AFN #2013000773 Recorded 04/15/2013 at 04:26 PM DocType: EASE Filed by: SAWTOOTH TECHNOLOGIES, LLC Page: 1 of 3 Auditor Timothy O. Todd Skamania County, WA

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:
The state of the s
[ ] Additional numbers on page of document.
GRANTOR(S):
Stanley W. Andersen
[ ] 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):
42 Sprague Landing Road
Lot 1, Andersen Short Plat Bk 3 / Pg 143 Sec. 29, T 3 N, R 8 E
[ X ] Complete legal on page 2 of document.
TAX PARCEL NUMBER(S):
03082900200100

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.

AFN #2013000773 Page: 2 of 3

**Stanley Andersen** 251 Sprague Landing Rd. Stevenson, WA 98648

Sawtooth Technologies LLC PO Box 857 50SE Cascade Ave. Stevenson, WA 98648

Regarding your request for a proposed easement at 42 Sprague Landing Rd. Legal description. Lot 1, Andersen Short Plat, BK 3 PG 143.

To facilitate the need of Sawtooth Technologies to cross a portion of the above described property I, Stanley W Andersen do hereby grant to Sawtooth Technologies a license in the form of a permit to allow Sawtooth Technologies to install and maintain an overhead wire or cable above a portion of the above described parcel of land.

Stanley W Andersen

Hanley H. andersen

AFN #2013000773 Page: 3 of 3





When Recorded Return to: Sawtooth Technologies, LLC. P. O. Box 857 50 SE Cascade Avenue Stevenson, WA 98648

## UTILITY EASEMENT

Stanley W. Andersen, Trustee of the Stanley W. Andersen Revocable Living Trust, having an address at 251 Sprague Landing Road, Stevenson, WA 98648 (hereinafter referred to as "Grantor"), hereby grant 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, 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 cable with supporting strand, conduit, pull boxes and splice cases

in, over, under, across and along that certain real property described as follows (hereinafter referred to as the "Easement Area"):

Skamania CountyTax Parcel 03082900200100 Situs: 42 Sprague Landing Road Lot 1 Andersen SP Bk 3 / Pg 143 Sec. 29, T 3 N, R 8 E, EWM., Skamania County, WA

Grantor further convey 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' 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 covenant and warrant that Grantor are the fee simple owners of the Easement Area, that they have 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 agree to defend these warranties against all claims.

Grantor hereby covenant 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.