

WHEN RECORDED RETURN TO:
<u>Jack Ryan</u>
<u>6700 Via Austi Parkway</u>
<u>Mailstop: NVLVEL-3603</u>

DOCUMENT TITLE(S)
<u>Encroachment Permit</u>
REFERENCE NUMBER(S) of Documents assigned or released:
<input type="checkbox"/> Additional numbers on page ____ of document.
GRANTOR(S):
<u>City of North Bonneville</u>
<input type="checkbox"/> Additional names on page ____ of document.
GRANTEE(S):
<u>United Telephone Company of The Northwest dba Embarq</u>
<input type="checkbox"/> Additional names on page ____ of document.
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):
<u>See exhibit "A"</u>
<input type="checkbox"/> Complete legal on page ____ of document.
TAX PARCEL NUMBER(S):
<u>02072000110100</u>
<input type="checkbox"/> 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.

ENCROACHMENT PERMIT

THIS AGREEMENT made this 23rd 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 Permittee.

Recitals:

1. Permittee 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. Permittee 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 Permittee.
3. Peritor is willing to allow Permittee 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 Permittee 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 "Permitted Area").

SECTION II

Consideration for Permit

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

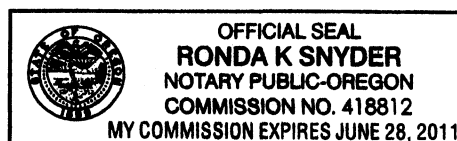
Use of Permitted Area

Permittee 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 Peritor's permission to encroach on Peritor's property within the Permitted 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 Permitted Area shall constitute a trespass against Peritor and subject Permittee 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. Permittee's use of the Permitted Area shall be exclusive, except for Peritor's access to the Permitted Area as may be reasonably necessary.

SECTION V

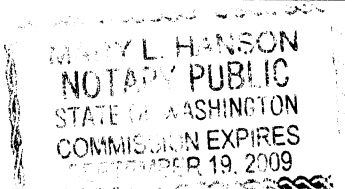
Maintenance of Permitted Area

Permittee 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. Permittee agrees to keep from interfering in any way with the safe use of the City property, except within the Permitted Area. Permittee shall work with



Notary Public for Washington
My Commission Expires: _____

STATE OF WASHINGTON)
County of Skamania) ss.
)



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.

Mary L. Hanson
Notary Public for Washington
My Commission Expires: 9-19-09

Unofficial Copy

EXHIBIT "A"

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

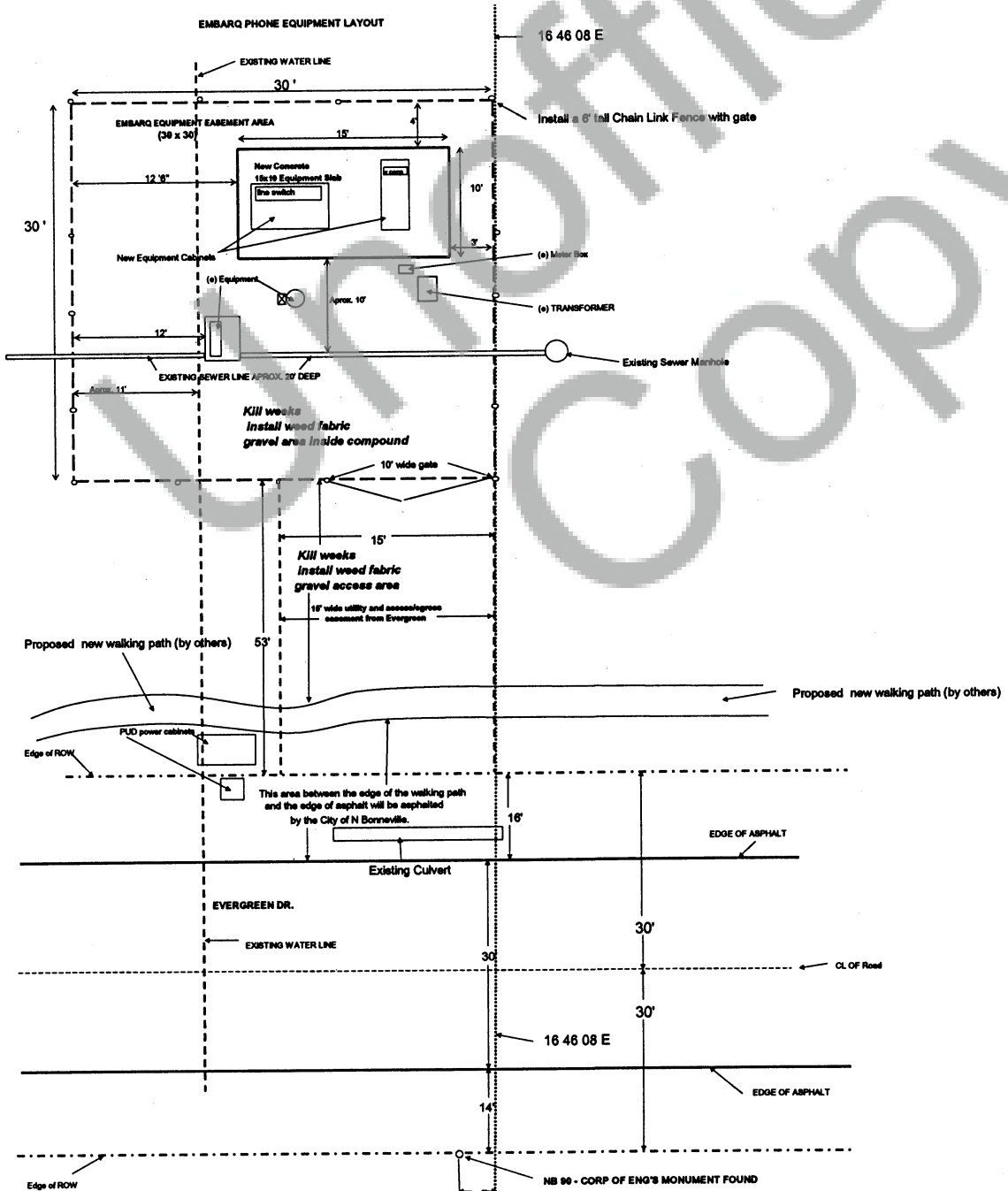
Containing 900 square feet more or less.

Also

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" E 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.



Embarq acknowledges the existence of a water and sewer line (the exact location is not know, however their approximate location is depicted in this sketch).
If the City needs to repair, modify or replace one or both of these lines, The City of N. Bonneville will first make an attempt to intercept the
pipe/pipes outside the 30 x 30 compound and re-route around Embarq's 30 x 30 compound. If the City decides at it's sole discretion not to re-route the line,
Embarq will move it's equipment temporarily to facilitate the line repair and will place the equipment back in it's original position after the City has completed it's repair.

City of North Bonneville
Date 7/23/08
T. E. P. / T. P.

EMBARQ
Date 7/23/08
[Signature]