

When Recorded Return to:
Sawtooth Technologies, LLC.
P.O. Box 857, Stevenson, WA 98648

UTILITY EASEMENT

Aspen Development, LLC hereinafter referred to as "Grantor"), hereby grants to Sawtooth Technologies, LLC a, limited liability company in the State of Washington; its successors and assigns (hereinafter referred to as "Grantee"), a permanent non-exclusive easement to construct, use, maintain, operate, alter, upgrade, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time, the lines and appurtenant facilities and equipment pertaining to Grantee's fiber optic facilities (including but not limited to broadband internet access and appurtenant telecommunication structures and facilities, whether located above or below ground following existing Skamania PUD powerline (collectively the "Facilities"), in, over, under, across and along that certain real property described as follows (hereinafter referred to as the "the Easement Area"):

See EXHIBIT "A" attached hereto and by this reference made a part hereof

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantor covenants and warrants that Grantor is the fee simple owner of the Easement Area, that it has the authority to grant this Easement and that this Easement does not conflict with any other rights existing with respect to the Easement Area. Grantor agrees to defend these warranties against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be erected or permitted on, above or below the Easement Area and no change will be made by grading or otherwise, without the express written consent of the Grantee.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

0375 363 012-0000
0375 363 005 0000

Federal Interest. Grantee will be using funds under a Federal Grant under the Broadband Technology Opportunities Program ("BTOP") to finance construction of broadband facilities and equipment to be located within the Easement Area. Pursuant to BTOP, Grantee holds its interest in the Easement and the broadband facilities and equipment located in the Easement Area as trustee for the Federal Agency administering that program, specifically, the National Telecommunications and Information Administration ("NTIA"). BTOP further requires participants in that program to file a Covenant of Purpose, Use and Ownership (the "Federal Covenant") with the County Auditor where the property is located. The Federal Covenant, a copy of which is attached as Exhibit __ hereto, requires the Grantee's interest in the Easement or in the broadband facilities or equipment located on or in the property that is subject to the Easement, not be sold during the useful life of those items without the prior consent of NTIA. In light of the foregoing, the parties hereto agree as follows:

- (a) Grantee may file a Federal Covenant against the Easement Area in a form substantially to that attached hereto.
- (b) Any provisions of this Easement that conflict with the rules and regulations under BTOP are made subject to the provisions of those rules and regulations.
- (c) Grantee may assign its interest in the Easement to NTIA if required to do so under the rules and regulations of BTOP.

In witness hereof, Grantor has executed the foregoing Utility Easement this 15 day of MARCH 2012.

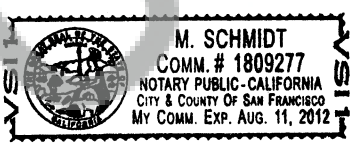
_____, a _____
Aspen Development, LLC
By [Signature]
As Its: MANAGING MEMBER

STATE OF California
) ss:
COUNTY OF San Francisco

This instrument was acknowledged before me, the undersigned Notary Public, this 15th day of MARCH 2012, by Ben Grondahl as Managing Member of Aspen Development, LLC.

My Commission Expires: 08/11/12

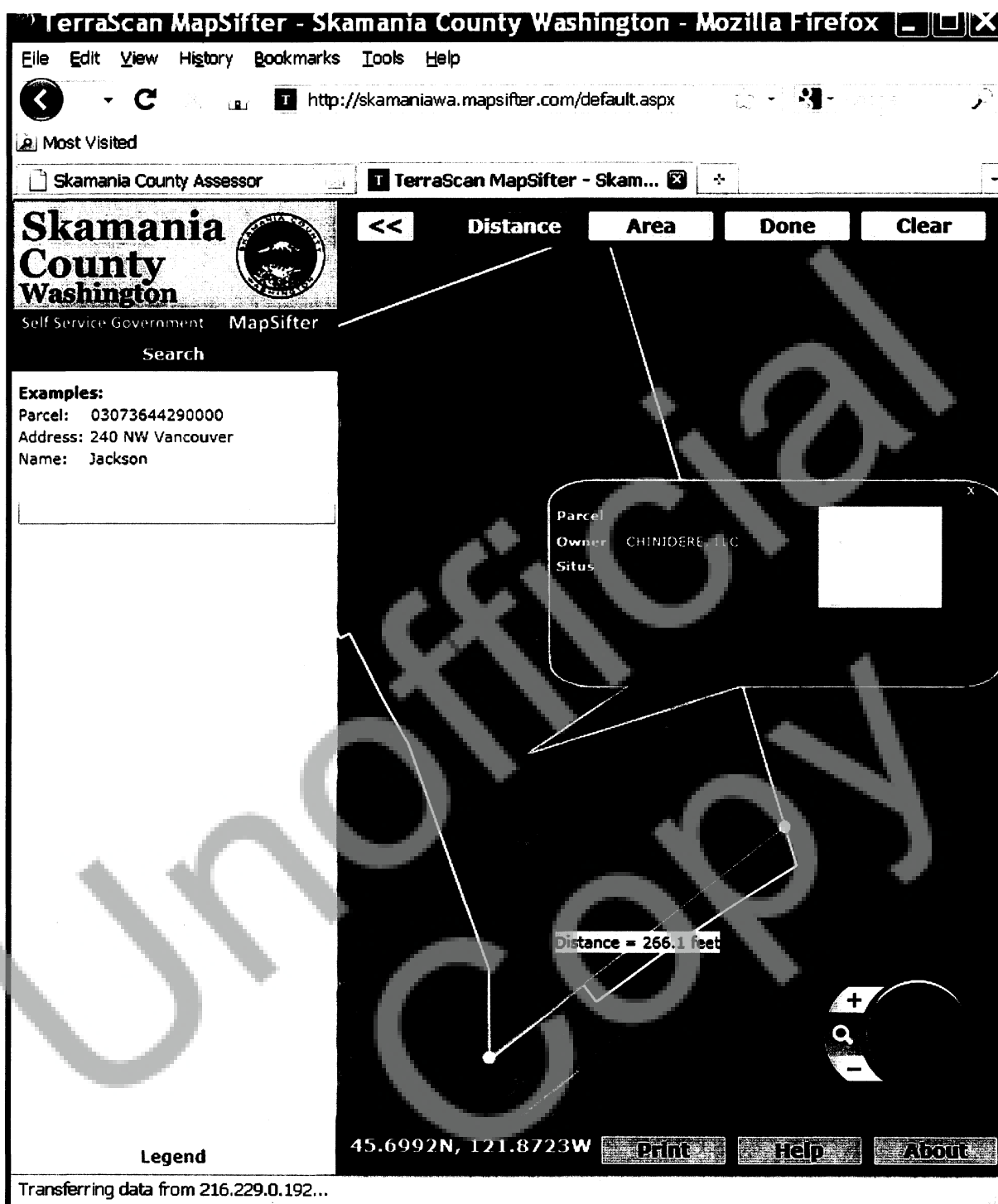
[Signature]
Notary Public



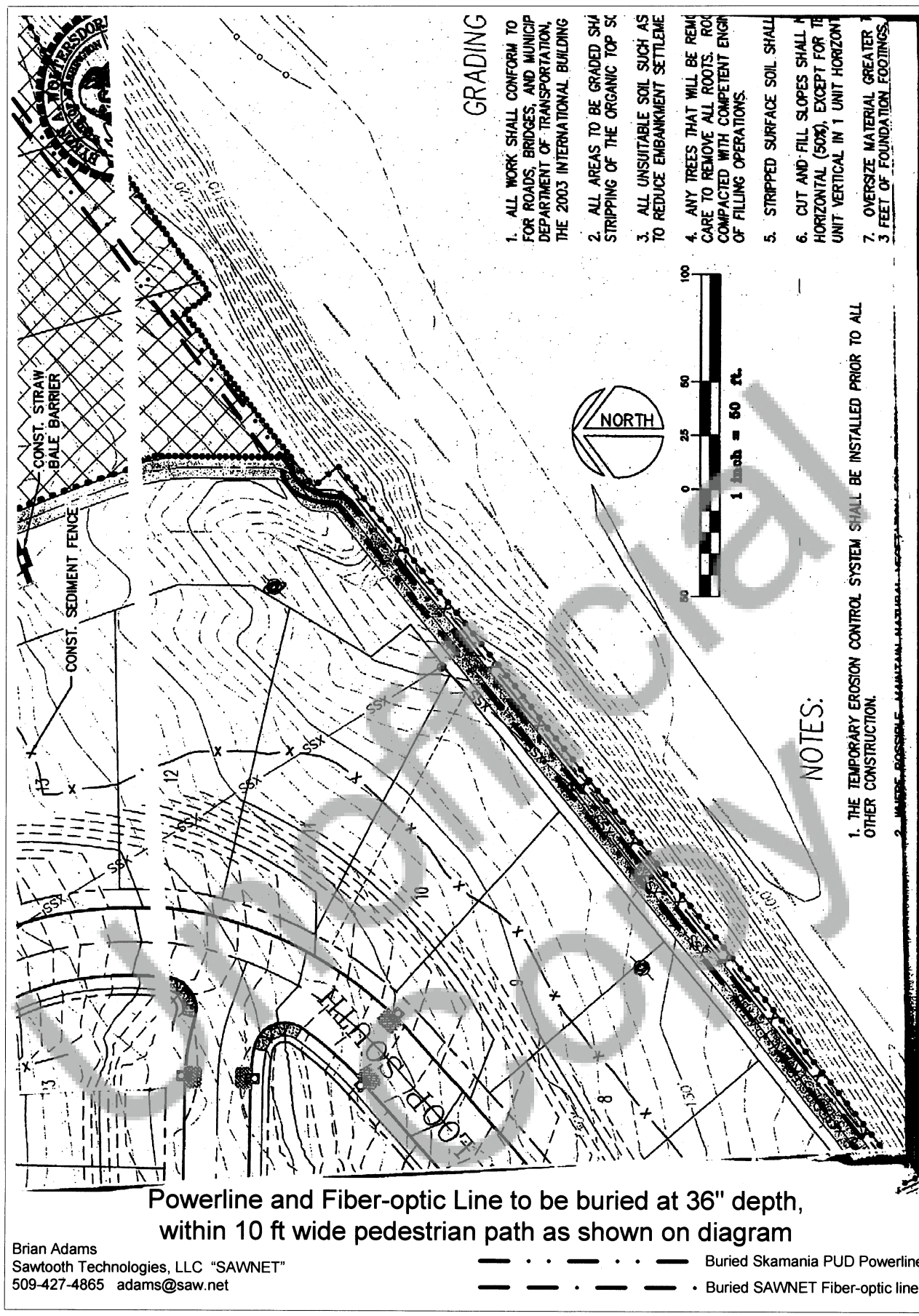
Parcel Number: 03753630120000
Map Number: U-R1-R3
Legal: LOT 1 OF THE FELIZ S/P #2008170088~
Current Owner: ASPEN DEVELOPMENT LLC
Address: 150 LOMBARD STREET, STE 1
SAN FRANCISCO CA 94111



PROPORTIONAL COST OF SKAMANIA PUD LINE
= 977 ft / 1243 ft x \$5,000 = \$3,930

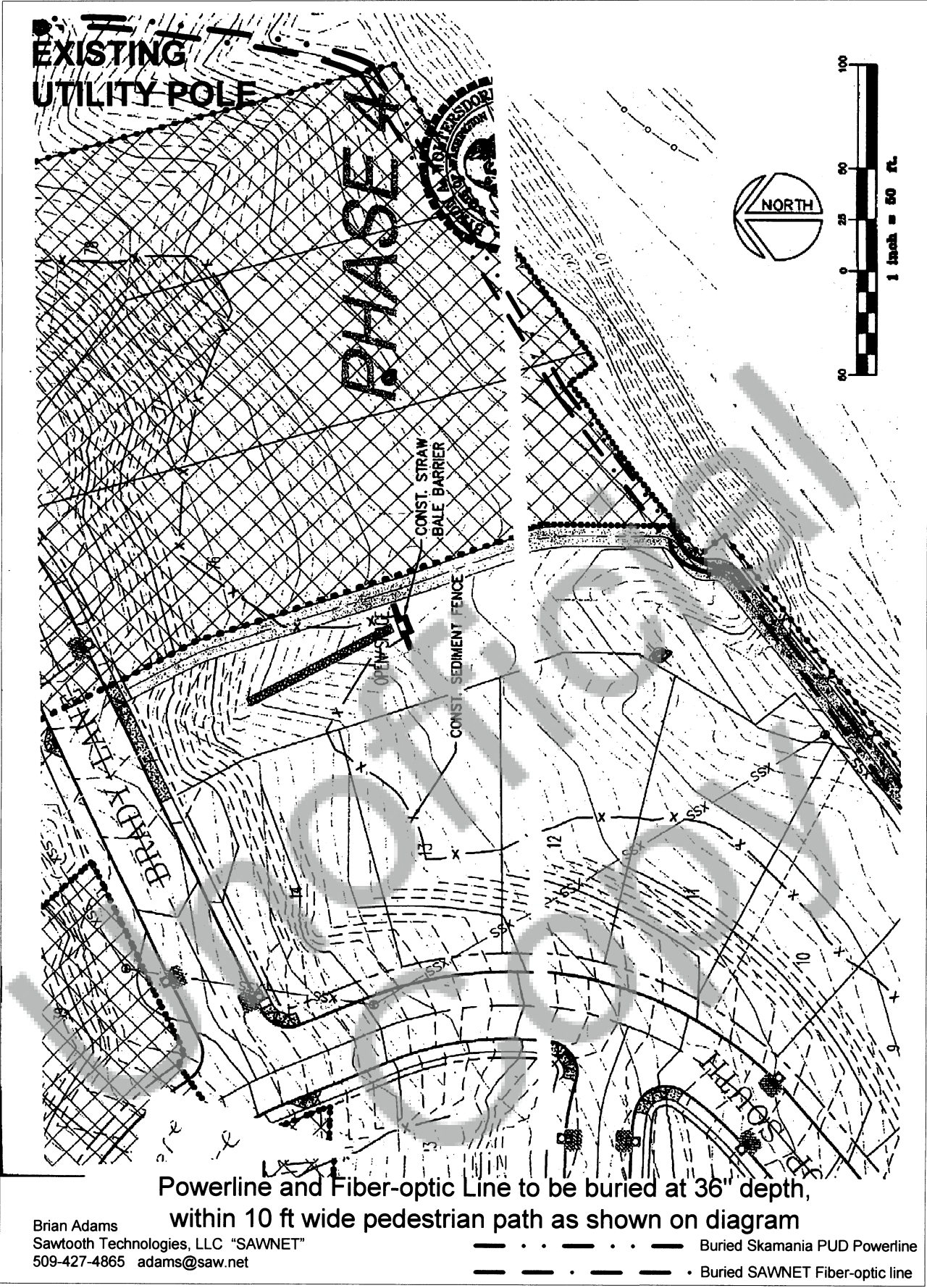


PROPORTIONAL COST OF SKAMANIA PUD LINE
= 266 FT / 1243 x \$5,000 = \$1,070



Powerline and Fiber-optic Line to be buried at 36" depth,
within 10 ft wide pedestrian path as shown on diagram

Brian Adams
Sawtooth Technologies, LLC "SAWNET"
509-427-4865 adams@saw.net



March 10, 2012

Sawtooth Technologies, LLC
P.O.Box 857, Stevenson, WA 98648
Attn: Brian Adams

To whom it may concern,

Aspen Development, LLC grants to to Sawtooth Technologies, LLC an easement as outlined in the attached exhibits for the sole purpose of installing fiber optics.

The access for the easement and proposed construction is conditioned upon Sawtooth Technologies and related entities (i) bearing all costs for easement and related construction (ii) conforming with all governmental agencies as required (ii) keep the property free and clear of any related liens except the proposed easement (iii) repair all damage arising from the proposed construction or other actions of Sawtooth Technologies and related entities (iv) indemnify and hold Aspen development, LLC and related entities harmless from all resulting liability, claims, demands, damages and costs of the easement and related construction.

Sawtooth Technologies shall carry or require anyone working on Sawtooth Technologies' behalf to carry policies of liability, workers' compensation and other applicable insurance defending and protecting Aspen Development from liability for any injuries to persons or property occurring during any activities on said property by Sawtooth Technologies or related entities.

Ren O. Grendahl



Aspen Development, LLC
Managing Member