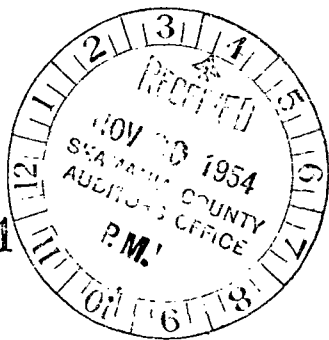


47901



BOOK 39 50

A G R E E M E N T

WHEREAS, William J. Wineberg, hereinafter called "Grantor," owns the following-described property in Skamania County, State of Washington:

Southwest quarter of Section 4, Township 2 North, Range 6 East, W.M., Skamania County, Washington.

AND WHEREAS, THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, hereinafter called "Telephone Company," owns the following-described property in Skamania County, State of Washington:

A tract of land in the southeast quarter of Section 4, Township 2 North, Range 6 East, W.M., being more particularly described as follows: Beginning at a point which is 1502.6 feet north and 1434.4 feet west of the southeast corner of Section 4, Township 2 North, Range 6 East, W.M.; thence west 200.00 feet; thence 200.00 feet south; thence 200.00 feet east; thence 200.00 feet north to the point of beginning.

AND WHEREAS, Telephone Company, will build, construct, operate and maintain on its property above described, a radio relay station to transmit and receive high frequency directional radio beams.

NOW, THEREFORE, in consideration of the sum of One Hundred and Fifty Dollars (\$150.00) paid this day by Telephone Company to Grantor, and of the covenants and agreements hereinafter contained, said parties hereby agree as follows:

I

The Grantor grants and conveys unto Telephone Company, the right to remove trees and other growth upon the Grantor's lands hereinafter described, when and where it is necessary, for the non-interrupted operation of the microwave radio relay station, to clear the lines of sight for the transmission and reception of high frequency directional radio signals to and from said station:

A tract of land in the southwest quarter of Section 4, Township 2 North, Range 6 East, W.M., Skamania County, Washington, described as follows; Beginning at the east boundary line of said southwest quarter and thence extending southwesterly a distance of 1000 feet, 100 feet on each side of a center line bearing south 68° 00' west. The point of beginning of said line bearing south 68° 00' west is the center of the tower situated on the property of Telephone Company as hereinbefore described.

II

The Telephone Company agrees to pay the Grantor the fair value of any and all merchantable trees removed pursuant to the terms of this agreement.

III

The rights, conditions and provisions of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 20 day of October, 1954.

William J. Wineberg
William J. Wineberg

Janet R. Wineberg
Janet R. Wineberg, his wife

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

[Signature]
Vice President and General Manager

[Signature]
Assistant Secretary

FORM APPROVED
MCMICKEN, RUPP & SCHWEPPE

[Signature]

STATE OF WASHINGTON,)
County of Clark) ss.

On this day personally appeared before me William J. Wineberg and Janet R. Wineberg, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of November, 1954.

[Signature]
Notary Public in and for the State of
Washington, residing at Vancouver

STATE OF WASHINGTON,)
) ss.
 County of King)

On this 20TH day of OCTOBER, 1954, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared G. M. Dean and E. D. Ruble to me known to be the Vice President and General Manager and Assistant Secretary, respectively, of The Pacific Telephone and Telegraph Company the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

E. C. Lohr

Notary Public in and for the State of
 Washington, residing at SEATTLE

NO 1340
 COUNTY
 ACTION EXCISE TAX
 PAID NOV 30 1954
 AMOUNT \$ 150
 COUNTY - EASURER
 BY Mabel J. Jeter
Annette S. Hitchcock, Dy