  
                                  ATTN: Greg Palser  
                                  151 E Olive Street  
                                  Newport, OR 97365

If to City:                 City of Newport  
                                  ATTN: Richard Dutton  
                                  169 SW Coast Highway  
                                  Newport, OR 97365

Names and addresses specified above may be changed through notice given in accordance with this provision.

**18. SEVERABILITY**

If any provision of this Agreement is declared by a court of law to be illegal or in conflict with any law, the validity of the remaining terms, conditions and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be illegal or invalid.

**19. ASSIGNMENT**

Neither Party may assign or otherwise transfer this Agreement or its rights or obligations hereunder to any person or entity without the prior written consent of the

other Party, which shall not be unreasonably withheld or delayed; however, either Party shall have the right, without the consent of the other Party, to assign or otherwise transfer the Agreement to any person or entity that controls, is under the control of, or is under common control with the assigning Party, or any corporation into which such Party may be merged or consolidated or that purchases all or substantially all of the assets of such Party used by such Party in connection with its business; provided, further, that any such assignment or transfer shall be subject to the other Party's rights under this Agreement and any assignee or transferee shall continue to perform the assigning or transferring Party's obligations under this Agreement. This Agreement shall benefit and bind City and CoastCom and their respective permitted successors and assigns.

## **20. FORCE MAJEURE**

Neither Party of this Agreement shall be held responsible for delay or defaults caused by fire, riot, or acts of God, sovereign, public enemy or war, cable cuts or acts of third parties which is or are beyond that Party's reasonable control. The Parties may terminate, without penalty, this Agreement upon written notice after determining such delay or default shall reasonably prevent successful performance of the Agreement.

## **21. ENTIRE AGREEMENT**

This Agreement and all attachments constitute the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by duly authorized representatives of both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Each Party, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

## **22. PARTIAL INVALIDITY**

If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the performance of other provisions of this Agreement and this Agreement shall remain in full force and effect without such invalid, illegal or unenforceable provision.

## **23. WAIVERS**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

**24. NO THIRD-PARTY BENEFICIARIES**

This Agreement creates rights and obligations only between the Parties hereto. There are no third party beneficiaries.

**25. NO PARTNERSHIP CREATED**

The relationship between City and CoastCom shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. City and CoastCom, in performing any of their obligations hereunder, independent Parties and shall discharge their contractual obligations at their own risk.

**26. PRIOR APPROPRIATION**

All debts and obligations of City are subject to prior appropriation of funds pursuant to the applicable Oregon Budget laws.

**27. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants that: (i) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (ii) it has taken all requisite corporate and governmental action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; (iv) its execution of and performance under this Agreement does not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body, and (v) the execution and delivery of this Agreement and the performance of the terms, covenants, and conditions contained herein will not violate the charter, articles of incorporation, or bylaws of the Party and will not conflict with and will not constitute a material breach of, or default under, the provisions of any contract by which any Party is bound. Except as otherwise stated herein, no approval, authorization, or other action by any governmental authority or filing with any such authority which has not been obtained or accomplished is required in connection with the execution, delivery, and performance of this Agreement.

28. SIGNATURES

City of Newport

By Ted Smith

Name: TED SMITH

Title: City Manager,  
Interim Library Director

Date 9-5-2013

CoastCom, Inc.

By Greg Palser

Name: Greg Palser

Title: President

Date 9-5-2013

IRU ORDER FORM

IRU No.:   1  

This IRU Order Form is to Add or Remove Facilities based on the table below to the Master Indefeasible Right of Use (IRU) Agreement between the City of Newport and CoastCom, Inc., dated September 3, 2013.

Facilities Owner / IRU Grantor  
CoastCom, Inc.

IRU Grantee  
City of Newport

Effective Date: 2/11/2008  
Term : 25 Years

**Consideration:**

The Consideration for this IRU is \$29,260.00. The Non Recurring Charges listed in the table below have already been paid to CoastCom by the City.

A map of the fiber or conduit routes and related access points are attached as Exhibit A and by this reference made part of this Addendum.

Use this table for Fiber IRU's

Add (A) or Remove (R) Facilities	Fiber Route	Number of IRU Fibers	Total Fibers	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
A	911 Center to Library then on to Courthouse	12	48	25%	-	\$29,260.00
A	Courthouse to Fire Station	12	96	13%	-	
A	6th and Nye St Vault to Nye Beach Vault	12	48	25%	-	
	Totals					\$29,260.00

Use this table for Conduit IRU's

Add (A) or Remove (R) Facilities	Conduit Route	Conduit Footage	Cost Per Foot	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
	Totals					\$0.00

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO EACH OF THE TERMS AND CONDITIONS OF THIS ATTACHEMENT WHICH IS MADE PART OF THE MASTER IRU AGREEMENT BETWEEN CITY OF NEWPORT AND COASTCOM. THE PERSONS SIGNING BELOW WARRANT THAT THEY ARE DULY AUTHORIZED TO SIGN FOR AND ON BEHALF OF THE RESPECTIVE PARTIES.

City of Newport

By: Ted Smith  
 Name: TED SMITH  
 Title: Interim City Manager / Interim Library Director  
 Date: 9-5-2013

CoastCom, Inc.

By: Greg Palser  
 Name: Greg Palser  
 Title: President  
 Date: 9-5-2013



IRU ORDER FORM

IRU No.: 2

This IRU Order Form is to Add or Remove Facilities based on the table below to the Master Indefeasible Right of Use (IRU) Agreement between the City of Newport and CoastCom, Inc., dated September 3, 2013.

**Facilities Owner / IRU Grantor**  
CoastCom, Inc.

**IRU Grantee**  
City of Newport

**Effective Date:** 12/10/2009  
**Term:** 25 Years

**Consideration:**

The Consideration for this IRU is \$4,122.00. The Non Recurring Charges listed in the table below have already been paid to CoastCom by the City.

A map of the fiber or conduit routes and related access points are attached as Exhibit A and by this reference made part of this Addendum.

Use this table for Fiber IRU's

Add (A) or Remove (R) Facilities	Fiber Route	Number of IRU Fibers	Total Fibers	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
A	Courthouse to SS101 Vault	24	96	25%	-	\$4,122.00
	Totals					\$4,122.00

Use this table for Conduit IRU's

Add (A) or Remove (R) Facilities	Conduit Route	Conduit Footage	Cost Per Foot	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
	Totals					\$0.00

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City of Newport

By: Ted Smith

Name: TED SMITH

Title: Interim City Manager

Date: 9-5-2013

CoastCom, Inc.

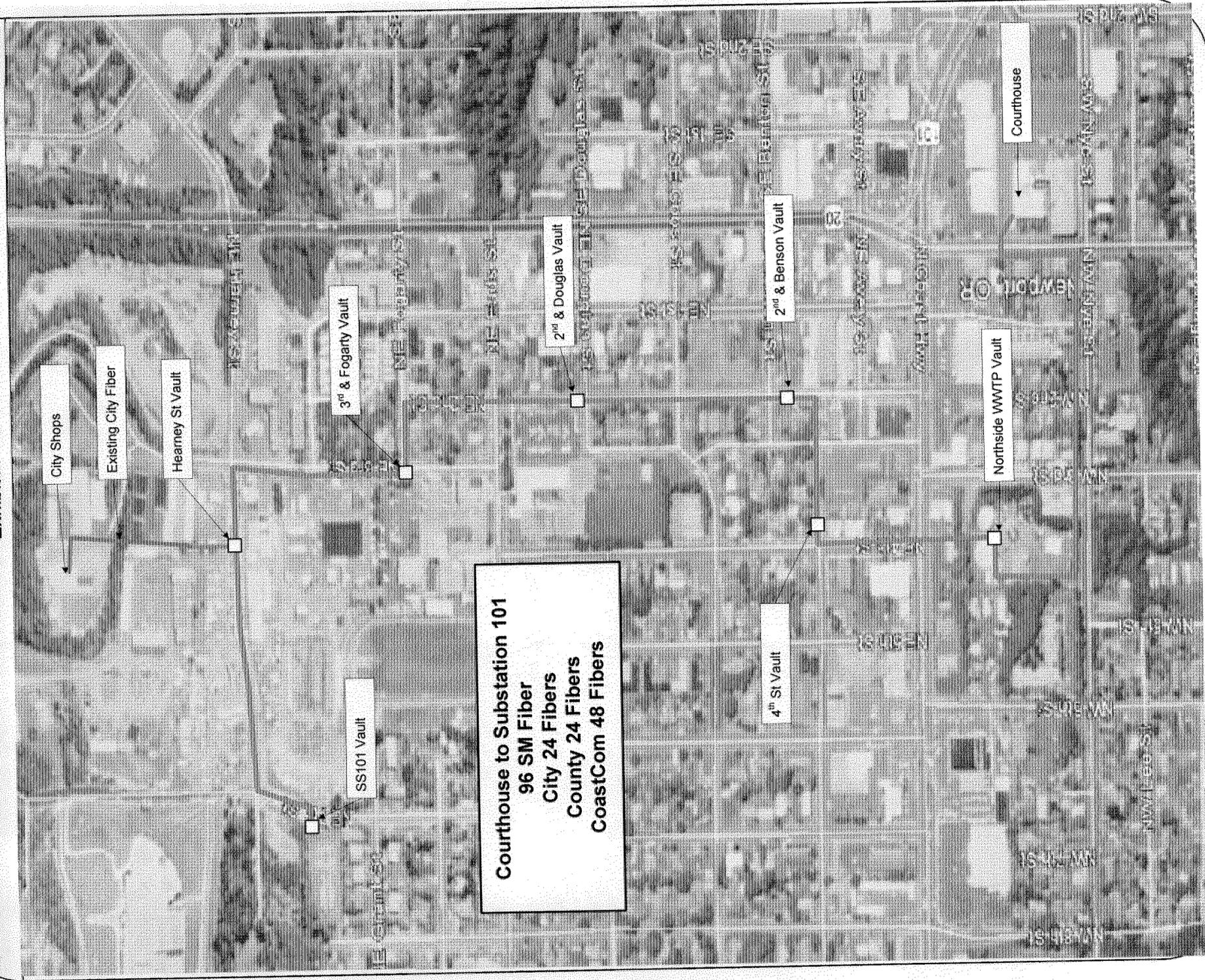
By: Greg Palser

Name: Greg Palser

Title: President

Date: 9-5-2013

IRU Number 2  
Exhibit A



City Shops

Existing City Fiber

Hearney St Vault

SS101 Vault

3rd & Fogarty Vault

Courthouse to Substation 101  
96 SM Fiber  
City 24 Fibers  
County 24 Fibers  
CoastCom 48 Fibers

2nd & Douglas Vault

4th St Vault

2nd & Benson Vault

Northside WWTP Vault

Courthouse

IRU ORDER FORM

IRU No.: 2.1

This IRU Order Form is to Add or Remove Facilities based on the table below to the Master Indefeasible Right of Use (IRU) Agreement between the City of Newport and CoastCom, Inc., dated September 3, 2013.

Facilities Owner / IRU Grantor  
CoastCom, Inc.

IRU Grantee  
City of Newport

Effective Date: 8/21/2010  
Term : 25 Years

**Consideration:**

The Consideration for this IRU is \$9,618.26. The Non Recurring Charges listed in the table below have already been paid to CoastCom by the City.

A map of the fiber or conduit routes and related access points are attached as Exhibit A and by this reference made part of this Addendum.

Use this table for Fiber IRU's

Add (A) or Remove (R) Facilities	Fiber Route	Number of IRU Fibers	Total Fibers	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
A	SS101 Vault to City Pool	24	48	50%	-	\$9,618.26
	Totals					\$9,618.26

Use this table for Conduit IRU's

Add (A) or Remove (R) Facilities	Conduit Route	Conduit Footage	Cost Per Foot	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
	Totals					\$0.00

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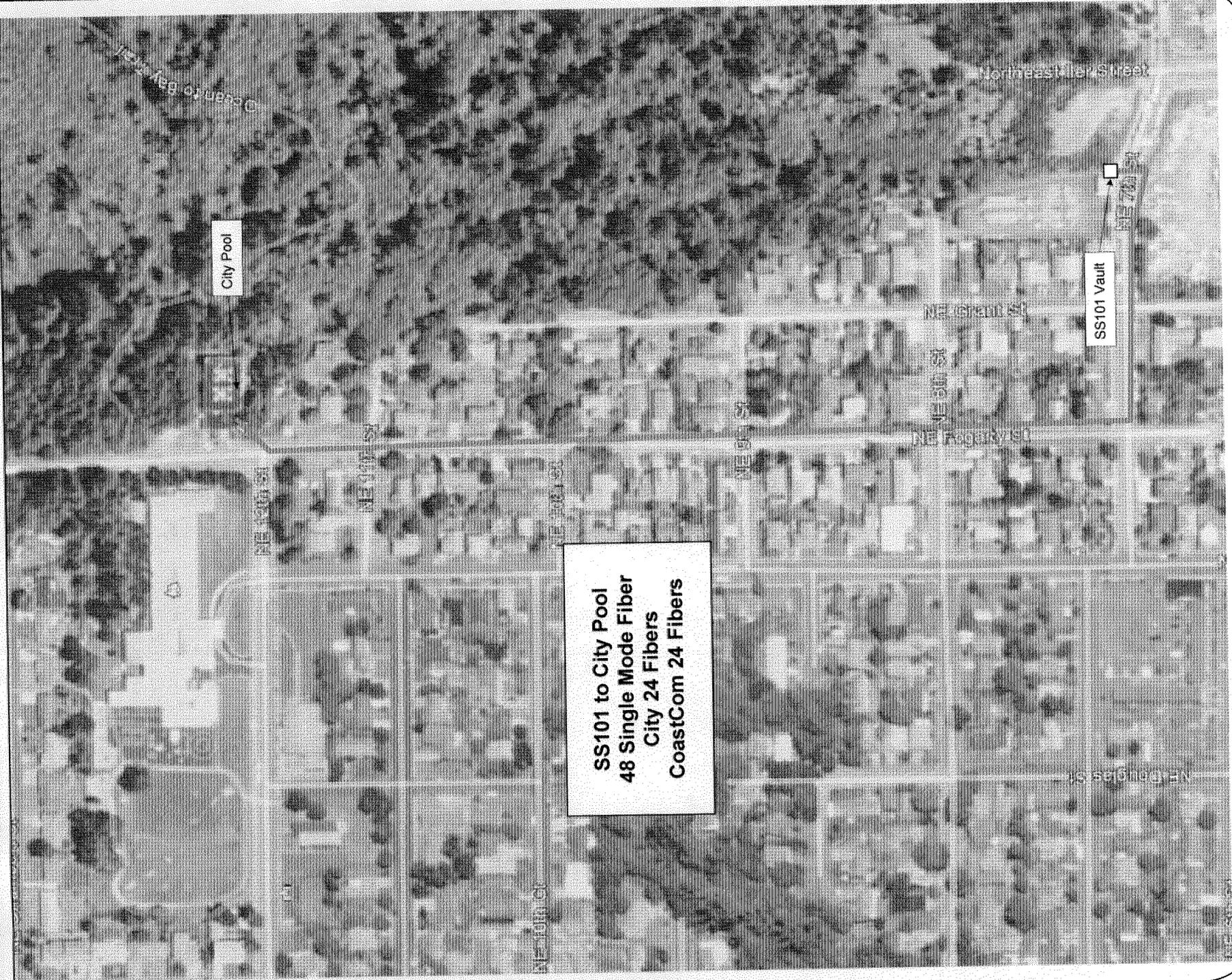
City of Newport

By: Ted Smith  
Name: TED SMITH  
Title: Interim City Manager  
Date: 9-5-2013

CoastCom, Inc.

By: Greg Palser  
Name: Greg Palser  
Title: President  
Date: 9-5-2013

IRU Number 2.1  
Exhibit A



SS101 to City Pool  
48 Single Mode Fiber  
City 24 Fibers  
CoastCom 24 Fibers

City Pool

SS101 Vault

Northeast Miller Street

City Pool

IRU ORDER FORM

IRU No.: 2.2

This IRU Order Form is to Add or Remove Facilities based on the table below to the Master Indefeasible Right of Use (IRU) Agreement between the City of Newport and CoastCom, Inc., dated September 3, 2013.

Facilities Owner / IRU Grantor  
CoastCom, Inc.

IRU Grantee  
City of Newport

Effective Date: 10/27/2011  
Term : 25 Years

**Consideration:**

The Consideration for this IRU is \$21,815.19. The Non Recurring Charges listed in the table below have already been paid to CoastCom by the City.

A map of the fiber or conduit routes and related access points are attached as Exhibit A and by this reference made part of this Addendum.

Use this table for Fiber IRU's

Add (A) or Remove (R) Facilities	Fiber Route	Number of IRU Fibers	Total Fibers	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
A	City Pool to Water Treatment Plant	24	48	50%	-	\$21,815.19
	Totals					\$21,815.19

Use this table for Conduit IRU's

Add (A) or Remove (R) Facilities	Conduit Route	Conduit Footage	Cost Per Foot	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
	Totals					\$0.00

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO EACH OF THE TERMS AND CONDITIONS OF THIS ATTACHEMENT WHICH IS MADE PART OF THE MASTER IRU AGREEMENT BETWEEN CITY OF NEWPORT AND COASTCOM. THE PERSONS SIGNING BELOW WARRANT THAT THEY ARE DULY AUTHORIZED TO SIGN FOR AND ON BEHALF OF THE RESPECTIVE PARTIES.

City of Newport

By: Ted Smith  
Name: TED SMITH  
Title: Interim City Manager  
Date: 9-5-2013

CoastCom, Inc.

By: Greg Palser  
Name: Greg Palser  
Title: President  
Date: 9-5-2013



IRU ORDER FORM

IRU No: 3

This IRU Order Form is to Add or Remove Facilities based on the table below to the Master Indefeasible Right of Use (IRU) Agreement between the City of Newport and CoastCom, Inc., dated September 3, 2013.

Facilities Owner / IRU Grantor  
CoastCom, Inc.

IRU Grantee  
City of Newport

Effective Date: 9/3/2013  
Term : 25 Years

Consideration:

The Consideration for this IRU is \$95,000.00. The Non Recurring Charges are due and payable within 30 days after City receives notice that construction is complete.

A map of the fiber or conduit routes and related access points are attached as Exhibits A & B and by this reference made part of this Addendum.

Use this table for Fiber IRU's

Add (A) or Remove (R) Facilities	Fiber Route	Number of IRU Fibers	Total Fibers	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
A	Fire Hall to Oceanview & Hwy 101 Vault	36	144	25%	-	\$92,000.00
A	Oceanview & Hwy 101 Vault to CLPUD Big Creek Substation	36	96	38%	-	
A	CLPUD Substation to Water Treatment Plant	36	72	50%	-	
A	Northside Waste Water Treatment Plant to Fire Hall Vault	36	144	25%	-	\$3,000.00
	Totals					\$95,000.00

Use this table for Conduit IRU's

Add (A) or Remove (R) Facilities	Conduit Route	Conduit Footage	Cost Per Foot	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
	Totals					\$0.00

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO EACH OF THE TERMS AND CONDITIONS OF THIS ATTACHMENT WHICH IS MADE PART OF THE MASTER IRU AGREEMENT BETWEEN CITY OF NEWPORT AND COASTCOM. THE PERSONS SIGNING BELOW WARRANT THAT THEY ARE DULY AUTHORIZED TO SIGN FOR AND ON BEHALF OF THE RESPECTIVE PARTIES.

City of Newport

By: Ted Smith  
Name: TED SMITH  
Title: Interim City Manager  
Date: 9-5-2013

CoastCom, Inc.

By: Greg Pelsur  
Name: Greg Pelsur  
Title: President  
Date: 9-5-2013

IRU Number 3  
Exhibit A

Oceanview & 101 Vault

CLPUD Big Creek  
Sub Station

101 & 35<sup>th</sup> Vault

CLPUD Vault

**Oceanview & 101 Vault  
To CLPUD Vault  
96 SM Fiber Cable  
City 36 Fibers  
PUD 36 Fibers  
CoastCom 24 Fibers**

**CLPUD Vault  
To WTP  
72 SM Fiber Cable  
City 36 Fibers  
CoastCom 36 Fibers**

Big Creek Pump Station  
and Vault

WTP Vault

**Fire Hall to Oceanview &  
Hwy 101 Vault  
144 SM Fiber Cable  
City 36 Fibers  
PUD 48 Fibers  
CoastCom 60 Fibers**

25<sup>th</sup> St Vault

Water Treatment Plant

Edenview Vault

Lake St Lift Station

11<sup>th</sup> & Lake St Vault

Fire Hall Vault



IRU ORDER FORM

IRU No.: 4

This IRU Order Form is to Add or Remove Facilities based on the table below to the Master Indefeasible Right of Use (IRU) Agreement between the City of Newport and CoastCom, Inc., dated September 3, 2013.

Facilities Owner / IRU Grantor  
CoastCom, Inc.

IRU Grantee  
City of Newport

Effective Date: 9/3/2013  
Term : 25 Years

Consideration:

The Consideration for this IRU is \$111,611.00. The Non Recurring Charges are due and payable within 30 days after City receives notice that construction is complete.

A map of the fiber or conduit routes and related access points are attached as Exhibit A and by this reference made part of this Addendum.

Use this table for Fiber IRU's

Add (A) or Remove (R) Facilities	Fiber Route	Number of IRU Fibers	Total Fibers	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
A	City Vault FHH15 to South Beach Fire Station and Airport Terminal	36	72	50%	-	\$111,611.00
					-	
					-	
					-	
	Totals					\$111,611.00

Use this table for Conduit IRU's

Add (A) or Remove (R) Facilities	Conduit Route	Conduit Footage	Cost Per Foot	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
	Totals					\$0.00

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO EACH OF THE TERMS AND CONDITIONS OF THIS ATTACHEMENT WHICH IS MADE PART OF THE MASTER IRU AGREEMENT BETWEEN CITY OF NEWPORT AND COASTCOM. THE PERSONS SIGNING BELOW WARRANT THAT THEY ARE DULY AUTHORIZED TO SIGN FOR AND ON BEHALF OF THE RESPECTIVE PARTIES.

City of Newport

By: Jed Smith  
Name: TED SMITH  
Title: Interim City Manager  
Date: 9-5-2013

CoastCom, Inc.

By: Greg Palsur  
Name: Greg Palsur  
Title: President  
Date: 9-5-2013

IRU Number 4  
Exhibit A



City Vault FHH 15

South Beach  
Fire Station

Airport Terminal

**City Vault FHH15 to SB  
Fire Station and Airport  
72 SM Fiber Cable  
City 36 Fibers  
CoastCom 36 Fibers**

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IRU ORDER FORM

IRU No.: 5

This IRU Order Form is to Add or Remove Facilities based on the table below to the Master Indefeasible Right of Use (IRU) Agreement between the City of Newport and CoastCom, Inc., dated September 3, 2013.

**Facilities Owner / IRU Grantor**  
City of Newport

**IRU Grantee**  
CoastCom, Inc.

**Effective Date:** 9/3/2013  
**Term :** 22 Years

**Consideration:**

The Annual Consideration for this IRU is \$8,733.00.00. CoastCom shall prepay this IRU for the entire Term of 22 years for a total of \$192,126.00 upon signing of this Addendum by both Parties.

A map of the fiber or conduit routes and related access points are attached as Exhibit A and by this reference made part of this Addendum.

Use this table for Fiber IRU's

Add (A) or Remove (R) Facilities	Fiber Route	Number of IRU Fibers	Total Fibers	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
						\$0.00
	Totals					

Use this table for Conduit IRU's

Add (A) or Remove (R) Facilities	Conduit Route	Conduit Footage	Cost Per Foot	Operations & Maintenance Percentage	Annual Recurring Charge	Non Recurring Charge
A	North side Pump Station to Effluent Pump Station	4,479	0.50	100%	\$2,239.50	-
A	Effluent Pump Station to City Vault 15 in South Beach	12,308	0.50	100%	\$6,154.00	-
A	City Vault 9 SB Marine Drive to Telco Vault	679	0.50	100%	\$339.50	-
					\$8,733.00	\$0.00
	Totals					

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO EACH OF THE TERMS AND CONDITIONS OF THIS ATTACHEMENT WHICH IS MADE PART OF THE MASTER IRU AGREEMENT BETWEEN CITY OF NEWPORT AND COASTCOM. THE PERSONS SIGNING BELOW WARRANT THAT THEY ARE DULY AUTHORIZED TO SIGN FOR AND ON BEHALF OF THE RESPECTIVE PARTIES.

City of Newport

By: Ted Smith  
Name: TED SMITH  
Title: Interim City Manager  
Date: 9-5-2013

CoastCom, Inc

By: Greg Palser  
Name: Greg Palser  
Title: President  
Date: 9-5-2013

IRU Number 5  
Exhibit A

