

**CITY OF OTHELLO
ENCROACHMENT PERMIT**

July 10, 1989

AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a corporation, and its associated and allied companies, its and their respective successors, assigns, lessees and agents, (hereinafter collectively called "AT&T") is hereby granted an Encroachment Permit to construct, operate, maintain, replace and remove such communication systems as AT&T may from time to time require, consisting of underground cables, wave guides, wires, conduits, manholes, drains, splicing boxes, repeaters, repeater housing and other facilities for similar uses, together with surface testing terminals, markers and other appurtenances, upon, over, under and across a strip of land fifteen feet (15') wide located within the land hereinafter described owned by the City of Othello.

The area for which the Encroachment Permit is authorized is identified in red on the map attached hereto as Exhibit "A" and incorporated herein by this reference and lies within that portion of Plat 1, UNITED INDUSTRIAL PARK, which was dedicated to the public to be utilized as a road system in the UNITED INDUSTRIAL PARK.

This Encroachment Permit is subject to the following express terms and conditions:

1. The work shall be completed no later than the 1st day of September, 1989.

2. AT&T shall bury its cables to a depth of at least five feet (5') so as not to interfere with any future installation, maintenance and repair of the roads in the UNITED INDUSTRIAL PARK.

3. The installation of the cables, and all future maintenance and repair to the cables which require excavation of all or any portion of the area for which the Encroachment Permit is granted shall be performed in a careful and workmanlike manner with as little damage to the area as is possible, and by returning the area as closely as possible to its condition immediately prior to the commencement of the work.

4. All costs and expenses incurred to install, excavate, repair and maintain the cables and the area for which the Encroachment Permit is granted shall be at the sole cost of AT&T who shall hold the City harmless from any payment, cost or expense thereon.

5. AT&T agrees to defend, indemnify and save the City of Othello, its elected officials, officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation, or other damages resulting from injury to any person (including injury resulting in death), or damages (including loss or destruction to property) of whatsoever nature arising out of or incident to the activity conducted by AT&T pursuant to this Encroachment Permit, including, but not necessarily limited to all work performed by any of AT&T's employees, agents, and other parties designated by AT&T to perform work within the area governed by the Encroachment Permit.

6. In the event any dispute shall arise between the parties hereto over any terms, conditions or covenants of this Encroachment Permit, or the enforcement thereof which dispute shall result in litigation, it is mutually agreed that the Court may award the prevailing party in such action, reasonable attorney's fees plus costs allowable by law (including costs of appeal and of searching the records) incurred incident to that proceeding. The venue of any action brought to enforce the terms of this Agreement shall be brought in Adams County, Washington.

7. The covenants, terms, conditions and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

This Permit is issued by the City of Othello subject to the terms and provisions contained herein, and attached hereto and all applicable state laws and city ordinances.

Effective Date: July 10, 1989.

THE CITY OF OTHELLO, a Municipal Corporation,

By: Robert A. Maestre
CLERK/ADMINISTRATOR

All of the terms and conditions set forth in this Encroachment Permit are understood and agreed to, this 11th day of July, 1989.

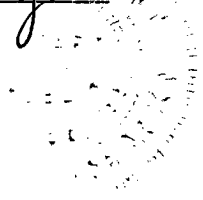
AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a corporation,

By: James B Livingston
AUTHORIZED AGENT

STATE OF WASHINGTON)
)ss.
County of Adams)

On this day personally appeared before me ROBERT MAESTRE, to me known to be the Clerk/Administrator of the CITY OF OTHELLO, the corporation who executed the within and foregoing instrument and he acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned on behalf of said corporation.

GIVEN under my hand and official seal this 10th day of July, 1989.



Bonnie Thompson
Notary Public in and for the State of Washington, residing at Othello.
My Commission Expires: 4-30-91

STATE OF WASHINGTON)
)ss.
County of ADAMS)

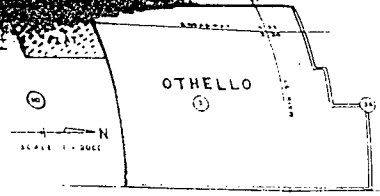
On this day personally appeared before me JAMES LIVINGSTON and -----, to me known to be the Permit Assistant and ----- respectively of AMERICAN TELEPHONE AND TELEGRAPH COMPANY, the corporation who executed the within and foregoing instrument and they acknowledged that they signed the same as

their free and voluntary act and deed, for the uses and purposes therein mentioned on behalf of said corporation.

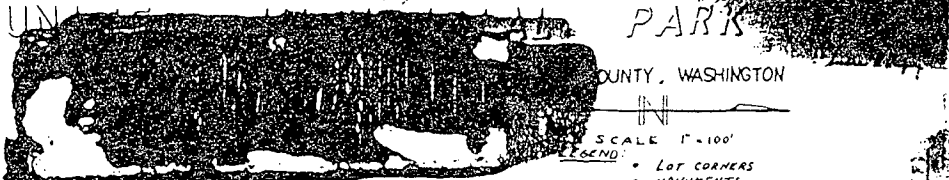
GIVEN under my hand and official seal this 10th day of July, 1989.



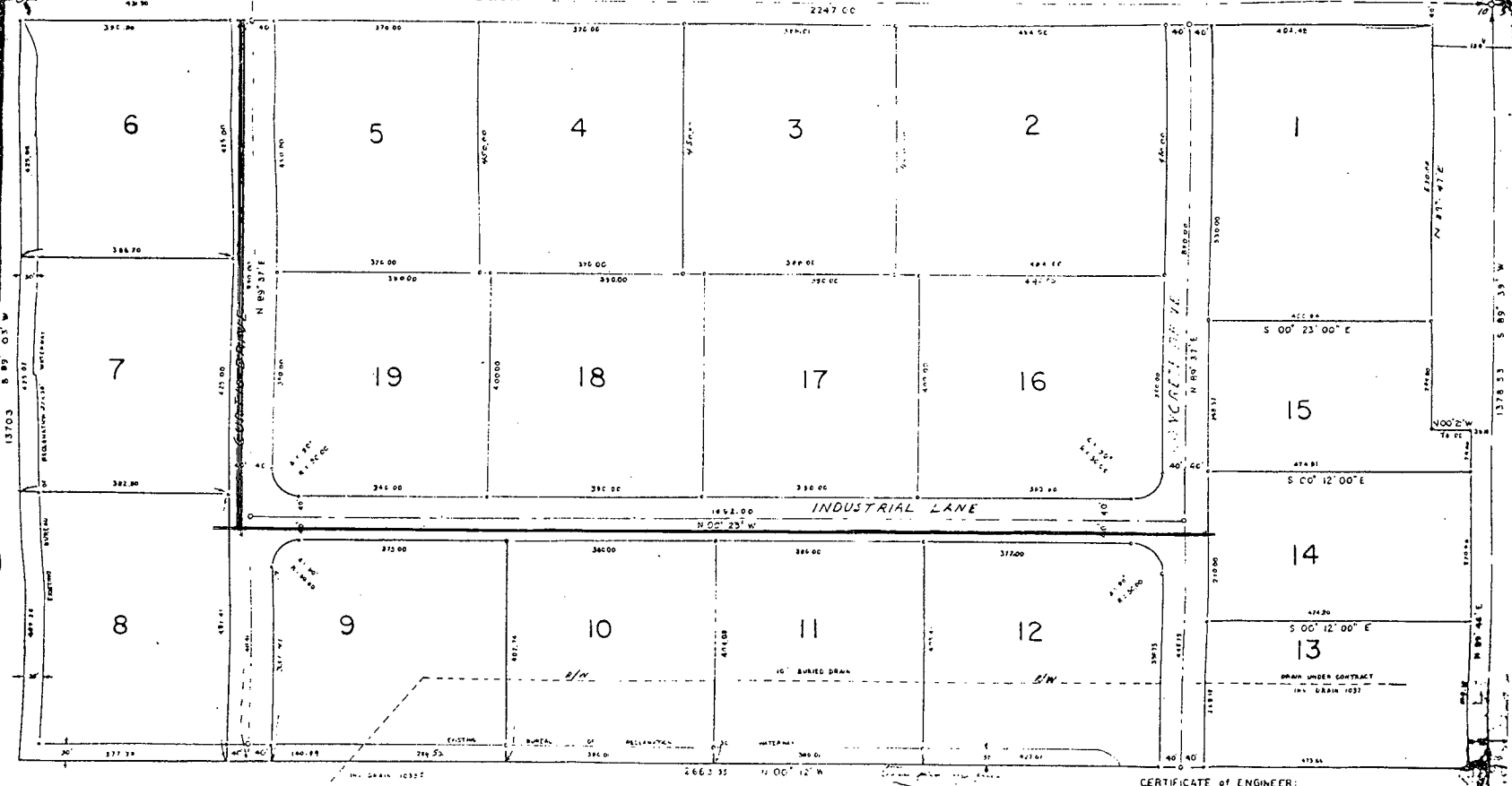
Bonnie Thompson
Notary Public in and for the State of
Washington, residing at
Othello
My Commission Expires: 4-30-91



SECTION 10
 1. LOTS 1 & 2 SHALL HAVE COMMON ACCESS ONLY ON HIGHWAY 101.
 2. LOTS 3 & 4 SHALL HAVE COMMON ACCESS ON HIGHWAY 101.
 3. THERE SHALL BE NO FURTHER SUBDIVISION OF THIS LOT WITHIN THIS PLAN.



COUNTY, WASHINGTON
 SCALE 1"=100'
 LEGEND:
 * LOT CORNERS
 O MONUMENTS



DESCRIPTION:

The west half of the NW Quarter Sec 10, T15N, R29E, W11E, Less waterway and irrigation easements of record and streets of record dedicated to

STATE OF WASHINGTON
 COUNTY OF KING
 CITY OF SEASIDE
 PLAT NO. 10337
 OF THE COUNTY OF KING
 TO BE RECORDED IN THE PUBLIC RECORDS
 TO SECURE THE INSTRUMENT

CERTIFICATE OF ENGINEER:

I CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL SURVEY OF THE ABOVE AND THAT THE DISTANCES, BEARINGS AND ANGLES ARE TRUE, AND THAT THE CORNERS AND MONUMENTS HAVE BEEN SET.

John S. Walters
 Professional Engineer
 Lead Surveyor Registration