

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):

Donna L. Peterson

☐ 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):

12 Passage Way

3 acres in Lots 3, 11 and 12, SE/4 Sec. 36, T 3 N, R 7 1/2 E

☒ Complete legal on page 2 of document.

TAX PARCEL NUMBER(S):

03753640090000

☐ 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

Donna L Peterson, having an address at 12 Passage Way, 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"):

Attach to existing Skamania PUD poles about 40FT along South Edge of Skamania County parcel # 03753640090000.

Legal description: Beginning at the intersection of east line of tract 2 of Columbia Home Tracts (as shown at page 76, official plat book), with the North line of State Road No. 8; thence West on said North line 100 feet; thence North and parallel to the east line of said Lot 2, a distance of 477 feet; thence East 100 feet to said East line; thence South on said line 477 feet to the place of beginning, and being in Lots 11 and 12 of Section 36, Township 3 North, Range 7 ½ East, Willamette Meridian.

ALSO Beginning at the Southwest corner of Lot 3, Columbia Home Tracts, thence North 377 feet following the West boundary of said Lot 3, thence East 250 feet to the East boundary of said Lot 3, thence following the East line thereof South 319 feet more or less to the Southeast corner thereof, thence in a Southwesterly direction about 255 feet following the South boundary of said Lot 3 to the place of beginning, all in Section 36, Township 3 North, Range 7 ½ East, Willamette Meridian, Skamania County Washington.

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 there from.

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 9 day of March 2012

GRANTOR

By: Donna L. Peterson

Printed Name Donna L. Peterson

Title _____





Individual acknowledgement

STATE OF Washington
COUNTY OF Skamania

On this the 9 day of March, 2012 before me, the undersigned officer, personally appeared Donna L Peterson who by me duly sworn, did depose and say that (s) he resides at Stevenson, and that (s)he is the person who signed the foregoing instrument as his/her own act and deed.

Debra A. Tennison
Notary Public

My Commission Expires:



Unofficial Copy