

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**GLOBAL SIGNAL ACQUISITIONS IV LLC
2000 CORPORATE DRIVE
CANONSBURG PA 15317**



**201005250031
Skagit County Auditor**

5/25/2010 Page 1 of 22 12:10PM

135993-5A

LAND TITLE OF SKAGIT COUNTY

OPTION AND GRANT OF EASEMENT

Grantor: ChannelView, LLC, a Washington limited liability company

Grantee: Global Signal Acquisitions IV LLC, a Delaware limited liability company

Abbreviated Legal Description: Lot 11, per plat recorded September 19, 2000 under No. 200009190049

Assessor's Tax Parcel ID #: 4761-000-011-0000 / **P117203**

Prior Recorded Document(s) in Skagit County: Not applicable

Site ID: Guemes Island (Lower) (880321)

**This Grant of Easement conveys a right of first refusal.
The legal description of the property conveyed herein can be found on Exhibit C.**

1488
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 25 2010

Amount Paid \$ **13.90**
Skagit Co. Treasurer
By *MARY* Deputy

OPTION AND GRANT OF ADDITIONAL EASEMENT AREA

THIS OPTION AND GRANT OF ADDITIONAL EASEMENT AREA (the "Agreement") is entered into and is effective this 5th day of MAY, 2010, by and between CHANNELVIEW, LLC, a Washington limited liability company, having a mailing address of P.O. Box 650, Burlington, Washington 98233 ("Grantor") and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company, with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("GSA IV").

1. **Description of Grantor's Property.** Grantor is the owner of that certain land and premises in Anacortes, County of Skagit, State of Washington, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property"). Grantor and GSA IV have previously executed that certain Letter Agreement dated January 29, 2010, and Grant of Easement and Assignment of Lease dated of even date herewith ("Easement and Assignment"). The purpose of this Agreement is to document GSA IV's right to exercise additional options for property described in Section 2 below which is adjacent to the Easement Area as that term is defined in the Easement and Assignment.

2. **Option.** For Five Hundred and 00/100 Dollars (\$500.00) ("Option Money"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to GSA IV the right and option ("Option") to purchase a permanent, exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as a 4,826 square foot parcel within Grantor's Property, together with the non-exclusive rights for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes, together with any rights necessary to enable GSA IV, its successors, assigns, lessees and licensees, to comply with applicable governmental requirements, including, but not limited to, landscaping, set-back, building, safety or other zoning requirements (collectively the "Easement Area"). The Easement Area is shown on the site plan attached hereto as Exhibit "B" and is more particularly described on Exhibit "C" attached hereto. GSA IV is not required to exercise the Option as to the whole Easement Area, but may exercise the Option as many times as it wishes; provided that any exercise of the Option shall not be less than 400 square feet and may not exceed 4,826 square feet in the aggregate. Despite any prior exercise of the Option, this Agreement shall remain in full force and effect until GSA IV has exercised the Option as to the entire Easement Area.

3. **Purchase Price.** The purchase price for the Easement Area shall be Two Hundred Twelve and 99/100 Dollars (\$212.99) per square foot ("Option Purchase Price"), to be paid on or before the Closing Date of each exercise of the Option.

4. **Escrow.** Upon GSA IV's notice to Grantor to exercise the Option, Escrow shall be established with Stewart Title Guaranty Company, having a mailing address of 1980 Post Oak



Blvd., Suite 610, Houston, Texas 77056, or such title insurance company as GSA IV may select in its reasonable discretion ("Escrow Agent"). Title costs and escrow fees shall be apportioned as set forth herein.

4.1.1 Close of Escrow. The "Close of Escrow" or "Closing" shall mean the date on which Grantor is paid the Purchase Price and any document necessary to confirm the conveyance of the Easement Area from Grantor to GSA IV is recorded.

4.1.2 Prorations. At the Closing, Escrow Agent shall obtain all necessary information and shall prorate and adjust real estate taxes, if any, between Grantor and GSA IV as of the Closing date based on the latest available information. At Closing, Grantor shall pay in full, from proceeds of the purchase price, all assessments, monetary liens and related charges affecting the Easement Area. No further adjustment in such tax figures shall occur following the Closing Date. Grantor and GSA IV shall each pay their respective attorneys' fees. All recording charges, Washington State excise taxes, title insurance premiums or cancellation fees and other costs of Closing shall be paid by GSA IV, and GSA IV shall pay the Escrow Agent's fees; provided, however, that the defaulting party shall be responsible to pay any escrow cancellation fees if the Escrow fails to close.

4.2 Notice of Exercise. If GSA IV elects to exercise this Option, GSA IV shall notify Grantor by giving written notice to Grantor at the following address:

ChannelView, LLC
c/o Michael V. Fohn
P.O. Box 650
Burlington, Washington 98233

With a copy to:

B. David Thomas, Esq.
P.O. Box 2821
Kirkland, Washington 98083-2821

Such written notice shall be deemed given (i) upon delivery by personal delivery, (ii) upon delivery by overnight delivery service (such as Federal Express), (iii) three days (3) after deposited, certified U.S. Mail, postage prepaid, at any United States Post Office. The date that such notice is given is referred to as the "Option-Exercise Date".

5. Title. Grantor warrants that Grantor is seized of good and marketable title to the Easement Area and has the full power and authority to enter into and execute this Agreement. Grantor further warrants that there are no deeds to secure debt, mortgages, liens, judgments,



restrictive covenants, or other encumbrances on the title to the Easement Area that would prevent or adversely affect GSA IV, in GSA IV's sole and absolute discretion, from using the Easement Area for the uses intended by GSA IV as set forth in this Agreement. The interest to be transferred and conveyed to GSA IV if the Option is exercised shall be of good and marketable title and shall be free and clear of all tenancies, liens and encumbrances (including without limitation, liens for taxes and assessments), including restrictions and easements of record that would, in GSA IV's sole and absolute discretion, prevent or adversely affect GSA IV's use of the Easement Area (collectively, "Encumbrances"). In GSA IV's sole and absolute discretion, GSA IV may waive any Encumbrances. If GSA IV objects to any Encumbrances and Grantor does not provide the necessary documentation to remove such Encumbrances prior to GSA IV exercising the Option, GSA IV may terminate this Agreement and any payment of the Purchase Price or other consideration shall be refunded to GSA IV. Notwithstanding the foregoing, Grantor shall be required to obtain and deliver any documentation necessary to remove, subordinate or satisfy the Easement Area any mortgages, deeds of trust, liens or encumbrances affecting the Easement Area on or before the Close of Escrow. Grantor shall be required to satisfy any other monetary encumbrances affecting the title to the Easement Area, on or before the Close of Escrow.

6. **Changes in Grantor's Property.** Except as set forth in Section 12.4 below, Grantor shall not subdivide or sell the Easement Area, or any portion thereof, nor initiate or consent to any change in the zoning of the Easement Area, nor impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV as set forth in this Agreement and the Easement.

7. **Inspections.** Prior to GSA IV's exercise of the Option, GSA IV, at its sole cost, may conduct all such tests, investigations and activities upon the Easement Area as GSA IV may deem necessary to determine the suitability of the Easement Area for GSA IV's intended use, including but not limited to subsurface borings, environmental audits and radio frequency tests, and GSA IV and its employees, agents and contractors shall have free access to the Easement Area to conduct such tests, investigations and activities, provided, that GSA IV shall restore Grantor's Property to its original condition should GSA IV elect not to exercise such option. GSA IV shall indemnify and hold Grantor harmless against any loss or damage to the Easement Area resulting from any such tests, investigations and activities.

8. **Governmental Approvals.** Grantor and GSA IV agree and acknowledge that GSA IV's ability to use the Easement Area is contingent upon its obtaining all certificates, permits, licenses and other approvals that may be required by any governmental authorities to construct, operate and maintain the new cell tower and all associated improvements and facilities on the Easement Area (collectively, the "Permits"). Grantor shall cooperate with GSA IV in its effort to obtain the Permits and Grantor agrees not to register any written or verbal opposition to any such procedures.

9. **Utility Services.** Prior to GSA IV's exercise of the Option, and during the term of this Easement if the Option is exercised, Grantor shall cooperate with GSA IV in GSA IV's effort



to obtain and maintain utility services within the utility easement leading to the Easement Area by signing such documents or easements as may be required by any governmental authority or utility companies.

10. **Grantor's Representations and Warranties.**

10.1 **Authority.** Grantor has the full power and authority to execute this Agreement, and is the sole owner in fee simple of the Easement Area. The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Grantor have full power and authority to do so. Grantor has not alienated, encumbered, transferred, leased, assigned or otherwise conveyed its interest in the Easement Area or any portion thereof, nor entered into any Agreement to do so. This Agreement has been duly authorized and executed by Grantor, and upon delivery to and execution by GSA IV shall be a valid and binding agreement of Grantor. There is no consent required from any third party before the Easement Area may be conveyed to GSA IV.

10.2 **Other Agreements.** The execution, delivery and performance by Grantor of this Agreement and such other instruments and documents to be executed and delivered in connection herewith by Grantor does not, and will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Grantor or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Grantor or the Easement Area is subject, or any judgment, law, writ, decree, order, injunction, rule or governmental regulation affecting Grantor or the Easement Area.

10.3 **Compliance with Laws.** To Grantor's knowledge, the Easement Area is in full compliance with all building codes, safety and fire, zoning, endangered species, archeological, environmental, health and insurance laws (including, but not limited to, earthquake, life and safety systems and handicap laws) and other applicable local, state and federal ordinances, regulations and requirements which affect the use and operation thereof, and Grantor has not received any notice of violation of law or municipal ordinance, order or requirement having jurisdiction or affecting the Easement Area, and knows of no facts which would constitute grounds for receiving any notice of a material violation of any such law or municipal ordinance, order or requirement.

10.4 **Environmental.** At the time of Closing, the Easement Area will not be in violation of any federal, state or local law, ordinance or regulation or requirement relating to industrial hygiene or to the environmental conditions on, under or near the Easement Area including but not limited to soil and groundwater conditions. During the time in which Grantor owned the Easement Area, neither Grantor nor, to the best of Grantor's knowledge (after due and diligent inquiry), any third party has used, generated, manufactured, produced, stored or disposed of on, under or near the Easement Area or transported to or from the Easement Area any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other



materials (collectively, "Hazardous Materials"). There is no proceeding or inquiry by any governmental authority with respect to the presence of such Hazardous Materials on the Easement Area or the migration thereof from or to other property. For the purpose of this Section, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws. To Grantor's knowledge, there are currently and there have not ever been on or under the Easement Area any underground storage tanks of any size or for any purpose.

10.5 Outstanding Agreements. At the Closing Date, there will be no leases, easements, encumbrances or other agreements affecting the Easement Area except as shown in the title report, or as otherwise disclosed to GSA IV by Grantor and approved in writing by GSA IV. To Grantor's knowledge, Grantor is not in violation of any covenants, conditions or restrictions set forth in any document shown in such title report or otherwise disclosed to GSA IV by Grantor.

10.6 Survival. The representations and warranties of Grantor contained herein shall survive the Closing Date, but shall terminate one year after the Closing Date.

11. Remedies.

11.1 Termination. Except as expressly prohibited in this Agreement, in the event of any default in this Agreement by either of the parties hereto, the other party, in addition to any right or remedy available hereunder, at law or in equity, shall have the right to terminate this Agreement by written notice to the defaulting party and Escrow Agent.

11.2 Costs and Fees. If either party hereto breaches any term of this Agreement, the breaching party agrees to pay the non-breaching party all reasonable attorneys' fees and other costs and expenses incurred by the non-breaching party in enforcing this Agreement or preparing for legal or other proceedings, whether or not instituted. If any legal or other proceedings are instituted, the party prevailing in any such proceeding shall be paid all of the aforementioned costs, expenses and fees by the other party, and if any judgment is secured by such prevailing party, all such costs, expenses, and fees shall be included in such judgment, attorneys' fees to be set by the court and not by the jury.

11.3 Condemnation. In the event of condemnation or notice of condemnation of all or a substantial portion of the Easement Area prior to Closing, GSA IV shall have the right to terminate this Agreement by written notice delivered to Grantor and Escrow Agent no later than ten (10) days after the date such condemnation or notice is provided in writing to GSA IV. If GSA IV elects to terminate this Agreement, the parties shall have no further obligations to



each other under this Agreement, except as specifically set forth in this Agreement. If GSA IV does not elect to terminate this Agreement, the parties shall proceed to Closing with no reduction in the purchase price; at Closing, Grantor shall (i) pay to GSA IV through Escrow any condemnation proceeds received by Grantor with respect to the Easement Area, less fees, costs and expenses incurred by Grantor in connection therewith; and (ii) assign to GSA IV all of Grantor's right, title and interest in and to any condemnation proceeds with respect to the Easement Area, less fees, costs and expenses incurred by Grantor in connection therewith.

12. Miscellaneous.

12.1 Amendment and Modification. Except as provided otherwise in this Agreement, this Agreement may be amended, modified, terminated, rescinded or supplemented only by written agreement of the parties hereto.

12.2 Waiver; Consents. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be waived by the party affected thereby only by a written instrument signed by the party granting such waiver. No waiver, or failure to insist upon strict compliance, by any party shall be construed to be a waiver of, or estoppel with respect to, any other condition or any other breach of the same or any other obligation, term, covenant, representation, warranty or agreement.

12.3 Assignment by GSA IV. The Option, and the Easement in the event the Option is exercised, may be sold, assigned, or transferred at any time by GSA IV to any third party agreeing to be subject to the terms hereof. From and after the date the Option or the Easement, as the case may be, has been sold, assigned or transferred by GSA IV to a third party agreeing to be subject to the terms hereof, GSA IV shall immediately be released from any and all liability under this Agreement without any further action by Grantor.

12.4 Transfer of Grantor's Property. This Agreement shall be a covenant that runs with the land and shall be binding and enforceable against any future owner or interest holder of Grantor's Property. Notwithstanding the foregoing, in the event ChannelView, LLC sells or transfers Grantor's Property prior to GSA IV's exercise of the Option, or any part thereof, ChannelView, LLC may reserve to itself the Easement, in the form set forth below, from such sale or transfer. In the event all rights to receive the Purchase Price in exchange for the Easement hereunder shall inure to ChannelView, LLC. Thereafter, ChannelView, LLC shall assign its interest in the reserved Easement to GSA IV upon GSA IV's exercise of the Option and in accordance with the terms of this Agreement. In the event GSA IV determines, in its reasonable discretion, that there is any deficiency in ChannelView's reservation, then GSA IV shall be entitled to require the then current owner of Grantor's Property to convey whatever right, title, or interest is required to correct the deficiency, and such owner shall not be entitled to any compensation in exchange for any such corrective instrument.



12.5 Perpetuities and Restraints on Alienation. If any of the privileges, covenants, interests or rights created by this Agreement would otherwise be unlawful, void or voidable for violation of the rule against perpetuities, then such shall continue in existence until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, Barack Hussein Obama.

12.6 Governing Law. This Agreement shall be governed by the laws of the State where the Easement Area is located.

12.7 Entire Agreement. This Agreement, including the schedules and exhibits hereto and the documents, instruments and schedules referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

12.8 Severability. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

12.9 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

12.10 Section Headings. The headings of each section, subsection or other subdivision of this Agreement are for reference only and shall not limit or control the meaning thereof.

13. Exercise of Option; Closing. GSA IV may exercise the Option by written notice delivered to Grantor. Within thirty (30) days after the exercise of the Option by GSA IV, this transaction shall be closed by Grantor and GSA IV. On the date of Closing, (i) GSA IV shall pay the Purchase Price to Grantor less the amount of any credits or adjustments provided for herein; (ii) Grantor and GSA IV shall execute such other documents as are necessary and customary to effectuate the conveyance of the Easement as contemplated herein (including, without limitation, any documents reasonably requested by the title company); and (iii) this Agreement shall thereupon constitute an easement agreement between Grantor and GSA IV on the following terms and conditions (which terms and conditions shall control in the event of conflict with any other provisions of this Agreement):



GRANT OF EASEMENT

1. **Description of Grantor's Property.** Grantor is the owner of that certain land and premises in Anacortes, County of Skagit, State of Washington, by grant or conveyance recorded on September 27, 2000, at Instrument No. 200009270046, in the Public Records of Skagit County, Washington, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. **Description of Easement.** For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as a 4,826 square foot parcel within Grantor's Property (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" attached hereto. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV 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 constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for GSA IV's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. GSA IV agrees that it shall comply with all applicable governmental laws with respect to its use of the Easement Area. Subject to the foregoing, Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area. If requested by GSA IV, Grantor will execute, at GSA IV'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 GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV 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 GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.



5. **GSA IV's Right to Terminate.** GSA IV shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon GSA IV providing Grantor ninety (90) days prior written notice of the effective date of said termination. Upon termination of this Easement, GSA IV's rights under this Easement shall terminate and all of the parties shall have no further obligations to each other; provided, however, that those obligations which by their very nature are intended to survive the termination of this Easement shall so survive. Upon termination of this Easement, GSA IV shall, within a reasonable time, but no later than the effective date of termination, 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) GSA IV 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, GSA IV 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 GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV'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 GSA IV 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 GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV 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.** During the Term of the Easement, GSA IV shall carry, at no cost to Grantor, adequate comprehensive liability insurance with limits of not less than \$1,000,000.00. Grantor hereby agrees that GSA IV may satisfy this requirement pursuant to master policies of insurance covering other locations of GSA IV. GSA IV shall provide evidence of such insurance upon request, and such evidence shall name Grantor as an additional insured.

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

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

10. **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, GSA IV 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 GSA IV 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 GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV'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.

11. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV 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 GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV 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, GSA IV may, at its option, pay such real estate taxes (the "Grantor's Delinquent Taxes") and GSA IV shall have



the right to collect Grantor's Delinquent Taxes from Grantor together with interest on Grantor's Delinquent Taxes at the rate of 12% per annum (calculated from the date GSA IV pays Grantor's Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto. Likewise, In the event GSA IV fails to reimburse Grantor for its share of such real estate taxes (the "GSA IV's Delinquent Reimbursement"), Grantor shall have the right to collect GSA IV's Delinquent Reimbursement from GSA IV together with interest on GSA IV's Delinquent Reimbursement at the rate of 12% per annum (calculated from the date Grantor pays GSA IV's Delinquent Taxes until GSA IV repays such sums due to Grantor).

12. 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.

13. Enforcement.

a) In the event Grantor fails to cure any violation of the terms of this Easement within twenty (20) days after written notice from GSA IV, GSA IV 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 GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV'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.

b) In the event GSA IV fails to cure any violation of the terms of this Easement within twenty (20) days after written notice from Grantor, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages (including, without limitation, Grantor's reasonable attorneys fees and all reasonable costs and expenses incurred by Grantor as a result of such violations). 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. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of GSA IV's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.



14. **Limitation on Damages.** In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

15. **Recording.** Grantor acknowledges that GSA IV intends to record this Easement with the appropriate recording officer upon execution of this Easement.

16. **Hold Harmless.** Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV 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 GSA IV or its agents. GSA IV 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 GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

17. **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, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; (d) as of the date of this Easement, there are no aspects of title that might interfere with or be adverse to GSA IV's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

18. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV 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 GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section 18 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.

19. **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 GSA IV.



20. **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 GSA IV'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 GSA IV from using the Easement Area for the uses intended by GSA IV.

21. **Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV 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.

22. **Construction of Document.** Grantor and GSA IV 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.

23. **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 Easement shall be Skagit County, Washington.

24. **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:

ChannelView, LLC
c/o Michael V. Fohn
P.O. Box 650
Burlington, Washington 98233

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With a copy to:

B. David Thomas, Attorney at Law
PO Box 2821
Kirkland, WA 98083-2821

If to GSA IV

Global Signal Acquisitions IV LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

25. 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. GSA IV 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, GSA IV 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 GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of the assignment.

26. 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.

27. Mortgages. This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and GSA IV's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to GSA IV a non-disturbance agreement for each such mortgage, in recordable form.

28. Successors and Assigns. The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV 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 GSA IV's rights hereunder.

29. 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.

[Remainder of Page Intentionally Blank]

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IN WITNESS WHEREOF, Grantor and GSA IV, 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.

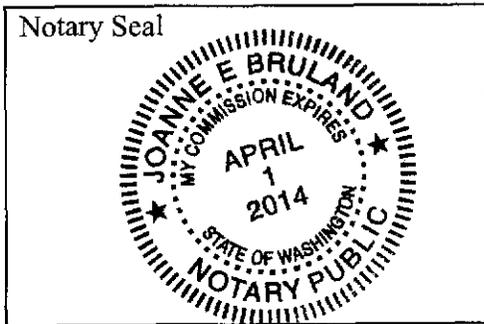
GRANTOR:
CHANNELVIEW, LLC, a Washington
limited liability company

By: [Signature]
Print Name: Michael V Fohn
Title: Manager

STATE OF Washington)
)SS.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Michael V Fohn is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of CHANNELVIEW, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5/5/10



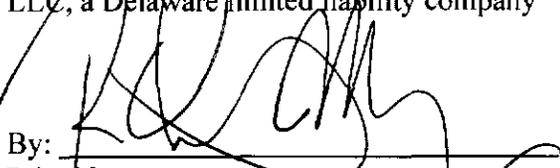
[Signature]
(Signature of Notary)
Joanne E Bruland
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 4/1/14

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UNOFFICIAL DOCUMENT

GSA IV:
GLOBAL SIGNAL ACQUISITIONS IV
LLC, a Delaware limited liability company

By: 

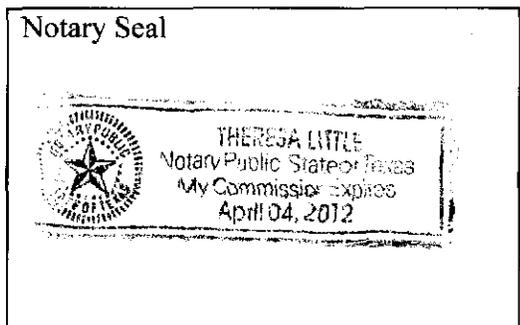
Print Name: R. Christopher Mooney

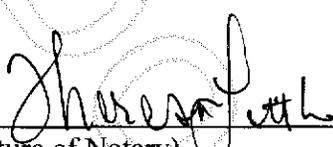
Title: Director - Land Acquisition Operations

STATE OF TEXAS)
)SS.
COUNTY OF HARRIS)

I certify that I know or have satisfactory evidence that R. CHRISTOPHER MOONEY is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the DIRECTOR of GLOBAL SIGNAL ACQUISITIONS IV LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5-5-10





(Signature of Notary)

THERESA LITTLE

(Legibly Print or Stamp Name of Notary) TEXAS

Notary Public in and for the State of Washington

My appointment expires: 4-4-12



UNOFFICIAL DOCUMENT

EXHIBIT "A"
TO GRANT OF EASEMENT

[Description of Grantor's Property]

Lot 11, "PLAT OF CHANNELVIEW," as per plat recorded on September 19, 2000, under Auditor's File No. 200009190049, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

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EXHIBIT "B"
TO GRANT OF EASEMENT

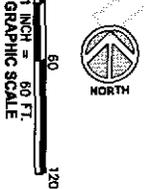
[Site sketch]

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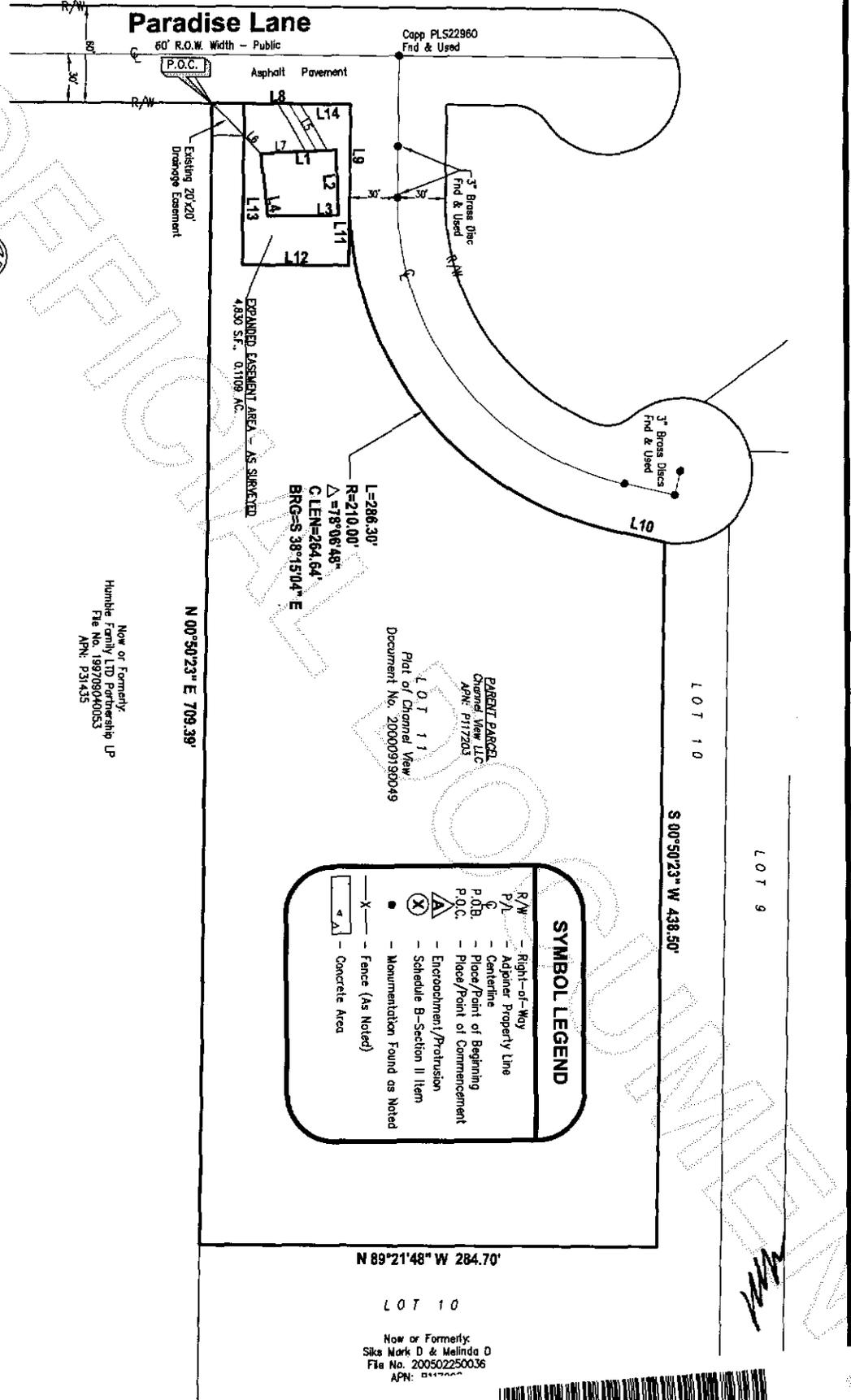


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UNOFFICIAL DOCUMENT



Paradise Lane



SYMBOL LEGEND

- R/W - Right-of-Way
- P/L - Adjacent Property Line
- Q - Centline
- P.O.B. - Place/Point of Beginning
- P.O.C. - Place/Point of Commencement
- △ - Encroachment/Protrusion
- ⊗ - Schedule B-Section II Item
- - Monumentation Found as Noted
- - - - - Fence (As Noted)
- ▭ - Concrete Area

Now or Formerly:
Humble Family LTD Partnership LP
File No. 199709040053
APN: P31435

EXHIBIT PARCEL
Chrome View LLC
APN: P177205
LOT 11
Plat of Channel View
Document No. 200009190049

<p>AS-BUILT SURVEY 364 Paradise Lane Auburn, WA, 98221 Skagit County</p>	<p>Millman Surveying, Inc. 1742 Georgetown Road, Suite H Hudson, Ohio 44236 Phone: (800) 520-1010 www.millmansurveying.com</p>	<p>Drawn By: JLD Date: 04/15/2010 Checked: JAM</p>	<p>Project Manager: JAM Scale: 1" = 60' Sheet: 2 of 3</p>
<p>McCASTLE SITING CONSULTANTS 1111 1/2 1st Avenue NW Seattle, WA 98107</p>		<p>APN: P177205</p>	



EXHIBIT "C"
TO GRANT OF EASEMENT

[Description of Easement Area]

Situated in the County of Skagit and State of Washington, being a portion of Lot 11 of the Plat of Channel View as recorded in Document No. 200009190049, Skagit County Deed Records and known as being a 4,830 sq. ft. expansion easement area over and upon the lands conveyed to Channel View LLC and being more particularly described by metes and bounds as follows;

Beginning at a point on the southern right-of-way line of Paradise Lane for the northeast corner of Lot 11, Plat of Channel View;

Thence, South 00°48'20" East, a distance of 100.04 feet;

Thence, North 89°09'37" West, a distance of 66.49 feet;

Thence, North 00°50'23" East, a distance of 100.00 feet;

Thence, South 89°11'40" East, a distance of 66.43 feet to the place of beginning.

Excepting there from the following described tract of land

Commencing at a point on the southern right-of-way line of Paradise Lane for the northwest corner of Lot 11, Plat of Channel View; Thence leaving Paradise Lane and crossing Lot 11, South 43°55'08" East, a distance of 43.58 feet to the place of beginning.

Thence, North 87°32'18" East, a distance of 47.20 feet;

Thence, South 01°32'47" East, a distance of 40.93 feet;

Thence, North 89°45'49" West, a distance of 44.01 feet;

Thence, North 06°15'51" West, a distance of 38.94 feet to the place of beginning. Said exception area encumbering 1,817 square feet, more or less.

Said expansion easement area encumbering 4,830 square feet, more or less.

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