

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):

Dennis Larry Bradshaw

☐ 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):

3771 Cook Underwood Road
Lot 1 Rogers S P #1 Bk 2 / Pg 167
NW/4 Sec. 14, T 3 N, R 9 E

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

03091420030000

☐ 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

Dennis Larry Bradshaw, having an address at 3771 Cook Underwood Road, Mill A, Washington (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 above and below ground as described below (collectively the "Facilities")):

- Buried FIBER CABLE inside conduit running:*
1. North and South about 420 ft along eastern property line
 3. Utility vault and marker in ground at Southwest Corner at edge of road

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

Parcel Number: 03091420030000
Situs: 3771 COOK UNDERWOOD RD
Legal: LOT 1 ROGERS S P #1 BK 2/PG 167~

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.

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 4 day of Nov, 20 11

GRANTOR

By: Dennis L Bradshaw

Dennis Larry Bradshaw
Printed Name

Sawtooth Technologies easement for fiber-optic line

