

DRAFT

RECORDING REQUESTED BY)
AND RETURN TO:)
)
Golden State Connect Authority)
1215 K Street)
Suite 1650)
Sacramento, CA 95814)

EASEMENT DEED

A.P.N. _____ & A.P.N. _____

This document is exempt from recording fees and Documentary Transfer Tax. (Gov. Code, § 27383; Rev. & Tax. Code, § 11922.)

For valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF TEHAMA, a political subdivision of the State of California ("Grantor"), hereby GRANTS to GOLDEN STATE CONNECT AUTHORITY, a joint powers authority organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, its successors and assigns ("Grantee"), a temporary easement for the purposes of laying down, excavating, entrenching, locating, constructing, reconstructing, removing, replacing (with initial or any other size), repairing, maintaining, protecting, operating, and using, as Grantee may see fit, fiber optic cables and equipment and associated fixtures, fences, structures, and appurtenances (collectively "Improvements"), together with the right of ingress and egress therein. Said easement is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The easement granted herein is subject to the rights of Grantor and its invitees, successors and assigns to use the surface of the easement area, provided such use is reasonably compatible with the use of the easement by Grantee for the purposes described herein. No buildings, structures, walls or other improvements which jeopardize the safety or functioning of the Improvements, or which unreasonably impair Grantee's access to the Improvements shall be placed on the easement area.

Grantee shall have the right, in consultation with Grantor, to cut, damage or remove ground, trees, plants, landscaping and other improvements within the easement area to the extent reasonable and necessary, during construction, maintenance, repair or replacement of the Improvements.

Grantee may, at its sole cost, receive commercial electricity service from a utility provider, and an electrical service utility may install and maintain infrastructure necessary to provide electrical service, within the easement area. Grantee may further, at its sole cost, utilize propane or natural

gas to produce power within the easement area, and may install, maintain, operate, and fill tanks, generators, and other equipment as necessary to provide this power.

Grantee shall be responsible for damage caused intentionally or by negligent act or omission of Grantee, its agents or employees while exercising the rights granted herein.

The Grantor hereby grants to the Grantee a non-exclusive, conditional easement (the "Easement") over, under, and across the portion of real property described in Exhibit A ("legal description of the property"), for the limited purpose of building, owning and maintaining broadband Fiber Huts.

This Easement shall remain in effect only so long as the Easement Area is being actively used and maintained by the Grantee for the specific purpose described above. The Easement shall automatically terminate upon the earlier of:

- (a) Cessation of use for said purpose for a continuous period of [e.g., 12] months,
- (b) Violation of any material term of this Agreement not cured within 30 days after written notice,
- (c) Mutual written agreement of the parties.

The Easement granted herein is personal to the Grantee and shall not be assigned, transferred, or sublicensed to any third party without the prior written consent of the Grantor, which may be granted or withheld in the Grantor's sole discretion.

The Grantee shall maintain the Easement Area in good condition and shall not interfere with the Grantor's ongoing or future use of the property. All improvements or installations must be removed by the Grantee at the expiration or termination of this Easement, unless otherwise agreed in writing.

Upon termination or expiration of this Easement, all rights herein shall automatically revert to the Grantor without further action. Grantee shall cooperate in executing and recording any documents necessary to formally terminate the Easement in the official records of [County Name].

Grantee acknowledges and agrees that this Easement is express, limited, and conditional, and shall not ripen into a prescriptive easement or any other rights not expressly granted herein.

Dated:

By _____
Matt Hansen
Chairperson, Tehama County Board of Supervisors

STATE OF CALIFORNIA }
COUNTY OF _____ } S.S.

ON _____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary Public)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Tehama, State of California,
described as follows:

[INSERT LEGAL DESCRIPTION]

All that certain real property situated in the County of Tehama, State of California,
described as follows:

[INSERT LEGAL DESCRIPTION]