

UNDERGROUND CABLE EASEMENT

STATE OF Washington
 COUNTY OF Skamania

KNOW ALL MEN BY THESE PRESENTS THAT

BROUGHTON LUMBER COMPANY

The undersigned (hereinafter referred to in the singular as GRANTOR, whether one or more), the owner of the real estate herein described, for valuable consideration received, does hereby grant, convey, and warrant to WILLIAMS TELECOMMUNICATIONS, a DELEWARE corporation (hereinafter referred to as GRANTEE), its successors and assigns, the rights, privileges and easements hereinafter set forth with respect to the following described real estate in the County of Skamania State of Washington to wit:

Along the ditch following Little Baldy road on lands owned by Broughton Lumber Company in
 Township 3 North Range 9 East NW 1/4 Section 1
 Township 4 North Range 9 East N 1/2 SW 1/4 Section 36, SE 1/4 NW 1/4 Sec. 36.
 Township 4 North Range 9 East SE 1/4 Section 25
 (hereinafter referred to as "said land,")

The rights, privileges and easement hereby granted to GRANTEE shall include the right, privilege and easement to construct within said land, and to reconstruct, operate, maintain, inspect, test, repair, alter, replace, move, remove, and abandon in place, an initial underground cable together with all other rights necessary or convenient for the enjoyment of the rights, privileges and easements hereby granted. As used herein, the term "cable" shall also include such surface or subsurface cable appurtenances and facilities as are necessary or convenient, in the judgment of GRANTEE, for the operation or maintenance of any such cable. GRANTEE shall have the right to select the route of such initial cable through said land, and GRANTEE shall have the right of ingress and egress over said land at convenient points for the exercise of the rights, privileges and easements herein granted. GRANTOR hereby releases and waives all rights and benefits under applicable homestead exemption laws.

TO HAVE AND TO HOLD said rights, privileges and easements unto said GRANTEE, its successors and assigns until GRANTEE shall release such rights, privileges and easements by an instrument in writing duly recorded.

The terms and conditions of this Agreement are as follows:

1. GRANTEE shall pay the then owners of said land and any tenant or lessee thereof, as their respective interest may appear, for any damage to fences, improvements, growing crops

and timber which may be caused by the exercise of the rights herein granted.

2. The cable installed hereunder shall be constructed not less than 18 inches below the surface elevation of said land at the time of construction, provided that subsoil conditions will permit a cable to be constructed at or below this depth using normal construction methods. In the event that rock or other subsoil conditions do not permit a cable to be constructed at or below this depth by normal construction methods, the cable constructed hereunder shall be constructed at the lowest depth above the 18 inch minimum depth specified above that normal construction methods will permit.

3. GRANTOR hereby reserves the right to use 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 in the immediate vicinity of the cable or other facility constructed by GRANTEE hereunder, without the express prior consent of the GRANTEE. In addition, GRANTEE shall have the right from time to time to cut all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easements herein granted.

GRANTOR hereby acknowledges that the person securing this grant is without authority from GRANTEE to make any agreement in respect of the subject matter hereof not herein expressed.

Executed this 20th day of AUGUST, 19 86

Witness: Harriet R. O'Neil

Grantor: Paul A. Stensson
PRESIDENT

ATTEST:

Doyle H. Anderson
VICE-PRESIDENT

REAL ESTATE EXCISE TAX
NOV 11 1986

PAID 100

Deputy
COUNTY TREASURER

BROUGHTON LUMBER COMPANY



CORPORATE ACKNOWLEDGMENT

STATE OF Washington)
)SS
COUNTY OF Skamania)

On this 20th day of August, 1986, before me appeared
Rees A. Stevenson & Doyle L. VanDeventer to me personally known, who, being
by me duly sworn did say that he is the President & Vice-President
of Broughton Lumber Company a corporation, and that the seal
affixed to the foregoing instrument is the corporate seal of said corporation;
and that said instrument was signed and sealed in behalf of said corporation
by authority of its President & Vice-President, and said
President & Vice-President acknowledged said instrument to be the free act
and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official
seal at my office in said county and state the day and year last above written.

Harriet R. O'Neal

Harriet R. O'Neal
Notary Public

My Commission Expires:

Residing at White Salmon, Washington

July 1, 1987



FILED FOR RECORD
SKAMANIA CO. WASH
BY WILLIAMS THE COMMON-
CENSE
Nov 17 4 12 PM '86
AUDITOR
GARY M. OLSON