

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

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## EASEMENT DEED

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*A.P.N. 078-173-008-000*

*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"), the following easements, as more particularly described in **EXHIBIT "A"** attached hereto and made part hereof:

- a) A "Fiber Hut 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 (the "Fiber Hut Improvements"), together with the right of ingress and egress therein;
- b) "Utility Easements" 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, facilities and associated equipment for public utility purposes, including without limitation electric, gas, fiber optic, and other telecommunications utilities (the "Utility Improvements," and together with the Fiber Hut Improvements, collectively the "Improvements"), together with a right of way therefor, on, over, and under the easement area, and also ingress thereto and egress therefrom; and
- c) An "Access Easement" for the purposes of ingress and egress (including, without limitation, vehicular, pedestrian, construction vehicle, and other access) to and from the "Fiber Hut Easement" area.

The easements granted herein are subject to the rights of Grantor and its invitees, successors and assigns to use the surface of the easement areas, provided such use is reasonably compatible with the use of the easements 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 areas.

Grantee shall maintain the easement areas in good condition. Grantee shall have the right, in consultation with Grantor, to cut, damage or remove ground, trees, plants, landscaping and other improvements within the easement areas 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 Fiber Hut Easement and Utility Easement areas. Grantee may further, at its sole cost, utilize propane or natural gas to produce power within the Fiber Hut Easement area, and may install, maintain, operate, and fill tanks, generators, and other equipment with the Fiber Hut Easement Area 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 Easement granted herein is personal to the Grantee and shall not be conveyed to any third party without the prior written consent of the Grantor.

Grantee shall not permit any third party, other than a utility provider, to construct, install, or otherwise place physical infrastructure within any of the easements granted herein, including without limitation installation of equipment owned by such third party within the Fiber Hut Improvements, without the express written consent of Grantor, which consent shall not be unreasonably withheld, conditioned, or delayed. Grantor may impose upon such third party any fees or charges otherwise authorized by law in connection with the placement of physical infrastructure owned by the third party within the easements. Grantee's grant to any third party of the right to use physical infrastructure owned by Grantee, including without limitation authorizing Internet Service Providers to offer service to customers over Grantee's broadband internet access service network, or the lease of "dark fiber" owned by Grantee to a third party, shall not constitute placement of physical infrastructure by such third party for purposes of this paragraph.

Grantor may terminate the easements granted herein upon ninety (90) days written notice in the event that Grantee ceases to use the said easements for the purpose of constructing, operating, or maintaining a broadband internet access service network for period of thirty-six consecutive months. All improvements or installations must be removed by the Grantee upon termination of the easements, unless otherwise agreed in writing. Grantee shall cooperate in executing and recording any documents necessary to formally terminate the easements in the Official Records of Tehama County.

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 – PAGE 1**

### **LEGAL DESCRIPTION OF THE PROPERTY**

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

#### **LEGAL DESCRIPTION OF FIBER HUT EASEMENT**

COMMENCING AT THE SOUTHEAST CORNER OF RIO DE LOS MOLINOS RANCHO AS SHOWN UPON THE MAP RECORDED IN BOOK C OF MAPS PAGE 4, TEHAMA COUNTY RECORDS, ALSO BEING THE NORTHERLY LINE OF MAGNOLIA STREET AND RUNNING THENCE SOUTH 89°45'00" WEST 38.00 FEET; THENCE NORTH 00°15'00" WEST 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°45'00" WEST 15.00 FEET TO A POINT HEREIN FOR CONVENIENCE CALLED POINT "A"; THENCE CONTINUING SOUTH 89°45'00" WEST 5.00 FEET; THENCE NORTH 00°15'00" WEST 45.00 FEET; THENCE NORTH 89°45'00" EAST 25.00 FEET; THENCE SOUTH 00°15'00" EAST 45.00 FEET; THENCE SOUTH 89°45'00" WEST 5.00 FEET TO THE POINT OF BEGINNING

*CONTAINING 1,125 SQUARE FEET*

#### **LEGAL DESCRIPTION OF UTILITY EASEMENT**

*BEGINNING AT POINT 'A' AND RUNNING THENCE SOUTH 00°15'00" EAST 15.00 FEET TO THE NORTHERLY LINE OF MAGNOLIA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°45'00" WEST 10.00 FEET; THENCE NORTH 00°15'00" WEST 25.00 FEET; THENCE NORTH 89°45'00" EAST 5.00 FEET TO THE WEST LINE OF THE FIBER HUT EASEMENT; THENCE ALONG THE WEST LINE OF SAID FIBER HUT EASEMENT SOUTH 00°15'00" EAST 10.00 FEET; THENCE NORTH 89°45'00" EAST 5.00 FEET TO POINT 'A'*

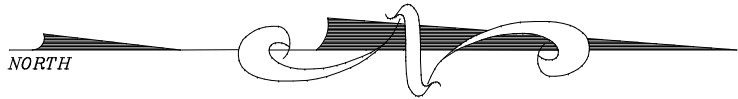
*CONTAINING 200 SQUARE FEET MORE OR LESS*

#### **LEGAL DESCRIPTION OF 15' ACCESS EASEMENT**

FROM SAID POINT OF BEGINNING AND RUNNING THENCE SOUTH 00°15'00" EAST 15.00 FEET TO THE NORTHERLY LINE OF MAGNOLIA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°45'00" WEST 15.00 FEET; THENCE NORTH 00°15'00" WEST 15.00 FEET TO THE SOUTH LINE OF THE FIBER HUT EASEMENT; THENCE ALONG THE SOUTH LINE OF SAID FIBER HUT EASEMENT NORTH 89°45'00" EAST 15.00 FEET TO THE POINT OF BEGINNING

*CONTAINING 225 SQUARE FEET MORE OR LESS*

EXHIBIT "A" - PAGE 2



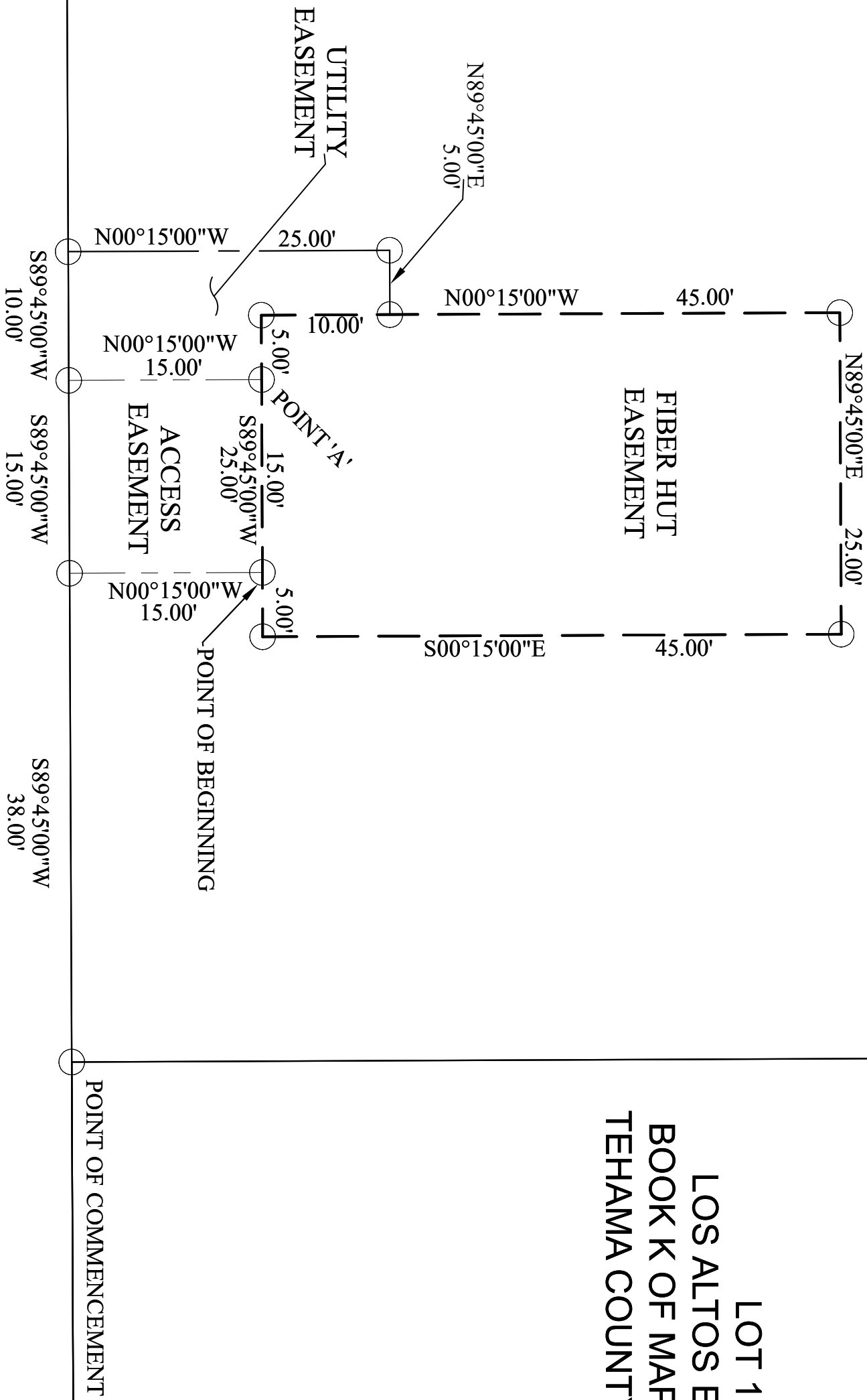
SCALE 1"= 10'

LOT 3, BLOCK 1  
SUBDIVISION NO. 1 OF  
RIO DE LOS MOLINOS RANCHO  
BOOK C OF MAPS, PAGE 4  
TEHAMA COUNTY RECORDS

LEGEND

- BOUNDARY LINE
- FIBER HUT EASEMENT
- ACCESS EASEMENT
- UTILITY EASEMENT
- DIMENSION POINT

MAGNOLIA STREET  
(50' ROW)



LOT 12  
LOS ALTOS ESTATES  
BOOK K OF MAPS, PAGE 21  
TEHAMA COUNTY RECORDS

THE PERMANENT FIBER HUT EASEMENT, UTILITY EASEMENT AND ACCESS EASEMENTS ARE DESCRIBED AS INITIALLY INSTALLED HEREUNDER. THE APPROXIMATE LOCATION OF FACILITIES ARE SHOWN BELOW AND DESCRIBED:

LEGAL DESCRIPTION OF FIBER HUT EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF RIO DE LOS MOLINOS RANCHO AS SHOWN UPON THE MAP RECORDED IN BOOK C OF MAPS PAGE 4, TEHAMA COUNTY RECORDS, ALSO BEING THE NORTHERLY LINE OF MAGNOLIA STREET AND RUNNING THENCE SOUTH 89°45'00" WEST 38.00 FEET; THENCE NORTH 00°15'00" WEST 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°45'00" WEST 15.00 FEET TO A POINT HEREIN FOR CONVENIENCE CALLED POINT "A"; THENCE CONTINUING SOUTH 89°45'00" WEST 5.00 FEET; THENCE NORTH 00°15'00" WEST 45.00 FEET; THENCE NORTH 89°45'00" EAST 25.00 FEET; THENCE SOUTH 00°15'00" EAST 45.00 FEET; THENCE SOUTH 89°45'00" WEST 5.00 FEET TO THE POINT OF BEGINNING CONTAINING 1,125 SQUARE FEET

LEGAL DESCRIPTION OF UTILITY EASEMENT

UTILITY EASEMENT BEGINNING AT POINT "A" AND RUNNING THENCE SOUTH 00°15'00" EAST 15.00 FEET TO THE NORTHERLY LINE OF MAGNOLIA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°45'00" WEST 10.00 FEET; THENCE NORTH 00°15'00" WEST 25.00 FEET; THENCE NORTH 89°45'00" EAST 5.00 FEET TO THE WEST LINE OF THE FIBER HUT EASEMENT; THENCE ALONG THE WEST LINE OF SAID FIBER HUT EASEMENT SOUTH 00°15'00" EAST 10.00 FEET; THENCE NORTH 89°45'00" EAST 5.00 FEET TO POINT "A" CONTAINING 200 SQUARE FEET MORE OR LESS

LEGAL DESCRIPTION OF 15' ACCESS EASEMENT

FROM SAID POINT OF BEGINNING AND RUNNING THENCE SOUTH 00°15'00" EAST 15.00 FEET TO THE NORTHERLY LINE OF MAGNOLIA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°45'00" WEST 15.00 FEET; THENCE NORTH 00°15'00" WEST 15.00 FEET TO THE SOUTH LINE OF THE FIBER HUT EASEMENT; THENCE ALONG THE SOUTH LINE OF SAID FIBER HUT EASEMENT NORTH 89°45'00" EAST 15.00 FEET TO THE POINT OF BEGINNING CONTAINING 225 SQUARE FEET MORE OR LESS

BRETT BRUSATORI, PLS 8775



Brusatori  
Land Surveying  
(209) 304-7262

Revisions			
No.	Description	By	Date
		GS	06/02/2025
		BLS	08/26/2025

SITE NAME:  
TEHAMA SITE 3

SURVEY MAP

PORTION OF  
LOT 3 BLOCK 1, SUBDIVISION NO. 1  
OF RIO DE LOS MOLINOS RANCHO  
BOOK C OF MAPS PAGE 4

Project no. 2023	Drawn by: GS	Date: 06/02/2025
	Checked by: BB	Sheet 1 OF 1

This is to certify that the interest in real property conveyed by the Easement Deed dated \_\_\_\_\_ from the County of Tehama to Golden State Connect Authority, a governmental agency, is hereby accepted by order of the Board of Directors of Golden State Connect Authority on \_\_\_\_\_, and Golden State Connect Authority consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_ By \_\_\_\_\_  
Secretary, Golden State Connect Authority  
Board of Directors

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } S.S.

On \_\_\_\_\_, 200\_\_, 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)