

~~CONFIDENTIAL~~

THIS AGREEMENT made and entered into this 8th
day of November, 1954, by and between CROWN
INDUSTRIES CORPORATION, a Nevada corporation hereinafter
called the "Corporation", and THE PACIFIC TELEPHONE AND
TELEGRAPH COMPANY, a California corporation herein after
called the "Permittee" (the term "Permittee" as used in
this singular herein shall likewise apply to a corporation
and/or two or more individuals operating under an assumed
name as partners);

ARTICLE I.

The parties hereto, each in consideration of the
agreements and the performance thereof on the part of the
other, do agree:

1. USE OF PLAINS: Subject to the terms and conditions
herein, the Corporation hereby gives and grants the Permittee
a non-exclusive right and privilege to operate automotive
equipment upon its existing logging roads over and across
portions of the SW 1/4 of Section 4, the W 1/2 and the S 1/2
of the NW 1/4 of Section 10, the W 1/2 of the N 1/2 of Section
11, the E 1/2 of the E 1/2 of Section 15 and the W 1/2 of the
NE 1/4 of Section 23, Township 2 North, Range 6 East of
the U.S., Skamania County, Washington.

2. IMPROVING AND WIDENING ROAD: It is hereby agreed
that the Permittee may widen and improve said existing logging
roads at the sole cost and expense after consultation with
and in a manner approved in writing by the Engineer of the
Corporation.

~~RECORDED IN THE RECORDS OF THE
TOWN OF WILMINGTON, MASSACHUSETTS~~

~~THE FOREST SERVICE HAS BEEN NOTIFIED
OF THIS CONTRACT.~~

~~WILMINGTON, MASSACHUSETTS,~~

~~1. THAT THE TERM OF THIS AGREEMENT SHALL BE~~

~~FOR A PERIOD OF FIVE YEARS FROM THE DATE HEREOF,~~

~~WHENEVER FROM YEAR TO YEAR, HOWEVER, SHOULD THE
MANAGEMENT OR THE FOREST SERVICE FAIL TO PAY THE
FORESA SPECIFIED AMOUNT FOR A PERIOD OF ONE (1) YEAR, THIS
CONTRACT SHALL BE CANCELLED AND THIS AGREEMENT SHALL
BE AUTOMATICALLY TERMINATED.~~

5. CONSTRUCTION FOR THE USE OF A ROAD EXISTING FOWLER,
the Permittee shall pay the Corporation a maintenance fee of
Two Hundred (\$200.00) dollars per year, payable at or before
the 10th day of May of each year, for the road leading from
1939, and at the end of each year, the permittee and corporation
such use and occupancy will be reviewed by the permittee
and subsequent maintenance fees determined on a reasonable
basis so as to sufficiently cover usage between the parties involved.

6. GENERAL PROVISIONS. The Corporation and/or Owner
own timberland and other property of value adjacent to and
in the vicinity of the area in which the Permittee will be con-
ducting its operations and along the roads or paths
which lead to the proposed location, and therefore,
in addition to the other terms and conditions of this
agreement, the following provisions, which are also subject to
other terms of the Corporation and/or Owner
concerning with all other areas of the premises:

- A. In the use of said roads, the Permittee shall at all times yield the right of way to all log trucks and other vehicles operated by the Corporation or its contractors and shall be governed and abide by any and all rules and/or regulations promulgated by the Corporation, now or hereafter, pertaining to the use and occupancy of said roads by the users thereof.
- B. All automotive equipment used by the Permittee shall be maintained in good and safe operating condition and all truck and trailer units shall be operated cautiously so as to minimize accident hazards.
- C. In exercising the privileges herein granted, the Permittee shall comply fully with all laws and regulations of the State of Washington, the United States, or any other governmental authority having jurisdiction thereto, including fire hazard and slash burning requirements of the State of Washington.
- D. INDEMNITY: The Permittee agrees to indemnify and save and hold harmless the Corp. from every charge, cost, damage, expense or liability of any kind or nature arising or growing out of the use and/or occupancy of the premises as hereinabove provided for, or the use of roads and easements provided for herein, or the use and/or occupancy of the same by any employee, contractor, guest or invitee of the Permittee, including liability for fire damage spreading to or originating on land of the Corporation because of any action or omission of the employees, contractors or licensees.
- E. AMENDMENT: This Agreement shall not be assigned by the Permittee without the written consent of the Corporation, except that said roads may be used by any employees, contractors or representatives of the Permittee who may be engaged in the construction, maintenance or operation of the Permittee's paid microwave facility and for whom the Permittee shall assume full responsibility and liability.
- F. IN WITNESS WHEREOF, the parties hereto have caused

this Agree

R.D.J.L.

W.I.

D.JellMaryApproved
PHILLIPS,

By _____

FORM
100-1000

By _____

8392

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

I HEREBY CERTIFY THAT

INSTRUMENT OF WRITING

Pacific Bell Telephone Co.RECORDED IN BOUNDARY1130A.M. Oct 1981

WAS RECORDED IN BOUNDARY

Telephone

RECORDS OF SNOHOMISH

CO. No. 1T. McLean

this Agreement to be executed as below subscribed.

Witnesses:

R Murphy

J Schubert

CROWN ZINCATECH CORPORATION

By J. Schubert Vice President

Attest: J. Murphy

Assistant Secretary

Witnesses:

Delle Devans

By J. Murphy

Vice President and General Manager

Margaret E. Grant

Attest: J. Murphy

Assistant Secretary

Approved on to form:
PHILLIPS, COUGHLIN, BUELL & PHILIPS

By John J. Murphy

APPROVED

John J. Murphy

FORM APPROVED
MCKEEEN, RUPP & SCHWEPPES

By John N. Rupp

88924



No. 0342
TRANSACTION EXCISE TAX

APR 26 1977

Amount Paid: \$0.00

Skamania County Treasurer

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY

PACIFIC TELEPHONE
OF MONTBELIARD, A SUBSIDIARY

11:30 A.M. April 1977

WAS RECEIVED IN BOOK

LEAF NUMBER AT PAGE 731

RECORDS OF SKAMANIA COUNTY, WASH

1977

COUNTY AUDITOR

John J. Murphy

DEPUTY

REGISTERED
INDEXED
SEARCHED
RECORDED
COMPARED
VALUED