

EASEMENT

A GRANT OF EASEMENT is made this 28TH day of NOVEMBER, 1983 wherein JAMES H. CASSELL, hereinafter called CASSELL, grants and conveys unto COLUMBIA GORGE T.V., INC., an Oregon corporation, hereinafter called COLUMBIA GORGE, an easement twenty feet in width over, along and across that certain rea. property described in "Exhibit A", which is attached hereto and by reference made a part hereof, for purposes of ingress and egress to the television translator operated by COLUMBIA GORGE on Underwood Mountain in Skamania County, Washington. This easement is granted for good and valuable consideration in the sum of One Hundred Dollars (\$100.00).

IT IS AGREED AND ACKNOWLEDGED that this use is granted to COLUMBIA GORGE personally and exclusively, and said right shall not be assigned, sold or conveyed without the prior written consent of CASSELL provided, however, that the easement does run with the land.

It is the desire of both CASSELL and COLUMBIA GORGE to keep said properties owned by CASSELL private and not open to public access or the public in general. The parties therefore agree that there shall be gates maintained at both points of entrance of this easement and at such other points as may be designated by CASSELL, provided, however, that said gates shall not exceed the number of five (5). While each gate will be locked, both grantee and grantor will have access to each gate.

COLUMBIA GORGE agrees to keep the roadway and portions of private property adjacent to the roadway across CASSELL's property clean and orderly and will help maintain the road as a driveable road in conjunction with other users.

Granting of this easement by CASSELL shall in no way be an invitation by CASSELL to COLUMBIA GORGE or its employees

or agents to use the property other than in a normal course of the business of COLUMBIA GORGE. COLUMBIA GORGE shall use due care in the access to said property and shall indemnify and hold CASSELL harmless from any damages or injuries which may occur to itself or to its agents or employees or to other people who may enter upon the property through acts or omissions of COLUMBIA GORGE; it is provided, however, that the liability of COLUMBIA GORGE to CASSELL under this agreement shall not exceed the amount of liability insurance which COLUMBIA GORGE may from time to time carry on said property; and it is further provided, however, that COLUMBIA GORGE shall at all times maintain liability insurance covering said property and its access thereto for a sum of not less than \$500,000. CASSELL recognizes that this indemnification is not a blanket indemnification, but is intended to place upon COLUMBIA GORGE a burden of securing the premises and otherwise indemnifying CASSELL from acts or omissions arising out of its use of the premises.

This easement shall terminate, cease and come to an end at such time as COLUMBIA GORGE ceases to operate the translator on top of Underwood Mountain, or at such time as COLUMBIA GORGE T.V., INC. is dissolved or ceases to be a corporation in good standing or ceases to do business.

DATED this 25TH day of NOVEMBER, 1983.

JAMES H. CASSELL, Grantor:

James H. Cassell

COLUMBIA GORGE T.V., INC., Grantee

Ralph Smiley
Con. Seller

STATE OF CALIFORNIA

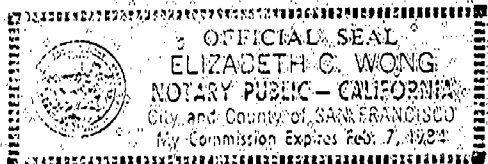
COUNTY OF SAN FRANCISCO

: ss.

THIS IS TO CERTIFY that on this day personally appeared before me JAMES H. CASSELL, to me known to be the individual

described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of November, 1983.



Elizabeth C. Wong
Notary Public in and for the
State of California
residing at 145 Ninth Street,
San Francisco, CA 94103

STATE OF OREGON)
COUNTY OF HEOD RIVER) ss.

THIS IS TO CERTIFY that on this day personally appeared before me RALPH SMILEY, to me known to be the PRESIDENT of the corporation that executed the within and 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 he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 7th day of NOVEMBER, 1983.

NOTA
PUBLIC

Jennis Wygas, Jr.
Notary Public in and for the
State of OREGON
residing at HEOD RIVER

STATE OF OREGON)
COUNTY OF HEOD RIVER) ss.

THIS IS TO CERTIFY that on this day personally appeared before me CARL SELLE, JR., to me known to be the SECRETARY of the corporation that executed the within and 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 he was authorized to execute the said instrument.

NOTA
PUBLIC

GIVEN under my hand and official seal this 10 day of NOVEMBER, 1983.

Jennis Wygas, Jr.
Notary Public in and for the
State of OREGON
residing at HEOD RIVER

My Commission Expires 3/7/85

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EXHIBIT A

A certain roadway 20 feet in width across the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, more particularly described as follows, to wit:

Entering the above stated property on its Northern boundary 180 feet West of the Northeastern corner, thence South 25° 44' West 50 feet, thence South 35° 58' West 156.8 feet, thence South 22° 20' West 106.7 feet, thence South 36° 45' West 140.4 feet, thence South 47° 11' West 141.2 feet, thence South 30° 53' West 172.6 feet, thence South 51° 21' West 185.1 feet, thence South 60° 58' West 167.6 feet, thence South 71° 09' East 117.5 feet, thence South 78° 19' East 279.0 feet, thence South 86° 17' East 175.0 feet, thence South 78° 46' East 232.7 feet, thence South 86° 26' East approximately 120 feet to the Eastern boundary of said boundary.

STATEMENT OF
Brian H. Wolfe
 P.O. Box 64505 - Vancouver
 WA 98666
 11/15/82
 82
 981
 RECORD OF SALE
Dary M. Olson
V. Salazar

EXHIBIT A