

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):

Peter J. Lillegard

☐ 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):

**Lot 6
Sec. 31, T 3 N, R 8 E**

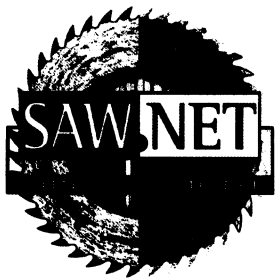
☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

03083100010000

☐ 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

Peter Lillegard, having an address at PO Box 492, 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 # 03083100010000 (Map # G-F1-DFL)

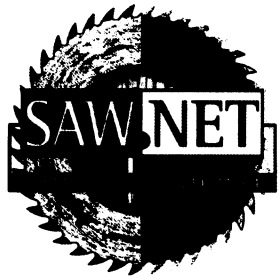
Grantor further conveys to Grantee the right of ingress and egress to, across and from the Easement Area during all periods of surveying, construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands, with the right to clear and keep cleared all trees and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

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.

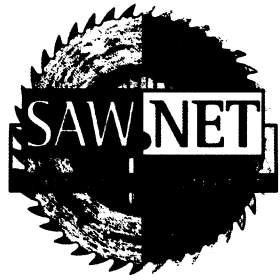
In light of the foregoing, the Grantor agrees as follows:

- (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 24 day of August, 2011.

GRANTOR
By: Peter Lillegard
Peter Lillegard
Printed Name

Title



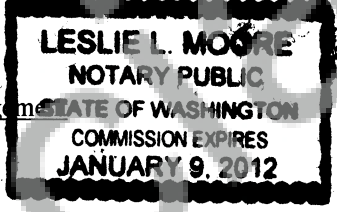
Individual acknowledgement

STATE OF Washington
COUNTY OF Skamania

On this the 24th day of August, 2011, before me, the undersigned officer, personally appeared Peter Lillegard who by me duly sworn, did depose and say that (s) he resides at 72 Watcher Rd Stevenson, WA, and that (s)he is the person who signed the foregoing instrument as his/her own act and deed. 98648

My Commission Expires: 1-9-2012

Leslie L. Moore
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

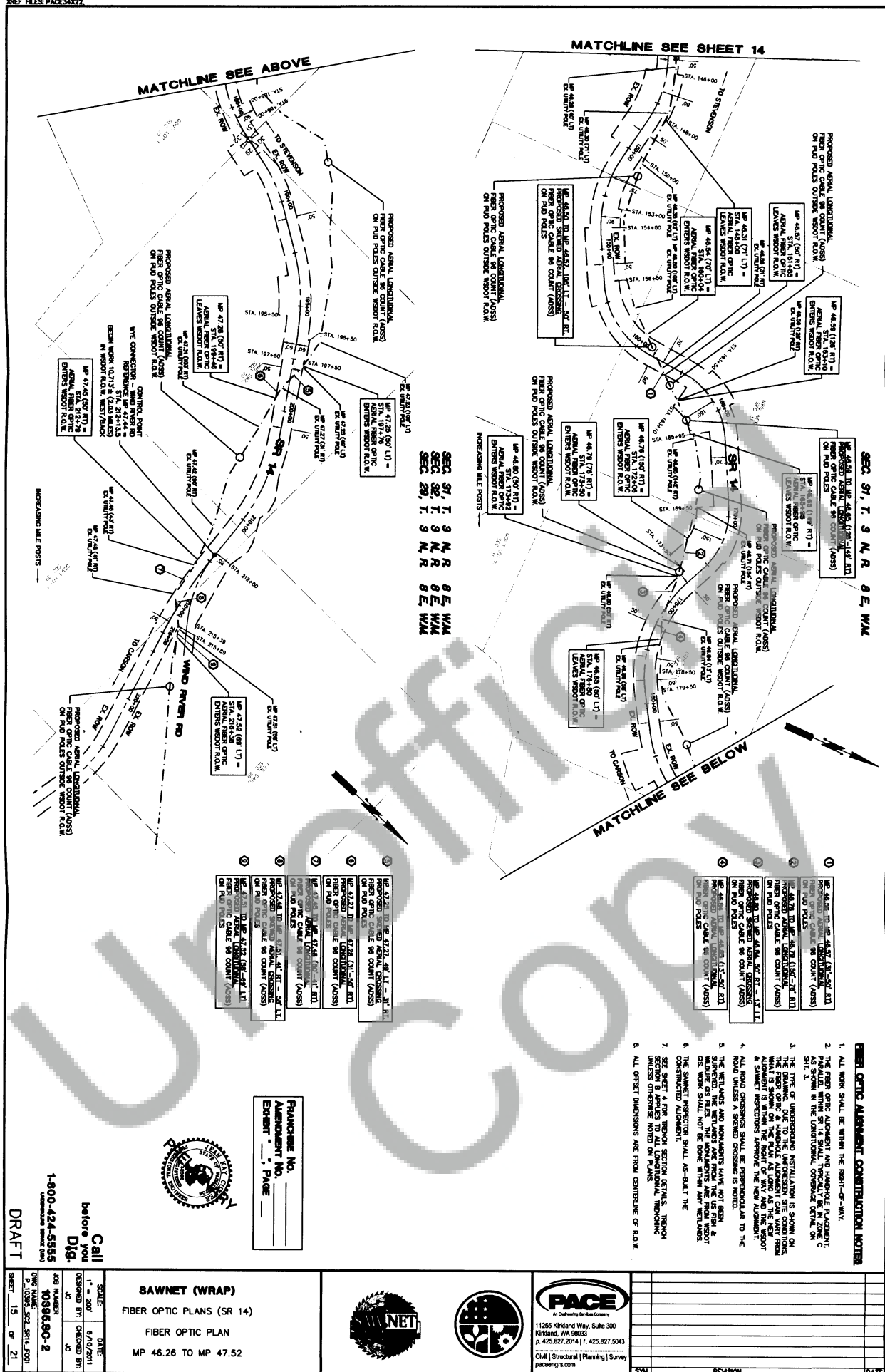
STATE OF _____
COUNTY OF _____

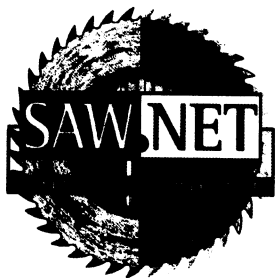
On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____ who by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is the _____ of _____, the company named in and which executed the above instrument, and that (s)he, being duly authorized 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:





Sawtooth Technologies, LLC.

This is a request by Sawtooth Technologies, LLC for a utility easement.

The purpose of the easement is to attach and maintain a single fiber optic telecommunications cable to existing utility (power) poles owned and maintained by the Skamania County PUD.

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

Included is the formal agreement for your review and signature.

Thank you,

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