

EXHIBIT NO. \_\_\_\_\_ (PJE-2)  
October 20, 2005  
DOCKET NO. UT-050606

WITNESS: PAUL J. EISENBERG

BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,

Complainant,

v.

INLAND TELEPHONE COMPANY,

Respondent.

EXHIBIT TO DIRECT TESTIMONY OF PAUL J. EISENBERG  
ON BEHALF OF SUNCADIA, LLC

OCTOBER 20, 2005

**ORIGINAL**

RETURN ADDRESS:

Inland Telephone Company  
P.O. Box 171  
Roslyn, WA 98941

UTILITY EASEMENT AGREEMENT

GRANTOR:  
GRANTEE: INLAND TELEPHONE COMPANY  
SHORT LEGAL:  
ASSESSOR'S PROPERTY TAX PARCEL(S):

THIS UTILITY EASEMENT AGREEMENT ("Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2004, by and among \_\_\_\_\_ ("Grantor" herein), and Inland Telephone Company, a Washington corporation ("ITC" herein).

RECITALS

- A. Grantor is a \_\_\_\_\_ company engaged in real estate development and related fields, and is experienced in the construction of roads, utilities and site improvements.
- B. ITC is a purveyor of communications utility.
- C. Grantor and ITC are willing to cooperate in the installation of certain utilities on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and commitments set forth herein, the parties agree as follows:

I Grant of Easement.

1.1 For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, Grantor, its successors and assigns hereby grant and convey to ITC, its successors and assigns, a non-exclusive perpetual utility easement for communication services over, under, along, across and through the real property of Grantor depicted on Exhibit A ("Property" herein) in Kittitas County, Washington.

1.2 Except as may be otherwise set forth herein, ITC's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) that is ten (10) feet in width having five (5) feet of such width on each side of the centerline of ITC's systems located as constructed or to be constructed, extended or relocated on the Property including access to and egress from the Easement Area across the Property.

1.3 ITC shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of communications services. Together with the right to access over and across said Property to enable ITC to exercise its rights hereunder. As used herein, the term "systems" shall include all appurtenances and facilities as are necessary, in the judgment of ITC, for the operation and maintenance of said systems. Any and all materials supplied by Grantor and utilized by ITC in connection with the systems, shall become the sole property of ITC.

1.4 Grantor agrees not to erect any structures on said Easement Area, and further agrees not to place trees, rockeries, fences or other obstructions on the Property that would interfere with the exercise of ITC's rights herein.

2. Notices. All notices or other communications shall be in writing and shall be sent by personal delivery, telephone facsimile transmission, first-class mail, postage prepaid, or express courier or delivery service, addressed as follows:

If to Grantor, to:

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If to ITC, to:

Douglas W. Weis  
Inland Telephone Company  
103 South Second St. (delivery)  
P.O. Box 171 (mailing address)  
Roslyn, WA 98941  
(509) 649-2211 (telephone number)  
(509) 649-3300 (facsimile number)

with a copy, to:

James K. Brooks  
Inland Telephone Company  
103 South Second St. (delivery)  
P.O. Box 171 (mailing address)  
Roslyn, WA 98941  
(509) 649-2211 (telephone number)  
(509) 649-3300 (facsimile number)

Any party may change its address for notice by notice given to the other party in accordance with this Section.

3. Successors and Assigns. This Agreement shall be a covenant running with the land and shall benefit and burden the Grantor Property. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. Grantor, at its option, may record a copy of this Agreement, or a memorandum of same signed by Grantor in the real property records of Kittitas County, Washington.

4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

\_\_\_\_\_  
By: \_\_\_\_\_  
(Corporate Officer Signature)  
\_\_\_\_\_

INLAND TELEPHONE COMPANY  
By: Douglas W. Weis *Douglas W. Weis* Pres.  
Douglas W. Weis, President

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known or proved to me on the basis of satisfactory evidence to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, that executed the foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Signature of Notary  
Notary public in and for the state of \_\_\_\_\_,  
residing at \_\_\_\_\_,  
My appointment expires \_\_\_\_\_.

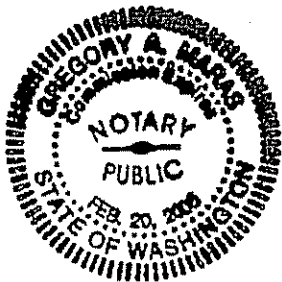
STATE OF WASHINGTON )

) ss.

COUNTY OF KITTITAS )

On this 18<sup>th</sup> day of JUNE, 2004, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DOUGLAS W. WEIS to me known or proved to me on the basis of satisfactory evidence to be the PRESIDENT of INLAND TELEPHONE COMPANY, a Washington corporation, that executed the foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that DOUGLAS W. WEIS is authorized to execute the said instrument.

GIVEN under my hand and official seal hereto affixed this 18<sup>th</sup> day of JUNE, 2004.



Gregory A. Maras  
Signature of Notary  
Notary Public in and for the state of Washington,  
residing at RONALD,  
My appointment expires 2-20-05.