

WHEN RECORDED RETURN TO: Sawtooth Technologies, LLC. P. O. Box 857 Stevenson, WA 98648
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DOCUMENT TITLE(S) Utility Easement
REFERENCE NUMBER(S) of Documents assigned or released:
<input type="checkbox"/> Additional numbers on page ____ of document.
GRANTOR(S): Jon Heemeier
<input type="checkbox"/> Additional names on page ____ of document.
GRANTEE(S): Sawtooth Technologies, LLC.
<input type="checkbox"/> Additional names on page ____ of document.
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter): Lot 2, Gaynor SP Bk T / Page 99 NW/4 SW/4 Sec. 36, T 3 N, R 7 1/2 E
<input type="checkbox"/> Complete legal on page ____ of document.
TAX PARCEL NUMBER(S): 03753623150100
<input type="checkbox"/> Additional parcel numbers on page ____ of document.
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.



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

UTILITY EASEMENT

Jon Heemeier, having an address at 500 Major St, PO Box 1219, Stevenson, WA 98648 (hereinafter referred to as "Grantor"), hereby grants to **Sawtooth Technologies, LLC**, a Washington Limited Liability Company, 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, including but not limited to the following (collectively the "Facilities")):

fiber-optic cables with supporting strand, conduit, pull boxes, splice cases

in, over, under, across and along that certain real property described as follows (hereinafter referred to as the "Easement Area"):

parcel # 03753623150100, (Legal Description LOT 2 GAYNOR SP BK T/PG 99)

per existing utility easement / right of way deviation from existing location and / or means of traverse requires consent of grantor.

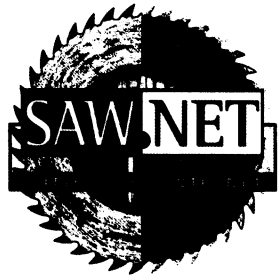
Grantor further conveys to Grantee the right of ingress and egress to, across and from the Easement Area during all periods of surveying, construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands, with the right to clear and keep cleared all trees and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

This Easement is granted in consideration of the mutual benefits to the parties accruing therefrom.

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.



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 on 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 requires that 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 Grantor agrees as follows:

- (a) Grantee may file a Federal Covenant with respect to its rights hereunder, as required by the BTOP program.
- (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 10 day of FEB, 2012.

GRANTOR
By: [Signature]
Printed Name Jon HEEMEIER
Title HOMEOWNER

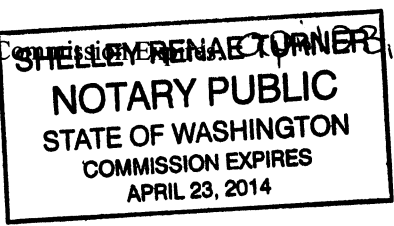


Individual acknowledgement

STATE OF Washington
COUNTY OF Stamania

On this the 10th day of February, 2012, before me, the undersigned officer, personally appeared Jon Heemeier who by me duly sworn, did depose and say that (s) he resides at 500 NE Major St, Stevensport 98448, and that (s)he is the person who signed the foregoing instrument as his/her own act and deed.

My Commission Expires: April 23, 2014



Shelley Turner
Notary Public

Individual acknowledgement

STATE OF _____
COUNTY OF _____

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____ who by me duly sworn, did depose and say that (s) he resides at _____, and that (s)he is the person who signed the foregoing instrument as his/her own act and deed.

My Commission Expires: _____ Notary Public _____

Corporate acknowledgement

STATE OF _____
COUNTY OF _____

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____ who by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is the _____ of _____, the company named in and which executed the above instrument, and that (s)he, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as _____.

In witness whereof I hereunto set my hand and official seal.

My commission expires: _____ Notary Public: _____

Exhibit "B"

Blue line approximates path
of buried fiber optic
telecommunications cable.
Light-blue is the portion that
traverses property belonging
to Jan Haemeier

Red line represents previous
proposed (aerial) path,
which will not be used





Sawtooth Technologies, LLC.

Greetings Jon,

Sawtooth Technologies, LLC is working on a project to provide high speed internet access across fiber optic cable throughout the Columbia River Gorge.

The fiber optic telecommunications cable being installed is part of a federaliy-funded project managed by Northwest Open Access Network (noanet.net) and will expand broadband access to the rural un-served and under-served areas in Washington State.

We are seeking your assistance in completing this project and are requesting an easement that would allow installation of a fiber optic cable in alignment with and attached to existing Skamania County PUD utility poles across approximately 169' of property you own.

Attached is a drawing of the area in question and a formal agreement for your review and signature. We can cover any legal expenses you might incur in the processing of this request.

You may contact me or Brian Adams with any questions.

Thank you for your consideration,

Gary Daubenspeck
Sawtooth Technologies, LLC
50 SE Cascade Ave, PO Box 857
Stevenson, WA 98648
Tel (509) 427-4865
Fax (509) 427-4828
Cell (360) 450-1522
gdaub@saw.net