

EXCLUSIVE RIGHT TO REMOVE ROCK AND SAND

THIS AGREEMENT, entered into this 2nd day of July, 1982, by and between KENNETH W. PETERSON, hereinafter referred to as "Peterson," and DARYL L. PETERSON, dba DARYL PETERSON COMPANY, hereinafter referred to as "Company", witnesseth:

Peterson, for the hereinafter stated consideration, does hereby grant to Company the sole and exclusive right to remove rock and sand from the following described premises, to-wit: Areas referred to as "A" and "B" each of about 8.0 acres, described generally as "A" being in the South Half of the Northwest Quarter of Section 16, Township 2 North, Range 7 East of the W.M., Skamania County, Washington, lying North of the pipeline right of way and East of Greenleaf Creek; and "B" being in the Southeast Quarter of the Northwest Quarter of said Section 16, lying generally West of the "logging road" and Southeasterly of the pipeline.

CONSIDERATION: Company agrees to pay for rock and sand removed, either in its natural state or as crushed rock, at a monthly rate of \$0.50 per cubic yard, truck measure, for the year June 15, 1982 through June 14, 1983, which rate shall be adjusted annually using the U.S. Department of Labor Wholesale Price Index as a guideline for such adjustment. Company shall provide to Peterson a monthly summary of activity with each monthly payment including copies of delivery tickets.

ROADS. Company agrees to leave access roadways to the premises in as good or better condition as said roadways were at the commencement of their use. Company shall have the right to maintain existing gates on said premises.

LIABILITY AND INDEMNITY AGREEMENT. Company shall be solely liable for any and all damages caused by the use of said premises for the purposes herein stated, including but not limited to personal injury, fire, etc., and hereby agrees to indemnify Peterson for any and all losses incurred by Company or agents or employees by said use of said premises or operation of equipment thereon.

TERM OF SOLE AND EXCLUSIVE PERMIT: This agreement shall commence

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on the date hereof and shall terminate on May 23, 1995.

TAXES. It shall be the responsibility of Company to pay before delinquency all taxes incurred by removal of rock and sand pursuant to this agreement.

Dated this 2nd day of July, 1982.

K.W. Peterson
KENNETH W. PETERSON

D.L. Peterson
DARYL L. PETERSON

FILED FOR RECORD
STATE OF WASH
BY *Hop Peterson*

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P. Lowry
GARY H. OLSON

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