AFN #2014000609 Recorded 04/17/2014 at 02:56 PM DocType: EASE Filed by: FCCM Page: 1 of 5 Auditor Timothy O. Todd Skamania County, WA

WHEN RECORDED RETURN TO:				
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6700	Via	Austi	Parkway	
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DOCUMENT TITLE(S)				
Encroachment Pernit REFERENCE NUMBER(S) of Documents assigned or released:				
REFERENCE NUMBER(S) of Documents assigned or released:				
[] Additional numbers on page of document.				
GRANTOR(S):				
City of North Bonneville				
[] Additional names on page of document.				
GRANTEE(S):				
United Telephone Company of The Northwest dba Embara [] Additional names on page of document.				
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):				
See exhibit "A"				
[] Complete legal on page of document.				
TAX PARCEL NUMBER(S): 02072666 110160				
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.				

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ENCROACHMENT PERMIT

THIS AGREEMENT made this 23 day of July, 2008 between the CITY OF NORTH BONNEVILLE, Skamania County, Washington, herein called Permitor, and UNITED TELEPHONE COMPANY OF THE NORTHWEST dba EMBARQ its successors and assigns, herein called Permitee.

Recitals:

- 1. Permitee is an internet service provider providing service to the residents of the City of North Bonneville. It is also an Incumbent Local Exchange Carrier for telecommunications services.
- 2. Permitee wishes to construct and maintain one or more internet utility and equipment boxes on property owned by the City within an area restricted by the Grantor, Corps of Engineers to public purposes. The City has sought and obtained the consent of the Corps of Engineers to grant this use to Permitee.
- 3. Permitor is willing to allow Permitee to construct and maintain utility and equipment boxes within the City property, provided it is subject to the terms of this agreement.

AGREEMENT:

SECTION I Permit to Encroach on Property

Permitor hereby licenses and permits Permitee to encroach on its property for the limited purpose of constructing and maintaining utility and equipment boxes in the location and site configuration shown on Exhibit "A" attached hereto (the "Permited Area").

SECTION II Consideration for Permit

Consideration for this Permit is the payment by Permitee of the sum of Five Thousand and 00/100 Dollars (\$5,000) and the mutual promises made by Permitor and Permitee herein.

SECTION III Duration of Permit

This license shall commence on the last date set forth above and shall continue into perpetuity unless terminated as provided below.

SECTION IV Use of Permitted Area

Permitee shall use the right of way for the construction and maintenance of utility and equipment boxes in the site configuration and area shown on Exhibit "A", attached. This permit shall allow constitute Permitor's permission to encroach on Permitor's property within the Permited Area described and limited to the uses described herein. Any material deviation of the location or size of the equipment boxes or use of the Permited Area shall constitute a trespass against Permitor and subject Permitee to removal and compliance with the terms of this Permit. All construction shall meet State and local building and electrical codes and all City ordinances. Permitee's use of the Permited Area shall be exclusive, except for Permitor's access to the Permited Area as may be reasonably necessary.

SECTION V <u>Maintenance of Permited Area</u>

Permitee shall at its own expense, fully fence the area described and maintain the fence and area and keep it safe, in good repair and appearance at all times during the duration of this license. Permitee agrees to keep from interfering in any way with the safe use of the City property, except within the Permited Area. Permitee shall work with

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the City Public Works Director regarding the fencing and construction of the utility equipment boxes and associated infrastructure, and provide the Public Works Director with contact information and/or access to the Permited Area to ensure the Public Works Director may access the area in the event of an emergency.

SECTION VI Indemnification of Permitor

Permitee shall indemnify and defend Permitor against all claims for damage to property or injury to third persons resulting or arising from the use of the Permited Area during the duration of this license. Permitee shall maintain public liability insurance at all times sufficient to protect Permitor against all claims relating to the Permitee's use of the property subject to this Permit, and name Permitor as an additional insured on the policy. Permitee's duty to indemnify and defend shall also apply to any of Permitee's attorney fees and costs, whenever incurred (before trial, at trial and on appeal), spent defending Permitor, correcting or mitigating any default by Permitee.

SECTION VII Termination of Permit

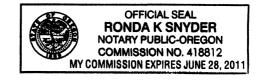
This license may be terminated by Permitee upon the giving of sixty (60) days written notice of the intent to terminate the license, together with a list of improvements on the right of way that are to be removed by the Permitee, and Permitee shall thereupon remove all such improvements within sixty (60) days of termination of the license, or by Permitee's removal of its equipment and abandonment of the premises for not less than sixty (60) days. Permitor may only terminate this Permit in the event Permitee has materially breached its obligations of maintenance or use of the Permited Area as set forth herein. This is expressly a Permit for use and is not to be construed as a conveyance to Permitee of a fee interest in the Permited Area. If, after termination by Permitor, the Permitee fails to remove the improvements within said sixty (60) day period, Permitor may remove said improvements and hold Permitee liable for all costs associated with said removal. This paragraph shall not limit Permitor's remedies in the event of a breach of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

EMBARQ TELECOMMUNICATIONS, INC. CITY OF NORTH BONNEVILLE

By Emda K. Duyder Its	By: Tom Payton, Mayor
ATTEST:	APPROVED AS TO FORM:
Mary Alanson	GARLL
Clerk of the City of North Bonneville	City Attorney
STATE OF WASHINGTON)	V
County of Skamania) ss.	

I certify that I know or have satisfactory evidence that <u>Genge Spontare</u> is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the <u>Construction Supervisor</u> of the **EMBARQ TELECOMMUNICATIONS, INC.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



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	Notary Public for Washington My Commission Expires:	
STATE OF WASHINGTON County of Skamana)) ss.)	NOTARY PUBLIC STATE (A ASHINGTON COMMISSION EXPIRES COMMISSION EXPIRES

I certify that I know or have satisfactory evidence that **Tom Payton** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the **City of North Bonneville** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public for Washington
My Commission Expires:

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EXHIBIT "A"

Legal Description of the Equipment Area (with all structures indicated)

Utility, Access and Egress easement from Evergreen Rd. to the Equipment area

Being a Communication System Easement being a part of Section 20, Township 2 North, Range 7 East W.M. Skamania County, Washington.

Commencing at the Corps of Engineers Monument NB 90 on the North Right of Way line of Evergreen Drive; Thence S 27°55'29" E 60.00 feet to the South Right of Way Line of Evergreen Drive; Thence S 16°46'08" E 53.00 feet to the POINT OF BEGINNING; Thence continuing S 16°46'08" E 30.00 feet; Thence N 73°13'52" E 30.00 feet; Thence N 16°46'08" W 30.00 feet; Thence S 73°13'52" W 30.00 feet to the POINT OF BEGINNING.

Containing 900 square feet more or less.

An access easement for ingress, egress and utility purposes, being a part of Section 20, Township 2 North, Range 7 E.W.M., Skamania County, Washington.

Commencing at the Corps of Engineers Monument NB 90 on the North Right of Way line of Evergreen Drive; Thence S 27°55'29" E 60.00 feet to the South Right of Way line of Evergreen Drive and the POINT OF BEGINNING; Thence S 16°46'08" B 53.00: Thence N 73°13'52" E 15:00 feet; Thence N 16°46'08" W 53.00 feet; Thence S 73°13'52" W 15.00 feet to the POINT OF BEGINNING.

Containing 795 square feet more or less.

