

EASEMENT

The Grantor, CAVENHAM FOREST INDUSTRIES INC. a Delaware corporation, in consideration of the payment of \$1,500.00, the receipt of which is hereby acknowledged, does hereby sell and convey unto WILLIAMS TELECOMMUNICATIONS CO., a Delaware corporation, P.O. Box 21348, Tulsa, Oklahoma 74121, a permanent, assignable, non-exclusive easement for the installation, maintenance and use of an underground utility cable along an existing road, together with the right of ingress and egress for the purpose of maintaining said cable, under and across lands of the Grantor in the ~~East~~ ^{West} of Section 4, Township 2 North, Range 6 East, W.M., Skamania County, Washington, as shown on Exhibit A attached hereto and by this reference made a part hereof and described as follows:

10' wide strip of land, the centerline of which will be in the bar ditch of the existing road located generally as indicated on said Exhibit A.

The rights granted herein shall be subject to the following special conditions:

1. The Grantee will provide to the Grantor a survey of the location of said cable within 120 days after installation. Installation of said cable shall commence only when approval is received from Grantor's representative as to the location.
2. Grantee shall install the buried cable at least 18 inches below ground surface, with excavation backfill to be compacted in place to minimum 80% of density of undisturbed subsoil.
3. The Grantees shall install suitable surface monuments and references to properly identify all necessary locations (angle points in the line, valves, etc.) and shall submit a plat thereof to the Grantor.
4. Grantee shall obtain and pay for all permits and licenses required for the installation of the underground cable and associated improvements, and shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing upon this easement. Notice or copies thereof to be provided to the Grantor.
5. The Grantee hereby agrees to indemnify, save and hold harmless the Grantor, its officers, employees and agents, from every charge, cost, claim, damage, expense or liability of any kind or nature, arising or growing out of this permit or the use and/or occupancy hereunder, or use and/or occupancy of same by any employee, contractor, guest or invitee of the Grantee, and/or any violation or non-compliance with the terms and conditions hereof.
6. Any successor in interest must so notify Grantor in writing. Failure to so notify Grantor within 90 days of acquisition of interest shall constitute abandonment by such successor.

10943

Registered S
 Indexed S
 Incorporated S
 Filed
 Mailed

REAL ESTATE EXCISE TAX

SEP 2 1986
 PAID \$16.05 + 324
Kenneth J. Ballinger Deputy
 SKAMANIA COUNTY TREASURER

7. Grantee will use special care not to cut or damage any young growth or merchantable timber growing outside the easement area. No debris from easement area shall be deposited outside easement area except as approved in writing by Grantor.
8. Grantor makes no warranty or guarantee of the stability, condition or traffic ability of any portion of the easement area including roadways and shall not be responsible for conditions or changes resulting from normal careful operating methods on its adjoining timberlands and Grantees agree that payment for any damages caused by fault of Grantor shall be confined to direct damage repair.
9. Non-use by the Grantee or successor of any portion of the easement area for one year shall constitute an abandonment and the rights given herein shall no longer apply to that portion or interest so abandoned.
10. The Grantor agrees to use reasonable care to avoid damage to the buried cable, but shall not be responsible for damage resulting from normal timberland management and careful logging operating methods.
11. Grantor hereby reserves the right to use said land in any manner that will not prevent or interfere with the exercise by Grantee of its rights hereunder, provided, however, that Grantor shall not construct nor permit to be constructed, any house, building or other structure within 50 feet of the cable or other facility constructed by Grantee hereunder, without the express prior consent of the Grantee.
12. Grantee shall not petition, permit or do anything which may cause or lead to the conversion of the described private road or easements to a public way.

The terms, conditions and covenants herein shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor, CAVENHAM FOREST INDUSTRIES INC., has caused this easement to be executed as of the day and year set forth below.

CAVENHAM FOREST INDUSTRIES INC.

By R. A. Carson WF
R. A. Carson
Vice President

Test:
W. B. Freck
W. B. Freck
Assistant Secretary

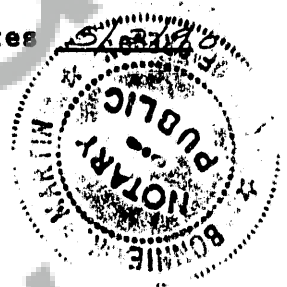
FILED FOR RECORD
SKAMANIA CO. WASH
BY WILLIAMS
TELECOMMUNICATIONS Co.
SEP 2 11 34 AM '86
AUDITOR
GARY M. OLSON

STATE OF OREGON)
) ss.
County of Multnomah)

On this 30th day of July, 1986, before me personally appeared R. A. Carson and W. B. Freck, to me known to be the Vice President and Assistant Secretary, respectively, of CAVENHAM FOREST INDUSTRIES INC., 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 they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Donnie K. Martin
Notary Public in and for the
State of Oregon
My commission expires 5/31/92



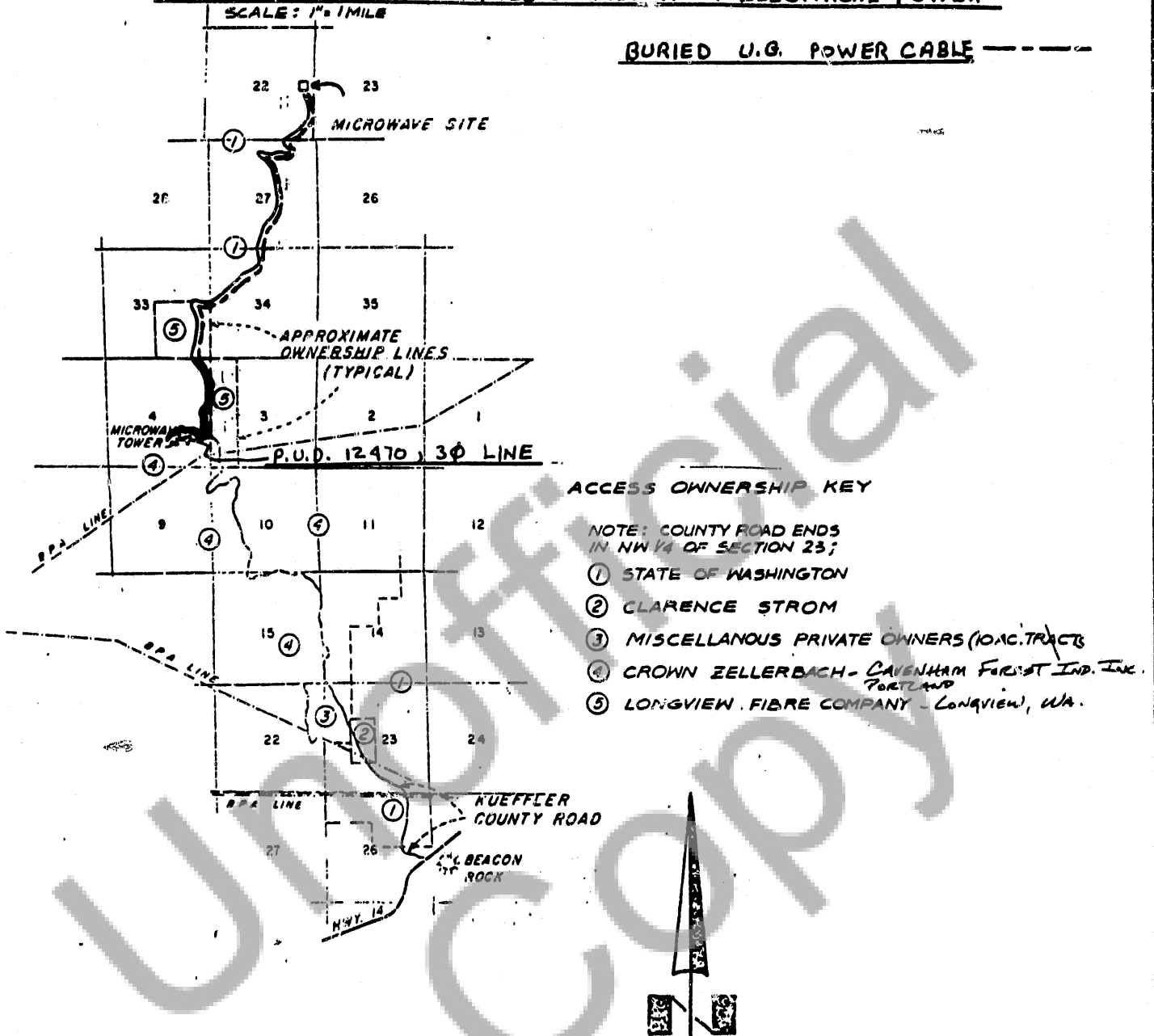
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G.H.W.
4/21/86

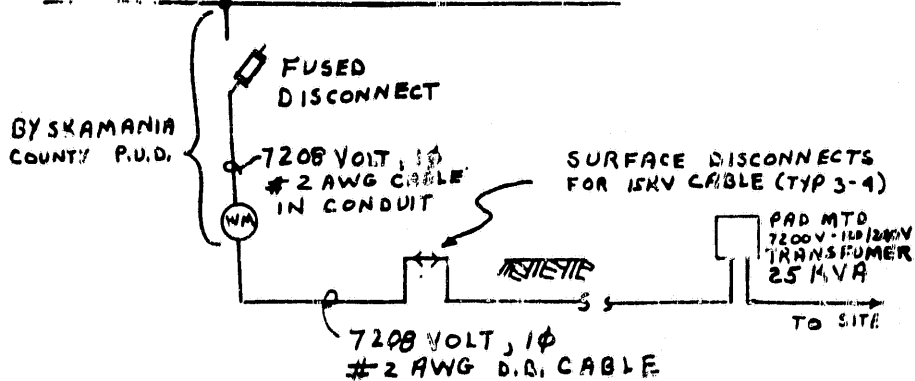
VICINITY MAP THREE CORNER ROCK ELECTRICAL POWER

SCALE: 1" = 1 MILE

BURIED U.G. POWER CABLE — — — —



SKAMANIA Co P.U.D. 12470VOLT, 3Φ LINE



WIRING DIAGRAM