

WHEN RECORDED RETURN TO:

Sawtooth Technologies, LLC.

P. O. Box 857

Stevenson, WA 98648

DOCUMENT TITLE(S)

Utility Easement

REFERENCE NUMBER(S) of Documents assigned or released:

Additional numbers on page ____ of document.

GRANTOR(S):

Skamania County Fire District #1

Additional names on page ____ of document.

GRANTEE(S):

Sawtooth Technologies, LLC.

Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

SE/4 SE/4
Sec. 20, T 3 N, R 8 E

Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

03082044210000

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

Skamania County Fire District #1 having an address at P.O. Box 309, Carson, WA 98610 (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 20-year, non-exclusive easement to install fiber optic lines to and mount an equipment box at the Carson Fire Hall, and repair, replace, reconstruct, inspect and remove at any time and from time to time, the line and equipment pertaining to Grantee's fiber optic/ microwave facilities (including but not limited to broadband providing Internet access) (collectively the "Facilities") across that certain real property described as follows (hereinafter referred to as the "Easement Area"):

Skamania County Tax Parcel Number: 03082044210000

Description of Facilities to be installed on Easement Area: Hoffman Wall Mount (approximately 6ft x2ft x 2.5 ft) steel painted box and fiber-optic patch panel and equipment to supply Internet services to Schools, Businesses, and customers in the Carson area; along with any necessary lines for the provision of electric power to the box. The fiber-optic line will attach to the utility pole with the siren and connect to the above-described box through conduit crossing the Grantor's land from Wind River Highway to the Carson Fire Hall.

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.

SawNet will provide, at no charge, basic wireless and wired Internet service to the Grantor's firehall office for as long as the Facilities are being located at the building. In the event that Grantor sells its interest in the property, SawNet will continue to provide Internet service to Grantor's successor, provided that such successor is a public agency.

Hold Harmless: Grantee agrees to indemnify and hold Grantor harmless from and against any and all claims, liability, damage or loss to persons, including loss of life, or to property which arise out of Grantee's use or occupancy of the Easement Area, or out of any act of Grantee, its employees, agents or invitees in connection therewith.

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 15th day of OCT, 2012 but effective as of June 22, 2012.

GRANTOR:

Board of Commissioners,
Skamania Fire District No. 1

By:

Robert Callahan
Robert Callahan, Chairman

Gary Blaisell
Gary Blaisell, Commissioner

Todd Kingston
Todd Kingston, Commissioner

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