



RECORDING REQUESTED BY
FRONTIER CALIFORNIA INC.

WHEN RECORDED MAIL TO
FRONTIER CALIFORNIA INC.

Maria A. Kidd
Specialist/Right of Way
201 Flynn Road – CAM38NE2
Camarillo, CA 93012 - 8058

RT11911
No Consideration Value Less Than \$100
No Documentary Transfer Tax Due By _____
Frontier California Incorporated

Right of Way Agent

GRANT OF EASEMENT

APN 0625-111-26-0000

SAN BERNARDINO COUNTY, A BODY CORPORATE AND POLITIC OF THE STATE OF CALIFORNIA hereinafter referred to a **GRANTOR**, hereby grants to **FRONTIER CALIFORNIA INC.**, a California Corporation hereinafter referred to as **GRANTEE**, its permitted successors and assigns, subject to the terms and conditions of this Grant of Easement, a non-exclusive easement for constructing, using, maintaining, operating, altering, add to, repairing, replacing, reconstructing, inspecting and/or removing its underground conduits, manholes, hand holes, amplifiers, pedestals, cables, wires, above and below ground vaults and enclosures, concrete pads, markers and other reasonably necessary appurtenances and fixtures (hereinafter collectively called “system”) reasonably necessary for the sole purpose of transmission of electric energy for communications, telecommunications, video, intelligence by electrical means for the Connect America Fund (CAFII) project and for no other project(s) or purpose(s) on, over, in, under, and across that certain portion (“Easement Area”) of GRANTOR’s real property (“Property”) situated in the City of Twentynine Palms, County of San Bernardino, State of California, as the Easement Area is more specifically described and depicted as follows:

**SEE EXHIBIT “A” FOR LEGAL DESCRIPTION
SEE EXHIBIT “B” FOR PLAT MAP**

GRANTEE’s rights in this Grant of Easement are subject to the following: (i) for any and all construction, alterations, additions, replacements, reconstructions, removals, and non-routine maintenance and repairs of the system or any portion(s) thereof to be performed by GRANTEE or its employees, contractors, and agents at the Easement Area, the GRANTEE shall first submit all plans and specifications for such activities to GRANTOR for the GRANTOR’s prior written consent, which consent shall not to be unreasonably conditioned, withheld, or delayed; and (ii) for any other activities to be performed by GRANTEE or its employees, contractors, and agents under this Grant of Easement, such activities shall require prior coordination with GRANTOR.

GRANTEE shall secure and maintain all applicable permits and approvals from all appropriate federal, state, and local agencies for its system and use of the Easement Area and GRANTEE shall comply with all applicable federal, state, and local laws and regulations concerning its system and use of Easement Area. GRANTEE shall at all times and at its sole cost and expense maintain the Easement Area and GRANTEE’s system thereon in good condition and repair and pay any and all applicable taxes levied by any government agency against GRANTEE’s interest in the Easement Area pursuant to this Grant of Easement and GRANTEE’s system and personal property at the Easement Area.

The GRANTEE, its permitted successors and assigns and their respective agents and employees, (i) shall have the right of ingress to and egress from said Easement Area and every part thereof, at all times, solely from the adjacent portion of Twentynine Palms Highway but shall not access the Easement Area from the remainder of the Property for the purpose of exercising the rights herein granted and (ii) shall, subject to compliance with all federal, state, and local laws and regulations, have the right to remove such plant growth or portion thereof located within the Easement Area only as may endanger or interfere with the use of said Easement Area. Such rights shall be reasonably exercised and the GRANTEE shall be liable

for any and all damages done by GRANTEE and its permitted successors and assigns and their respective agents and employees to the above-described Easement Area and the affected portion(s) of the Property, if any, due to GRANTEE's exercise of its rights herein, which shall be promptly repaired by GRANTEE at its sole cost and expense to the condition existing immediately prior to such damage.

The Grantee shall not have the right to assign or otherwise transfer this Grant of Easement and the rights herein without the Grantor's prior written consent. This Grant of Easement shall not include the right for any co-location of utilities, systems, or any other improvements in the Easement Area by any party other than the GRANTEE for the permitted purpose without GRANTOR's prior written consent, which consent shall not unreasonably withheld, conditioned or delayed.

This Grant of Easement is further subject to: (i) all permits, agreements, licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, right of ways, and claims of title which may affect GRANTOR's Property, whether recorded or not; and (ii) GRANTOR's right to use the Easement Area for GRANTOR's operations which continuing right to said use the Easement Area is hereby expressly reserved for GRANTOR and its successors and assigns so long as such use(s) do not unreasonably interfere with the rights herein granted. The use of the word "grant" herein shall not imply any warranty on the part of the GRANTOR with respect to the Easement Area or this Grant of Easement. GRANTOR further reserves the right to grant other easements or licenses at the Easement Area so long as such use(s) do not unreasonably interfere with the rights herein granted.

This Grant of Easement is further subject to a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft for the use and benefit of the public. GRANTEE, by accepting this Grant of Easement, expressly agrees for itself and any permitted successors and assigns that it will not make use of the Easement Area in any manner that interferes with the landing and/or taking off of aircraft from Twentynine Palms Airport or any part thereof or otherwise constitutes a hazard to the navigation in the use of Twentynine Palms Airport by aircraft. In the event the foregoing covenant is breached, GRANTOR reserves the right to enter upon the Easement Area and cause the abatement of such interference at the sole cost and expense of GRANTEE if GRANTEE fails to do so within one hundred and twenty (120) day after GRANTEE's receipt of a written notice of said breach from GRANTOR. GRANTEE further agrees to conform to all requirements and regulations of the Federal Aviation Administration as may be applicable to GRANTEE and GRANTEE's use of the Easement Area.

This Grant of Easement is given on the express condition that that GRANTOR is to be free from all liability by reason of injury or death to persons or damage to property or damages of any kind, from whatever cause arising from the exercise of GRANTEE's rights set forth herein, or any acts or omissions, negligence, or intentional misconduct of GRANTEE or any third parties. GRANTEE hereby agrees to indemnify, defend (with counsel reasonably approved by GRANTOR) and hold harmless GRANTOR and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Grant of Easement and use of this Easement Area from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by GRANTOR on account of any claim arising out of GRANTEE's exercise of the rights granted hereunder or any acts or omissions, negligence, or intentional misconduct of GRANTEE or GRANTEE's contractors, agents, and employees except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. GRANTEE's indemnification obligation applies to GRANTOR's "active" as well as "passive" negligence but does not apply to GRANTOR's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. GRANTEE's indemnification obligation herein shall survive after any termination of this Grant of Easement.

This Grant of Easement shall terminate upon the earliest to occur: (i) GRANTOR's written notice to GRANTEE, given at least thirty (30) days prior to the effective termination date, that use of the Easement Area is required exclusively for aviation purposes or for GRANTOR's airport operations; (ii) termination by mutual agreement of the parties; or (iii) use of the Easement Area is abandoned by GRANTEE, which shall be deemed to occur after six (6) months of continuous non-use for the permitted purposes set forth herein. Upon any such termination, if requested by GRANTOR, GRANTEE shall thereupon, without cost to GRANTOR, remove the systems and all portions thereof and any personal property at the Easement Area and restore the Easement Area to the condition which existed on the date this Grant of Easement is executed by GRANTEE, and deliver to GRANTOR a quitclaim of GRANTEE's rights under this Grant of Easement.

IN WITNESS WHEREOF said GRANTOR has____ executed this Instrument this ____ day of _____ 20 ____.

GRANT OF EASEMENT

APN 0625-111-26-0000

GRANTOR(s):

SAN BERNARDINO COUNTY
A BODY CORPORATE AND POLITIC OF THE STATE OF CALIFORNIA

BY: _____

BY: _____

ITS: _____

ITS: _____

ALL PURPOSE CERTIFICATE

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

COUNTY OF

On this ____ day of _____ 2021, before me, _____, a Notary Public,

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.

FOR
NOTARY
SEAL
OR
STAMP

Notary's Signature

Exhibit A

PAGE 1 OF 1

EXHIBIT "A" LEGAL DESCRIPTION **COMMUNICATIONS FACILITY EASEMENT**

A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4) OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 10 EAST OF THE SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 28, 29, 32 AND 33, ALL OF TOWNSHIP 1 NORTH, RANGE 10 EAST OF THE SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID POINT BEING ALSO WITHIN THE RIGHT OF WAY OF TWENTYNINE PALMS HIGHWAY/STATE HIGHWAY NO. 62;

THENCE S00°09'01"W ALONG THE SECTION LINE COMMON TO SAID SECTIONS 32 AND 33, A DISTANCE OF 75.01 FEET;

THENCE LEAVING SAID SECTION LINE S89°21'38"W, A DISTANCE OF 51.00 FEET;

THENCE N00°09'01"E, A DISTANCE OF 23.00 FEET;

THENCE N89°21'38"E, A DISTANCE OF 31.00 FEET;

THENCE N00°09'01"E, A DISTANCE OF 52.00 FEET TO THE SECTION LINE COMMON TO SAID SECTIONS 29 AND 32, SAID POINT BEING ALSO WITHIN THE RIGHT OF WAY OF TWENTYNINE PALMS HIGHWAY/STATE HIGHWAY NO. 62;

THENCE N89°21'38"E ALONG THE SECTION LINE COMMON TO SAID SECTIONS 29 AND 32, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 0.05 ACRES (2,213 SQUARE FEET), MORE OR LESS, AS SHOWN ON THE ATTACHED **EXHIBIT "B"** WHICH IS MADE A PART HEREOF BY THIS REFERENCE HEREON.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.



Mark A. Turner

COACHELLA VALLEY ENGINEERS
TEL: (760) 360-4200

1/27/2021
20177_600_COMMFACEASMT1_X

Exhibit B

