

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):

Carolyn R. Miller

☐ 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):

**62 Butler Loop Road
1.04 acres in NE/4 Sec. 34, T 2 N, R 6 E**

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

02063410200000

☐ 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

CAROLYN R MILLER, having an address at 62 BUTLER LOOP RD, SKAMANIA, 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, 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 below ground as described below (collectively the "Facilities")):

- Buried FIBER CABLE inside 1.25" diameter conduit running:*
1. North and South about 280 ft along western edge of property line within 10 ft of property edge
 2. 12ft x 20ft space for fiber-optic equipment cabinet

across that certain real property described as follows (hereinafter referred to as the "Easement Area"):

Parcel Number: 02063410200000 (SKAMANIA COUNTY)

Map Number: G-RC-U

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, 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. Sawtooth will provide one time payment of \$500.

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. All trenching work will be restored to original condition or better through use of straw and seed.

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 2 day of MAY, 2012

GRANTOR

By: Carla R. Miller

Carolyn R Miller
Printed Name

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

