

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that LONGVIEW FIBRE COMPANY, a Delaware corporation, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10 00) and other considerations, to the Grantor in hand paid by WILLIAMS TELECOMMUNICATIONS COMPANY, a Delaware corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant and convey unto the said Grantee, its successors and assigns, subject to the terms and conditions hereinafter provided, a nonexclusive right-of-way and easement to construct, reconstruct, operate, maintain, inspect, test, repair, alter, replace, move, remove, and abandon in place, an initial underground electric cable, being hereinafter sometimes collectively called the facilities, in, along, upon and across Grantor's property in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 33, Township 3 North, Range 6 East, and the W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 3, Township 2 North, Range 6 East of the Willamette Meridian in Skamania County, Washington, said easement being ten (10) feet in width, lying in the ditch line of the existing road approximately shown in red on Exhibit "A" attached hereto and by this reference made a part hereof. Said easement will be more particularly described in a survey, to be completed and recorded after completion of construction of the facilities, said survey description to become Exhibit "B" to this Easement.

Together with the right of ingress and egress to and from, and access on and along said easement for all purposes incident to the enjoyment of said easement, with the right to clear and keep clear so much of the easement as is necessary to fully exercise the rights granted, and with the right to use existing roads for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same in whole or in part.

Grantor reserves the right to use said lands for all purposes not inconsistent with the aforesaid rights of Grantee, and the right to enter into leases, permits, or other agreements with others covering said lands or any portion thereof for any purpose whatsoever not inconsistent with the rights of Grantee hereunder.

Consideration for this easement will be paid by the Grantee to the Grantor at a rate of \$0.75/lineal foot. Determination of the actual easement length and final payment for the easement shall be made within 30 days of completion of construction of the facilities or December 31, 1986, whichever comes first.

It is understood and agreed that the easement granted herein lies along Grantor's logging road and that the rights of Grantor to use said road for logging and other forest management purposes and shall remain superior to any and all rights of Grantee herein granted, and that Grantee shall conform to road use rules as prescribed by advance notification to Grantor before Grantee begins any project to construct, reconstruct, repair, maintain or replace all or any part of the facilities.

Grantee shall install and bury its facilities so that the top will, at all points, be at least forty-two (42) inches below the present surface of the ground, and shall promptly and properly cover and level all trenches and backfill all excavations made by or for Grantee on Grantor's premises, so that the same will be restored as nearly as possible to its condition and grade prior to the making of such excavations. Any deviation in the aforementioned depth requirements must be approved in writing by the Grantor.

Grantee shall pay to Grantor all initial and future damages to growing crops (including timber) or other property (including roads, cut banks or fills, bridges and culverts) of Grantor caused by the construction, use, maintenance, repair, replacement or removal of said facilities or any part thereof. Such payment shall be made as promptly as possible after the damages have been evaluated.

Registered 6
 Indexed, Dir 6
 Indirect 6
 Filmed _____
 Mailed _____

THREE CORNER ROCK
 Skamania County, WA
 Loc #5629 - AFE #302
 NWP R/W #860001

Grantee agrees that in clearing said right-of-way of vegetative material, no debris will be placed on Grantor's property outside the right-of-way area, and such clearing shall be done in a manner which will strictly comply with all laws, rules and regulations of the State of Washington or other governmental body having authority in the matter, including, but not by way of limitation, disposal of refuse and slash.

Without in any manner limiting the foregoing, Grantee further covenants and agrees that, in the conduct of any and all of its activities and operations hereunder, it will comply strictly with all present and future laws, rules and regulations of the State of Washington or other governmental body having jurisdiction in the matter, with respect to forest practices, the prevention and suppression of fires and possession and maintenance of fire fighting tools and equipment, the control and/or elimination of noxious weeds, and, in any and all events, it will conduct its operations in a careful and prudent manner, all at Grantee's sole cost and expense.

Grantee shall at all times during the term of this easement be liable to Grantor for and hereby covenants to pay for all loss or damage to or destruction of the property of the Grantor caused by or growing out of any act or omission to act of Grantee, including but not limited to, any damage or destruction resulting from fire or explosion. Such payments shall be made as promptly as possible after the damages can reasonably be evaluated.

Grantee shall protect, indemnify and hold the Grantor harmless from any and all damages, claims, costs, expenses and liabilities which may in anywise come against the Grantor, by reason of injury to third persons (including employees or agents of the Grantor) or to their property, caused by or growing out of any act or omission of the Grantee.

Grantee shall provide and promptly pay for all labor and equipment, materials, supplies and other items of whatsoever kind or nature which may be necessary or proper to carry on its operations hereunder and to perform the covenants and provisions of this easement.

Grantee hereby agrees to indemnify Grantor and to hold it free and harmless of and from, and Grantor's lands, as above described, free and clear of: any lien, charge, claim or demand, based upon or arising out of or in connection with the doing of any such labor, or the furnishing of any such materials or supplies, and the Grantee shall at once notify Grantor, in writing, of any such lien or charge.

Grantee shall pay before delinquency all taxes and assessments levied upon or assessed against its improvements, fixtures and property on the aforesaid lands of the Grantor. Grantee shall further pay, before delinquency, all taxes, assessments and other governmental charges levied upon or referable to any operations or acts of Grantee or on its behalf on said lands.

This easement and all interest of Grantee hereunder, at the option of Grantor, shall immediately terminate upon breach by Grantee of any of the terms and conditions hereof and the failure of Grantee to remedy, or to make reasonable and diligent effort to remedy, the same within thirty (30) days after written notice from Grantor, its successors or assigns, so to do. Further, this easement and all interest of Grantee hereunder shall terminate whenever Grantee shall have ceased to use such facilities for the purposes herein allowed for twenty-four (24) consecutive months or more.

In the event of the termination of this grant of right-of-way, Grantee shall thereupon, at its own expense and risk, remove all facilities and any other property placed by or for Grantee upon said land, and restore said premises as nearly as possible to the same state and condition they were in prior to the construction of said facilities, but, if it should fail so to do within twelve (12) months after such termination, all facilities located on said right-of-way shall automatically become the property of Grantor.

Upon the termination of the rights hereby granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights hereby granted. Should Grantee fail or refuse to deliver to Grantor such quitclaim deed, a written notice by Grantor, reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed, as herein provided, and terminating said grant shall, after ten (10) days from the date of recordation of said notice in the office of the County Clerk for Skamania County, Washington, be conclusive evidence against Grantee and all persons, natural or corporate, claiming under Grantee, of the termination of this grant of easement and right-of-way and thereupon all rights, privileges and authorities conveyed to Grantee hereunder shall cease and said lands shall revert to and revest in Grantor free and clear therefrom.

Any notice to be given by either party hereto to the other under or with respect to this easement shall be in writing and may be served personally or by registered or certified mail, postage prepaid, return receipt requested, addressed to Longview Fibre Company, Timber Department, P. O. Box 667, Longview, Washington 98632; to the Grantee at P. O. Box 21348, Tulsa, Oklahoma 74121, or to such other address as either party may from time to time specify in writing to the other, and such service by registered or certified mail shall be equivalent to personal service.

If, by virtue of any laws, ordinances, rules, regulations or order of any governmental unit, department or agency hereof, Grantor is required by reason of the existence of Grantee's facilities to restrict its present or any future activities or expend additional funds to carry on such activities on Grantor's abutting or adjacent lands, Grantee shall pay to Grantor such sums as may be determined as reasonable damages to ensure that Grantor is adequately compensated for all economic losses sustained as a result of such restrictions or additional costs, or in the alternative, Grantee may cancel this easement, by quitclaim deed to Grantor, such cancellation to be effective upon the recording of said quitclaim deed.

Should either of the parties hereto bring an action to enforce any of its rights or the obligations of the other party hereunder, it is understood and agreed that the prevailing party in such action shall be entitled to recover all of its costs, expenses and reasonable attorneys' fees, as determined by the court, from the other party.

Notwithstanding the preceding sentence, Grantor and Grantee agree that if, within ten (10) days after any claim for damages in favor of Grantor against Grantee shall be asserted with respect to: (a) growing crops, timber, roads, cut banks, fills, bridges, culverts or any other property of Grantor, due to Grantee's construction, use, maintenance, repair, replacement or removal of its facilities, or (b) any act or omission to act of Grantee resulting in any loss or damage to or destruction of any property of Grantor, or (c) any laws, ordinances, rules, regulations or order of any governmental unit, department or agency thereof whereby Grantor is required, as a direct or indirect result of this easement, to restrict its present or any future activities or expend additional funds to carry on such activities on Grantor's abutting or adjacent land (and, as to this item (c) only, Grantee does not immediately upon learning of such restriction or additional costs cancel this easement by quitclaim deed to Grantor), the parties are unable to agree as to the amount of such damages, that the same shall be conclusively fixed and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof under the provisions of RCW Chapter 7.04, et seq., pertaining to arbitration and award, as it may be amended from time to time.

The terms, conditions and provisions of this grant or any contract resulting from the exercise thereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this instrument this
28th day of July, 1986.

LONGVIEW FIBRE COMPANY,
By [Signature]
Executive Vice President
VICE PRESIDENT-TIMBER



[Signature]
Secretary

GRANTOR

ACCEPTED AND APPROVED this 12 day of August, 1986.



WILLIAMS TELECOMMUNICATIONS COMPANY
By [Signature]
Title PRESIDENT

GRANTEE

[Signature]
Asst. Secretary

FILED FOR RECORD
SEAMPTON, WASH
BY [Signature]
Oct 2 9 08 AM '86
F. M. [Signature]
GARY M. OLSON

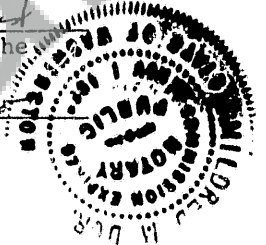
STATE OF WASHINGTON)
 : ss.
 County of Cowlitz)

On this 29th day of July, 1986, before me personally appeared W. LEE ROBINSON and R. G. McDERMOTT, to me known to be the Vice President-Timber and Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the 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 and that the seal affixed is the corporate seal of said corporation.

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

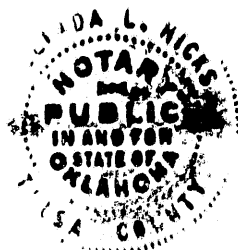


Meredith McDermott
 Notary Public in and for the
 State of Washington
 Residing at Kelso



STATE OF Oklahoma)
 : ss.
 County of Tulsa)

On this 1st day of August, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roy A. Wilkens, known to me to be the President of WILLIAMS TELECOMMUNICATIONS COMPANY, the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.



Melinda L. Hicks
 Notary Public Tulsa County
 My Commission Expires 5-31-87

10986

REAL ESTATE EXCISE TAX
 OCT 1986
 PAID 30.25 + 90¢ penalty
Jan R. Wynn, Deputy
 SKAMANIA COUNTY TREASURER

T2N R6E - Sec 3
T3N R6E - Sec 33

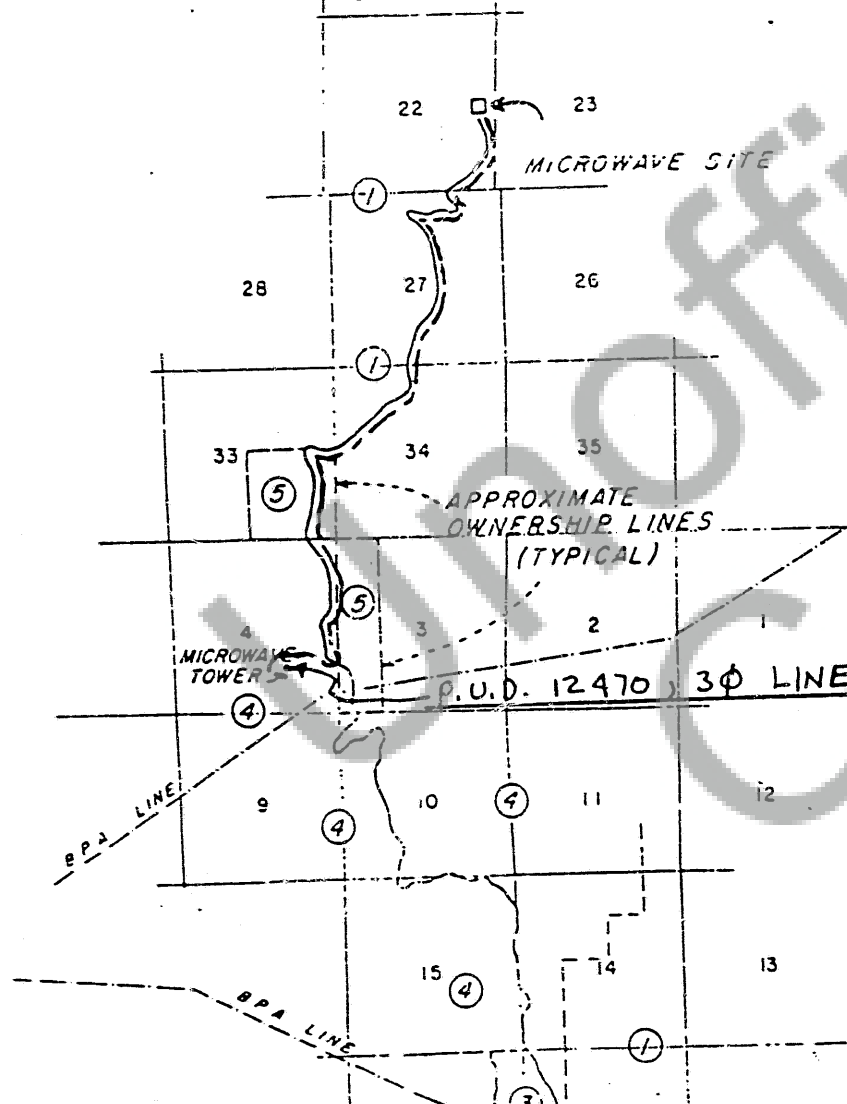
EXHIBIT A

G.H.W.
4/21/86

VICINITY MAP THREE CORNER ROCK ELECTRICAL POWER

SCALE: 1" = 1 MILE

BURIED U.G. POWER CABLE



ACCESS OWNERSHIP KEY

NOTE: COUNTY ROAD ENDS
IN NW 1/4 OF SECTION 23;

- ① STATE OF WASHINGTON
- ② CLARENCE STROM
- ③ MISCELLANEOUS PRIVATE OWNERS (IOAC TRACTS)
- ④ CROWN ZELLERBACH
- ⑤ LONGVIEW FIBRE COMPANY

RIGHT OF WAY PLAT
WILLIAMS TELECOMMUNICATIONS CO.
SECTION 4, T.2N., R.6E., W.M.
SKAMANIA COUNTY, WASHINGTON
SCALE: 1" = 400'

(BEARINGS AND DISTANCES ARE "WASHINGTON COORDINATE SYSTEM, SOUTH ZONE" BASED
ON TIES TO 1980 DEPARTMENT OF NATURAL RESOURCES PHOTO CONTROL IN SEC. 10, T3N, R 6 E.)
($\theta = -01^{\circ}08'$ AVERAGE)

EXHIBIT B - Page 1 of 2

TRAVERSE TABLE

PT.# (FROM)	= STATION	BEARING	DIST.
2471	0+00.000	N 57 35 27 W	53.62
2472	0+33.302	N 58 43 56 W	41.33
2473	0+74.911	S 51 03 48 W	95.57
2474	1+70.485	S 80 58 24 W	128.48
2475	2+98.964	S 73 09 50 W	65.53
2476	3+44.502	S 53 17 29 W	53.72
2477	3+98.225	N 35 01 57 W	35.64
2478	4+33.372	N 39 49 57 W	55.69
2479	4+89.569	N 28 53 29 W	29.99
2480	5+19.560	N 15 31 56 W	15.74

2481	5*35.305	N	16-28	01 E	29.31
2482	5*64.621	N	20 14	41 E	60.33
2453	6*24.958	N	11 55	35 E	67.56
2484	6*92.502	N	11 49	14 E	58.75
2485	7*51.251	N	26 31	28 E	66.53
2486	7*97.758	N	18 57	02 E	46.07
2487	8*43.832	N	37 35	42 E	37.09
2488	8*80.919	N	43 10	03 E	46.18
2489	9*27.080	N	59 29	20 E	69.65
2490	9*96.743	N	61 23	12 E	117.46

2491	11*14.192	N	51	00	31	E	130.93
2492	12*45.150	H	60	17	17	E	65.07
2493	13*10.205	N	56	46	27	E	151.74
2494	14*01.947	N	50	30	25	E	69.15
2495	15*01.104	N	46	03	51	E	60.02
2496	16*41.133	N	65	05	17	E	57.27
2497	16*75.406	N	35	13	14	E	48.65
2498	17*27.058	N	31	14	51	E	71.03
2499	17*58.097	N	29	07	59	E	60.61
2500	18*08.707	N	34	04	34	E	43.15

2501	19*21.352	N	36	19	06	E	76.09
2502	19*07.743	N	37	45	26	E	139.47
2503	21*07.621	N	62	49	31	E	58.16
2504	21*05.561	N	50	53	53	E	76.36
2505	22*41.906	N	51	27	44	E	33.39
2506	22*05.296	N	71	46	19	E	66.92
2507	22*62.222	N	58	23	54	E	66.11
2508	24*08.334	S	79	56	07	E	51.70
2509	24*00.333	S	78	51	45	E	7.87
2510	24*67.929	S	59	47	10	E	96.23

2511	25*64.167	S	34	00	47	E	63.85
2512	26*23.053	S	69	51	03	E	84.82
2513	27*12.381	S	94	24	29	E	37.73
2514	27*50.564	N	18	43	45	E	65.80
2515	27*96.468	N	03	32	14	W	57.37
2516	28*63.845	N	21	46	14	W	63.95
2517	29*07.309	N	43	19	45	W	61.67
2518	29*69.687	N	52	55	23	W	53.89
2519	30*23.332	N	68	35	03	W	74.00
2520	30*97.385	N	33	48	09	W	65.00

2521	31*62.386	N	01	16	41	E	62.95
2522	32*05.336	N	36	23	15	E	35.18
2523	32*40.516	N	53	45	51	E	35.58
2524	32*74.071	N	75	49	01	E	72.83
2525	33*46.376	N	79	51	02	E	101.14
2526	34*48.021	N	57	27	27	E	65.16
2527	34*93.166	N	30	53	12	E	52.34
2528	35*55.309	N	29	18	17	E	73.45
2529	36*28.971	N	27	17	58	E	59.63
2530	36*88.637	N	01	17	28	E	70.13

PT.# (FROM)	= STATION	BEARING	DIST.	PT.# (TO)
2531	37+58.746-	N 10 21 04 E	57.186	2532
2532	38+15.732	N 06 15 15 E	97.643	2533
2533	39+13.574-	N 04 31 05 W	92.821	2534
2534	40+06.385	N 16 22 48 W	178.338	2535
2535	41+84.723	N 63 56 52 W	64.190	2536
2536	62+25.913	N 04 05 23 E	58.274	2537
2537	62+87.187	N 12 12 48 E	63.565	2538
2538	63+00.752	N 24 19 15 E	50.094	2539
2539	64+00.846	N 37 59 52 E	67.542	2540
2540	64+69.389	N 52 58 56 E	333.295	

2551	47*71.383	N	47	45	15	E	74.436	2562
2552	48*46.120	N	51	30	33	E	155.072	2563
2553	50*01.191	N	19	41	35	E	72.495	2564
2554	50*73.586	M	30	19	08	W	51.305	2565
2555	51*34.991	N	09	46	01	W	80.601	2566
2556	52*15.592	N	25	12	28	W	65.008	2567
2557	52*80.600	N	35	09	17	W	73.326	2568
2558	53*53.906	N	47	04	22	W	86.099	2569
2559	54*40.004	N	51	44	02	W	337.624	2570
2550	57*77.628	N	42	23	53	W	213.852	2551
2551	59*91.510	N	35	06	58	W	233.967	2552
2552	62*25.477	N	37	02	06	W	107.913	2553
2553	63*33.390	N	43	53	43	W	67.285	2554
2286	64*00.674							

100

(APPROXIMATE)

LEAVE CROWN Z.
64-00.67

FOUND 3/4" IRON PIPE WITH
CAP (LS 9052)

RPS: 12 NOBLE FIR - N41°E 4.2'
10" NOBLE FIR - N28°W 15.4'
10" NOBLE FIR - S03°W 13.1'

4
5
6
7
8

ENTER
"CROWN 2":
53+89.11

LEAVE
CROWN Z
48+23.25

NO 25° 15' E 2629.37'

FOUND AXLE
(BROKEN)
SET BY "CGC"
IN 1956

4' COVER REQUIRED :
27:13 - 27:51

BEGIN UNDERGROUND
POWER CENTERLINE (DITCH)

EXISTING MICROWAVE
STRUCTURES (APPROXIMATE)

EXISTING
ROAD
(TYPICAL)

TO STATE HWY. 14
AT BEACON ROCK

FOUND DNR CONCRETE
MONUMENT WITH BRASS
CAP (1966)

RPS : 16° HEMLOCK-NOT°E-15.2°
20° FIR SNAG (BT)
542½°E-10.0°
12° FIR SNAG (BT)
N84°E-10.0°

I, WILLIAM F HAGEDORN, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE LOCATION OF THE PROPOSED UNDERGROUND ELECTRIC POWER SERVICE FOR WILLIAMS TELECOMMUNICATIONS CO ACROSS SECTION 4 , T2N,R6E,W.M.

William F Hagedorn
WILLIAM F HAGEDORN L.S. 9579



RIGHT OF WAY PLAT
WILLIAMS TELECOMMUNICATIONS CO.
SECTION 33, T.3N., R.6E., W.M.
SKAMANIA COUNTY, WASHINGTON
SCALE: 1" = 400'

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 ON TIES TO 1980 DEPARTMENT OF NATURAL RESOURCES PHOTO CONTROL IN SEC. 10, T.3N., R.6E.)
 (0° - 01° 08' AVERAGE)

EXHIBIT B - Page 2 of 2

