

After recording return to:

REAL ESTATE EXCISE TAX

Western PCS I Corporation
7535 B NE Ambassador Place
Portland, OR 97220
Attention: Leasing Administrator

27711
AUG 4 2008
PAID 15.30+13.88+3.06+5.00=37.24
Audrey M. Deputy
SKAMANIA COUNTY TREASURER

ACCESS AND UTILITY EASEMENT

This Access and Utility Easement ("Easement") is made and entered into effective December 2, 1996, by and between Howard and Julie Mathany ("Grantor") and Western PCS I Corporation ("Western"). 03082822030000

RECITALS

JM 8-4-08

Western has or anticipates that it will enter into that certain **transmission tower lease** (the "Lease") between Western and **Bonneville Power Administration**. Western needs to access the premises subject to the Lease (the "Leased Premises") through Grantor's real property described in Exhibit A hereto ("Grantor's Property") to install, operate, maintain, repair and remove its wireless communication system to be located on the Leased Premises. The Leased Premises is depicted in Exhibit B hereto. Grantor is willing to grant Western an access and utility easement over and across Grantor's Property in consideration of the sum paid by Western to Grantor as described herein and subject to the terms and conditions of this Easement.

Sec. 28, T10N 31W Range 8E

AGREEMENT

1. **Grant of Easement.** In consideration of Western's one-time payment to Grantor of **One Thousand and No/100 (\$1,000.00)**, which Grantor acknowledges receipt of, Grantor hereby grants to Western a non-exclusive access easement over a portion of Grantor's Property as described and/or shown on Exhibit C hereto (the "Easement Area"). The easement granted by Grantor to Western is limited to ingress and egress to, from and across the Easement Area for purposes of vehicular and pedestrian access to and from the Leased Premises and for the installation and maintenance of utility lines to service Western's communication facility. Western and its agents and contractors shall have the right to use the Easement Area. Grantor shall have the right to use the Easement Area so long as such use is not inconsistent with Western's use.

2. **Term of Easement.** The term of this Easement shall be 25 years from the effective date of this Easement. Upon termination of this Easement Western shall execute a document in recordable form evidencing the termination of this Easement.

3. **Maintenance and Repair.** Western shall be responsible for any maintenance or repair to the Easement Area required on account of extraordinary use of or damage to the Easement Area caused by Western's use of the Easement Area.

4. **Indemnification.** Each party agrees to indemnify and hold the other party harmless from any loss, claim or liability arising in any manner out of such party's use of the Easement Area or the breach of this Easement.

5. **Covenant Running with the Land.** Grantor and Western agree that this Easement, and all covenants contained herein, touch and concern the land, run with the land and bind and benefit the affected properties. Grantor and Western agree that this Easement shall be binding upon the transferees, successors, heirs and assigns and all covenants contained therein shall similarly be binding upon them.

6. **Attorney Fees.** In the event legal action is commenced in connection with this Easement (including any action in bankruptcy court or other similar creditor's right proceeding), the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred in the trial court and any appeal therefrom.

7. **Taxes.** Grantor shall be solely responsible for the payment of all real property taxes imposed upon the Easement Area.

8. **Title and Authority.** Grantor represents and warrants to Western that: (i) it is the sole owner of Grantor's Property, (ii) there are no matters affecting title to the Easement Area which would materially interfere with Western's use of the Easement Area, and (iii) Grantor has full right and authority to enter into this Easement and that the person executing this Easement on behalf of Grantor (if any) has full authority and power to do so.

9. **Utilities.** The telephone and electrical power cables are buried at depth of 36" and are located on the West side of the easement.

IN WITNESS WHEREOF, Grantor and Western execute this Easement as of the date first written above.

GRANTOR:

Howard Mahony

Jelimir Mahony

WESTERN PCS I CORPORATION

By: [Signature]

Its: W

STATE OF WASHINGTON)

)

ss:

COUNTY OF SKAMANIA)

On this 2nd day of December 1996, before me personally appeared **Howard Mathany and Julie Mathany**, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said persons for the uses and purposes therein mentioned, and on oath, stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Teddy M. Midland

NOTARY PUBLIC in and for the State of Washington.

My commission expires 11-9-99.



STATE OF WASHINGTON)

) ss.

County of King)

On this 12 day of December, 1996, before me personally appeared Dana Miller, known to me to be the V.P. of Western PCS I Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Dana Miller

Notary Public for Washington

My Commission Expires 11/03/2000

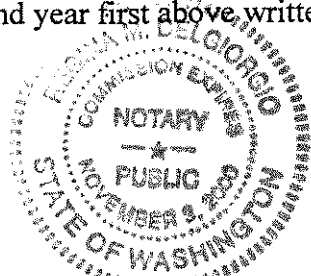


EXHIBIT A

[DESCRIPTION OF GRANTOR'S PROPERTY]

A parcel of land located in the Northwest quarter of the Northwest quarter of Section 28, Township 3 North, Range 8 East of the willamette Meridian, Skamania County, Washington described as:

Commencing at the Northwest corner of Lot 1 of the ALICE DAHL SHORT PLAT, recorded in Book 2 of Short Plats Page 81, Auditor's File No. 87718, on December 5, 1978, and running thence West to the Southwest corner of that parcel deeded to RICHARD PAUL HARRIS, et ux by deed recorded October 14, 1971 in Book 63, Page 400; thence along the Westerly line of said HARRIS PARCEL as follows: thence North 0 degrees 23' 09" East 263.67 feet; thence West 57.58 feet; thence North 0 degrees 23' 09" East 396 feet, more or less, to the South line of HOT SPRINGS AVENUE; thence West along the South line of said HOT SPRINGS AVENUE 311.34 feet, more or less, to the Northeast corner of that parcel deeded to C.O. DONAHUE, et ux, by deed recorded June 28, 1960 in Book 47, Page 294; thence along said DONAHUE PARCEL as follows: thence South 0 degrees 55' 33" West, 366 feet to the interior angle corner; thence East 79.65 feet; thence South 0 degrees 55' 33" West to the Southeast corner of said DONAHUE TRACT; thence North 89 degrees 26' 15" West 660 feet, more or less to the West line of said Section 28; thence South along said Section line 683.21 feet, more or less, to the 1/16th corner of the West line of said Northwest quarter; thence East along the South line of the Northwest quarter to the West line of SMITH-BECKON ROAD; thence North along the West line of said road to the Southeast corner of said Lot 1 of the ALICE A. DAHL SHORT PLAT; thence West to the Southwest corner of said Lot 1, thence North along the West line of said Lot 1 to the point of beginning.

EXCEPT that parcel acquired by the BONNEVILLE POWER ADMINISTRATION'S ELECTRIC POWER TRANSMISSION LINES as recorded in Book 27 of deeds, Page 315 and Page 607, and in Book 28, Page 42, Skamania County Records.

JM 8-4-08

EXHIBIT B

[DEPICTION OF LEASED PREMISES]

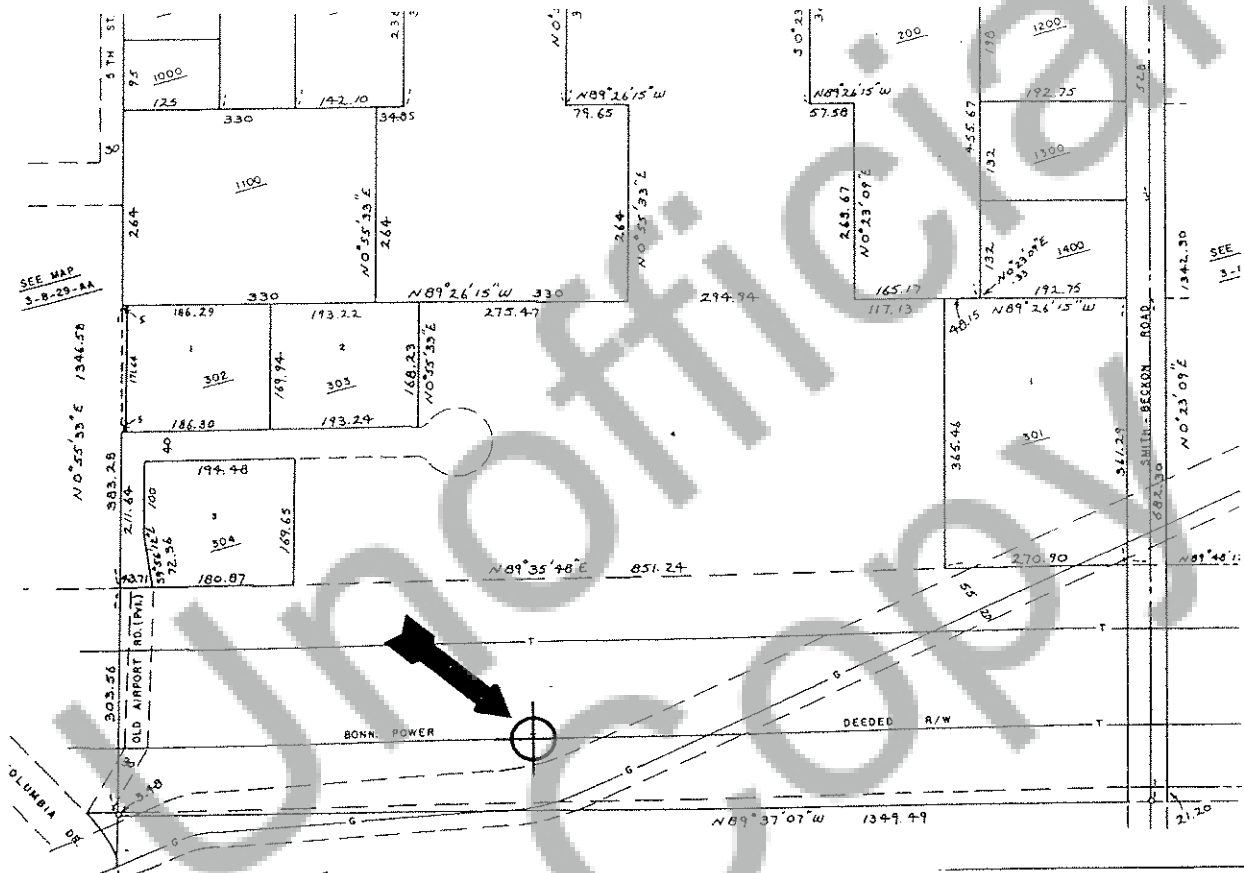


EXHIBIT C

[DEPICTION OF EASEMENT AREA]

