

Fresno County Recorder
Paul Dictos, CPA

2019-0012730

Recorded at the request of:
SOLIDIFI TITLE COMPANY OF CA

02/07/2019 10:35 50

Titles: 2 Pages: 18

Fees: \$73.00

CA SB2 Fees:\$0.00

Taxes: \$0.00

Total: \$73.00

WHEN RECORDED RETURN TO:

Return to:
Solidifi Title & Closing
Attn: Recording Department
127 John Clarke Road
Middletown, RI 02842

Recording Requested By:
Solidifi Title & Closing LLC
127 John Clarke Rd.
Middletown, RI 02842

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

Space above this line for Recorder's Use

A.P.N. 443-271-70

Prior Recording Reference for Lease: Unrecorded

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

This document is exempt from the \$75 Building Homes and Jobs Act Fee (per Government Code §27388.1) because:

Document is a transfer of real property subject to the imposition of transfer tax

Document is a transfer of real property that is a residential dwelling to an owner-occupier

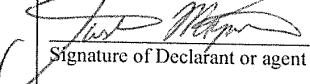
Document is recorded in connection with an exempt transfer of real property (i.e., subject to transfer tax or owner-occupied). If not recorded concurrently, provide recording date and document number of related transfer document:

Recording date _____ Document Number _____

The \$225 per transaction cap is reached

Document is not related to real property

This Grant of Easement conveys a right of first refusal.

Documentary Transfer Tax \$ <u>0.00</u>
<input checked="" type="checkbox"/> Computed on full value of property
<input type="checkbox"/> Computed on full value less liens and encumbrances remaining at time of sale
<input type="checkbox"/> Computed on full value of lease surpassing the 35 year term limit
<input type="checkbox"/> Computed on leased area of the property
City of <u>Fresno</u> Unincorporated _____

Signature of Declarant or agent – Firm Name

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made effective this 19th day of DECEMBER, 2018 ("Effective Date"), by and between **GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company** ("Grantor") and **CROWN CASTLE TOWERS 09 LLC, a Delaware limited liability company** ("Grantee").

1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in Fresno, County of Fresno, State of California, by Grant Deed recorded on January 10, 2017, at Instrument No. 2017-0003165-00, in the Public Records of Fresno County, California, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement. For the amount of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Grantee, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as (i) a 1,260 square foot parcel within Grantor's Property (the "Tower Easement Area"), and (ii) a 357 square foot parcel within Grantor's Property (the "Interior Equipment Area") (hereinafter the Tower Easement Area and Interior Equipment Area are collectively referred to as the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C-1" attached hereto. The Grantor also grants to Grantee, its successors and assigns, as part of this Easement, a non-exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a generally twenty-three foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C-2" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event Grantee or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantee, to Grantee or at Grantee's request, directly to a public utility, at no cost and in a location acceptable to Grantee (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Fresno County, California. Grantor further grants to Grantee a right-of-way for ingress and egress, seven days per week, twenty-four hours per day, over, upon, through, and across the common areas, elevators, stairways, of the building on Grantor's Property in which the Interior Equipment Area is located (the "Building"), including without limitation access to the Building's existing telephone distribution systems and facilities as well as any vertical and horizontal risers, conduits, shafts, and raceways located therein, together with the right to install, replace and maintain utility wires, cables, conduits and pipes. Also, Grantor hereby grants to Grantee, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in Grantee's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and Grantee shall restore such portion of

Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area shall be used for (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and (ii) uses incidental thereto, including without limitation, testing of any kind, for Grantee's use and the use of its lessees, licensees, invitees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that Grantee's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Grantee on the Easement Area. If requested by Grantee, Grantor will execute, at Grantee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. Perpetual Easement. This Easement and Grantee's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. Grantee's Right to Terminate. Grantee shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon Grantee providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, Grantee shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. Hazardous Materials.

a) Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by Grantee or persons acting under Grantee. Grantee shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Grantee's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Grantee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. **Insurance.** At all times, Grantee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Grantee's business upon the Easement Area.

8. **Security of Grantee's Communications Facilities.** Grantee may construct a chain link or comparable fence around the perimeter of Grantee's communications facilities.

9. **Removal of Obstructions.** Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

10. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain Option and Site Lease Agreement dated May 16, 1996 by and between NCWPCS MPL 26 – Year Sites Tower Holdings LLC, as successor lessee to ACC/McCaw Communications of Fresno, a partnership, d.b.a. AT&T Wireless Services, and Grantor, as successor lessor to Cornelius A. DeFehr and Martha DeFehr, Trustees of The DeFehr Family Trust Declaration of Living Trust, dated August 17, 1987 ("Original Lease"), as amended by that certain First Amendment to Option

and Site Lease Agreement dated June 26, 2007 (hereinafter the Original Lease and subsequent amendments are collectively referred to as the "Lease Agreement"). Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by Grantee.

11. Right of First Refusal. If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, Grantee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If Grantee fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and Grantee's rights hereunder. If Grantee fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Grantee's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

12. Real Estate Taxes. Grantor shall pay all real estate taxes on Grantor's Property; provided Grantee agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide Grantee any documentation evidencing the increase and how such increase is attributable to Grantee's use. Grantee reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Grantee in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, Grantee may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Grantee shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee) and shall have a lien against Grantor's Property with respect thereto.

13. Waiver of Subrogation. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

14. Enforcement. In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from Grantee, Grantee shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Grantee's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Grantee as a result of such violation (including, without limitation, Grantee's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any

combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

15. Limitation on Damages. In no event shall Grantee be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. Recording. Grantor acknowledges that Grantee intends to record this Easement with the appropriate recording officer upon execution of this Easement.

17. Hold Harmless. Grantor hereby indemnifies, holds harmless, and agrees to defend Grantee against all damages asserted against or incurred by Grantee by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of Grantee or its agents. Grantee hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by Grantee of any representation, warranty, or covenant of Grantee contained herein or (ii) any negligent act or omission of Grantee, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. Grantor's Covenant of Title. Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, Grantee shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Grantee's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. Non-Interference. From and after the date hereof and continuing until this Easement is terminated (if ever), Grantee and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with Grantee's Permitted Use. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. Eminent Domain. If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the Grantee.

21. Grantor's Property. Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Grantee's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit Grantee from using the Easement Area for the uses intended by Grantee.

22. Entire Agreement. Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

23. Construction of Document. Grantor and Grantee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. Applicable Law. This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Agreement shall be Fresno County, California.

25. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor:

Global Signal Acquisitions IV LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

If to Grantee: Crown Castle Towers 09 LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

26. Assignment. The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Grantee has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, Grantee has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Grantee sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment.

27. Partial Invalidity. If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

28. Mortgages. This Easement shall be subordinate to any mortgage, deed of trust, pledge or other security interest in Grantor's Property given by Grantor (each a "Mortgage") which, from time to time, may encumber all or a portion of Grantor's Property, including the Easement Area; provided, however, that the holder of any such Mortgage shall recognize (i) the validity of this Easement in the event of foreclosure of any interest(s) in Grantor's Property and (ii) Grantee's right to occupy Grantor's Property, including any rights of access and/or utilities related thereto. Simultaneously with the execution of this Easement, Grantor, at its sole cost and expense, shall obtain and furnish to Grantee a non-disturbance agreement, in recordable form, reasonably acceptable to Grantee for any pre-existing Mortgage(s) which may encumber all or a portion of Grantor's Property, including the Easement Area. Following the full execution of this Easement and prior to the recordation of this Easement, Grantor, at its sole cost and expense, shall obtain and furnish to Grantee a non-disturbance agreement, in recordable form, reasonably acceptable to Grantee for any subsequent Mortgage(s) that may encumber all or a portion of the Grantor's Property, including the Easement Area.

29. Successors and Assigns. The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Grantee's rights hereunder.

30. Construction of Easement. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

GRANTOR:

GLOBAL SIGNAL ACQUISITIONS IV
LLC, a Delaware limited liability company

By: 
Print Name: Brian Boyter
Title: REO Asset Manager

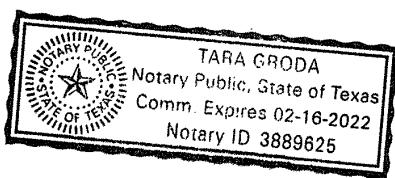
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Texas)
COUNTY OF Harris)
) SS:

On 12/18/18, 2018 before me, Tanee Grado (here insert name of the officer), Notary Public, personally appeared Brain Boykin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

[Seal]

Site Name: Clinton – West
BUN: 845785

10

GRANTEE

CROWN CASTLE TOWERS 09 LLC, a
Delaware limited liability company

By: 

Print Name: Brian Boyter

Title: REO Asset Manager

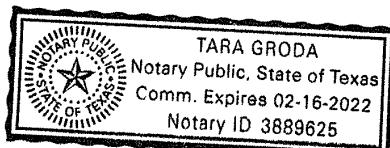
A notary public or other officer completing this certificate
verifies only the identity of the individual who signed the
document to which this certificate is attached, and not the
truthfulness, accuracy, or validity of that document.

STATE OF Texas)
COUNTY OF Harris) ss:

On 12/19/18, 2018 before me, Tara Groda (here insert
name of the officer), Notary Public, personally appeared Brian Boyter,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the foregoing 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 Texas
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Seal]



Signature of Notary Public

EXHIBIT "A"
TO GRANT OF EASEMENT

[Description of Grantor's Property]

SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

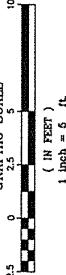
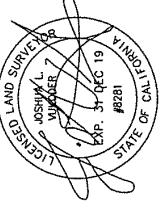
PARCEL A OF PARCEL MAP NO. 7363, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 10 OF MAPS, PAGE 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Site Name: Clinton – West
BUN: 845785

**EXHIBIT "B"
TO GRANT OF EASEMENT**

[Site sketch including access road to property]

Site Name: Clinton – West
BUN: 845785

TOWER SURVEY Parcel A Parcel Map No. 7383 BK 10, Pg. 25		FOR: CROWN CASTLE SITE: CLINTON - WEST BUN: 845785 ADDRESS: 1036 West Clinton Fresno, CA 93705 Fresno County																													
CROWN CASTLE 3500 TORRINGTON WAY, SUITE 200, CHARLOTTE, NC 28277 NATIONAL SURVEY SERVICES COORDINATION BY: GEOLINE SURVEYING, INC. 13430 NW 10th Terrace, Suite A, Aventura, FL 33165 Office: (305) 918-6500 Fax: (305) 465-5986 WWW.GEOLINEINC.COM		SURVEY WORK PERFORMED BY:  11/1/2018 15278 W. Bel Rd. - Suite 102 Surprise, Arizona 85374 Phone: (623) 209-8333 Fax: (623) 209-8925 Drawn by: W.C. Checked by: A.V. Job # 4725																													
ACCESS & UTILITY EASEMENT 3,793 Sq. Ft.																															
TOWER EASEMENT 1,260 Sq. Ft.																															
INTERIOR EQUIPMENT EASEMENT (INACCESSIBLE AT TIME OF SURVEY) 357 Sq. Ft.																															
P.O.B. INTERIOR ACCESS EASEMENT PARENT PARCEL APN 443-271-70																															
SYMBOL LEGEND <table border="1"> <tr> <td>R.O.W.</td> <td>- Right of Way</td> <td><input type="checkbox"/></td> <td>- Utility Box</td> </tr> <tr> <td>C.L.</td> <td>- Centerline</td> <td><input checked="" type="checkbox"/></td> <td>- Catch Basin/Square</td> </tr> <tr> <td>P.O.B.</td> <td>- Beginning Point</td> <td><input type="checkbox"/></td> <td>- Bollard</td> </tr> <tr> <td>P.O.C.</td> <td>- Commencement Point</td> <td><input checked="" type="checkbox"/></td> <td>- Monument Found</td> </tr> <tr> <td>OHL</td> <td>- Overhead Utility Line</td> <td><input type="checkbox"/></td> <td>- Concrete Area</td> </tr> <tr> <td>Utility Pole</td> <td>- Utility Pole</td> <td><input type="checkbox"/></td> <td>- Building Area</td> </tr> <tr> <td>Communication Vault</td> <td>- Communication Vault</td> <td><input checked="" type="checkbox"/></td> <td></td> </tr> </table>				R.O.W.	- Right of Way	<input type="checkbox"/>	- Utility Box	C.L.	- Centerline	<input checked="" type="checkbox"/>	- Catch Basin/Square	P.O.B.	- Beginning Point	<input type="checkbox"/>	- Bollard	P.O.C.	- Commencement Point	<input checked="" type="checkbox"/>	- Monument Found	OHL	- Overhead Utility Line	<input type="checkbox"/>	- Concrete Area	Utility Pole	- Utility Pole	<input type="checkbox"/>	- Building Area	Communication Vault	- Communication Vault	<input checked="" type="checkbox"/>	
R.O.W.	- Right of Way	<input type="checkbox"/>	- Utility Box																												
C.L.	- Centerline	<input checked="" type="checkbox"/>	- Catch Basin/Square																												
P.O.B.	- Beginning Point	<input type="checkbox"/>	- Bollard																												
P.O.C.	- Commencement Point	<input checked="" type="checkbox"/>	- Monument Found																												
OHL	- Overhead Utility Line	<input type="checkbox"/>	- Concrete Area																												
Utility Pole	- Utility Pole	<input type="checkbox"/>	- Building Area																												
Communication Vault	- Communication Vault	<input checked="" type="checkbox"/>																													
TOWER DETAIL GRAPHIC SCALE  (IN FEET) 1 inch = 6 ft.																															
 JOSEPH L. Vukoder State of California No. #8281 Date of Survey: 8-1-17 Revised: 8-21-18																															
Sheet 2 of 3																															

**EXHIBIT "C-1"
TO GRANT OF EASEMENT**

[Description of Easement Area]

TOWER EASEMENT AREA DESCRIPTION

A PORTION OF PARCEL A OF PARCEL MAP NO. 7363, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 10 OF MAPS, PAGE 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" PIPE AT THE WEST QUARTER CORNER OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 20 EAST, THENCE NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST A DISTANCE OF 740.14 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS EAST A DISTANCE OF 40.00 FEET TO A POINT;

THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS EAST A DISTANCE OF 119.84 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS EAST A DISTANCE OF 44.67 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST A DISTANCE OF 26.96 FEET TO A POINT;

THENCE NORTH 89 DEGREES 39 MINUTES 00 SECONDS WEST A DISTANCE OF 38.20 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST A DISTANCE OF 8.65 FEET TO A POINT;

THENCE NORTH 89 DEGREES 39 MINUTES 00 SECONDS WEST A DISTANCE OF 6.48 FEET TO A POINT;

THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS EAST A DISTANCE OF 35.61 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,260 SQUARE FEET OR 0.0289 ACRES OF LAND MORE OR LESS.

Site Name: Clinton – West
BUN: 845785

INTERIOR EQUIPMENT EASEMENT AREA DESCRIPTION

A PORTION OF PARCEL A OF PARCEL MAP NO. 7363, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 10 OF MAPS, PAGE 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" PIPE AT THE WEST QUARTER CORNER OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 20 EAST, THENCE NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST A DISTANCE OF 740.14 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS EAST A DISTANCE OF 40.00 FEET TO A POINT;

THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS EAST A DISTANCE OF 84.23 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS EAST A DISTANCE OF 6.48 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST A DISTANCE OF 8.65 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS EAST A DISTANCE OF 35.20 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST A DISTANCE OF 11.65 FEET TO A POINT;

THENCE NORTH 89 DEGREES 39 MINUTES 00 SECONDS WEST A DISTANCE OF 17.60 FEET TO A POINT;

THENCE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST A DISTANCE OF 3.00 FEET TO A POINT;

THENCE NORTH 89 DEGREES 39 MINUTES 00 SECONDS WEST A DISTANCE OF 17.60 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 357 SQUARE FEET OR 0.0082 ACRES OF LAND MORE OR LESS.

Site Name: Clinton – West
BUN: 845785

**EXHIBIT "C-2"
TO GRANT OF EASEMENT**

[Description of Access Easement Area]

A PORTION OF PARCEL A OF PARCEL MAP NO. 7363, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 10 OF MAPS, PAGE 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" PIPE AT THE WEST QUARTER CORNER OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 20 EAST, THENCE NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST A DISTANCE OF 740.14 FEET;

THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS EAST A DISTANCE OF 40.00 FEET TO A POINT;

THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS EAST A DISTANCE OF 140.09 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 17 MINUTES 49 SECONDS EAST A DISTANCE OF 64.97 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST A DISTANCE OF 140.09 FEET TO A POINT ON THE NORTHERLY PUBLIC RIGHT OF WAY OF WEST CLINTON AVENUE;

THENCE ALONG SAID RIGHT OF WAY, SOUTH 89 DEGREES 18 MINUTES 00 SECONDS WEST A DISTANCE OF 24.72 FEET TO A POINT;

THENCE DEPARTING SAID RIGHT OF WAY, NORTH 20 DEGREES 17 MINUTES 49 SECONDS EAST A DISTANCE OF 12.99 FEET TO A POINT;

THENCE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST A DISTANCE OF 106.89 FEET TO A POINT;

THENCE NORTH 89 DEGREES 39 MINUTES 00 SECONDS WEST A DISTANCE OF 44.67 FEET TO A POINT;

THENCE NORTH 00 DEGREES 21 MINUTES 45 SECONDS EAST A DISTANCE OF 20.25 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 3,790 SQUARE FEET OR 0.0870 ACRES OF LAND MORE OR LESS.

Site Name: Clinton – West
BUN: 845785