

AGREEMENT

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

WITNESSETH:

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

1. USE OF ROADS: Subject to the terms and conditions hereof, 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 SE 1/4 of Section 4, the N 1/2 and the S 1/2 of the SE 1/4 of Section 10, the W 1/2 of the W 1/2 of Section 14, the E 1/2 of the E 1/2 of Section 15 and the W 1/2 of the SE 1/4 of Section 23, Township 2 North, Range 6 East of the N.E., Skamania County, Washington.

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

Permittee, which may vary at an amount not to exceed
related to the construction, maintenance and repair of
the structures situated upon the lands in the vicinity of
said lands, 4, Timbering & Nurseries, Range & Pasture Lands.

4. TERM: The term of this agreement shall be for a
period of five years from the date hereof and shall terminate
hereafter from year to year, provided, however, that upon
the failure of the Permittee to pay said rent for two con-
secutive specified periods for a period of one (1) year, the
same shall be considered abandoned and this Agreement shall
be automatically terminated.

5. CONSIDERATION: For the use of said existing roads,
the Permittee shall pay the Corporation a maintenance fee of
Two Hundred (\$200.00) Dollars per year, payable on or before
the 10th day of May of each year, for the term ending May 31,
1959, and at the end of such term, the extent and nature of
such use and occupancy will be reviewed by the parties hereto
and subsequent maintenance fees established on a reasonable
basis to be mutually agreed upon between the parties hereto.

6. GENERAL PROVISIONS: The Corporation and/or others
own timberland and other property of value adjacent to or in
the vicinity of the area in which the Permittee shall be con-
ducting its operations and along the roads on Corporation
lands used by the Permittee hereunder, and hereafter, in
addition to the other terms and conditions of this agree-
ment, the following provisions, which are also applicable to
other users of the Corporation's said logging roads, shall be
complied with at all times by the Permittee:

- 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 thereof, 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 Corporation 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 all liability for fire damage spreading to or originating on land of the Corporation because of any action of the Permittee's employees, contractors or licensees.
 - E. ASSIGNMENT: This Agreement shall not be assigned or shall any interest of the Permittee herein or hereunder be transferred, assigned or sublet without the written consent of the Corporation, except that said roads may be used by any employees, contractors or representatives of the Permittee and may be engaged in the construction, maintenance or operation of the Permittee's said microwave facilities and for whom the Permittee hereby assumes full responsibility and liability.
- IN WITNESS WHEREOF, the parties hereto have caused

this Agree

W

R.M.

J.F.

W

D. Bell

Mary

Approved
PHILLIPS,

By J.

FORM
MEMORANDUM

By J.

8392

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

I HEREBY CERTIFY THAT
 INSTRUMENT OF WRITING
Phillips, D. W.
 OF Washelli, Wa.
 & 1130 A. N. Corp.
 WAS RECORDED IN BOOK
1130 A. N. Corp.
 RECORDS OF SNOHOMISH
W. J. Phillips
 CO.
J. Phillips

this Agreement to be executed as below subscribed.

Witnesses:

GROWN ZEPHYRUS CORPORATION

R. Murphy

By [Signature]
Vice President

[Signature]

Attest: [Signature]
Assistant Secretary

Witnesses:

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

Maelle Devaux

By [Signature]
Vice President and General Manager

Margaret E. Gault

Attest: [Signature]
Assistant Secretary

Approved as to form:
PHILLIPS, COUGHLIN, SUELL & PHILLIPS

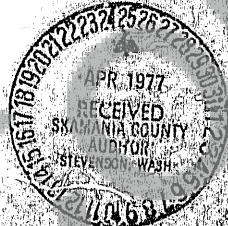
By [Signature]

APPROVED
[Signature]

FORM APPROVED
MACKEN, RUPP & SCHWEPPE

By [Signature]

88924



STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY

[Signature]
OF [Signature]

ON 11:30 A. April 25 1977

WAS RECORDED IN BOOK 5

[Signature] AT PAGE 741

RECORDS OF SKAMANIA COUNTY, WASH.

[Signature]
COUNTY AUDITOR

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

No. 4642
TRANSACTION EXCISE TAX

APR 25 1977
Amount Paid [Signature]

Skamania County Treasurer