

905-11-02.220

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Non-Cost Share Easement
Deed No. 34515

EASEMENT

THIS EASEMENT, dated this 29th day of April, 1987,
from Burlington Northern Railroad Company, a Corporation of the
State of Delaware, hereinafter called "Grantor," to the United
States of America, hereinafter called "Grantee,"

WITNESSETH:

Grantor, for and in consideration of the grant of reciprocal
easements received by Grantor, does hereby grant to Grantee and its
assigns, subject to existing easements and valid rights, a perpetual
easement for a road along and across a strip of land, hereinafter
defined as the "premises," over and across the following described
lands in the County of Skamania, State of Washington:

Township 9 North, Range 6 East, W.M.
Section 5, Government Lot 1

The word "premises" when used herein means said strip of land
whether or not there is an existing road located thereon. Except
where it is defined more specifically, the word "road" shall mean
roads now existing or hereafter constructed on the premises or any
segment of such roads.

The location of said premises is shown approximately on Exhibit
A attached hereto.

Said premises shall be 33 feet on each side of the centerline
with such additional width as required for accommodation and
protection of cuts and fills. If the road is located substantially
as described herein, the centerline of said road as constructed is
hereby deemed accepted by Grantor and Grantee as the true centerline
of the premises granted. If any subsequent survey of the road shows
that any portion of the road, although located substantially as
described, crosses lands of the Grantor not described herein, the
easement shall be amended to include the additional lands traversed;
if any land described herein is not traversed by the road as
constructed, the easement traversing the same shall be terminated in
the manner hereinafter provided.

The acquiring agency is the Forest Service.

This grant is made subject to the following terms, provisions,
and conditions:

A. Grantee, its permittees, contractors, and assigns
shall have the right to cut timber upon the premises to the
extent necessary for constructing, reconstructing, and
maintaining the road. Timber so cut shall, unless otherwise
agreed to, be cut into logs of lengths specified by the timber
owner and decked along the road for disposal by the owner of
such timber.

Certified correct as to consideration,
description and conditions.

Edward G. Gundersen 5/1/87

B. Grantor shall have the right to use for all useful purposes the road(s) to be constructed, subject to traffic control regulations as provided in 36 CFR 212.7(a)(1) and (2), the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.7(d), and the bearing of the cost of construction proportionate to use as provided in 36 CFR 212.11.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the road without costs for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of National lands or resources, now or hereafter owned or controlled, and for removal of timber out of the premises in construction of the road, subject to the limitations herein contained.

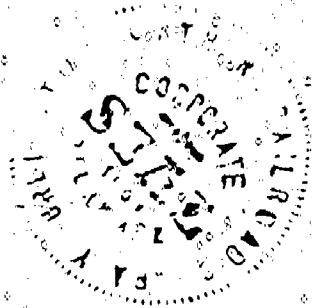
2. The right to cross and pass over the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.

3. The right to all timber now or hereafter growing on the premises, subject to Grantor's right to cut such timber as hereinbefore provided.

Provided that so long as the Lewis River Road Right-of-Way Construction and Use Agreement dated May 20, 1974, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to, construction, reconstruction, and maintenance of the road.

15. For a period of five (5) years, the easement shall cease to use, or preserve for prospective future use, the road, or any segment thereof, for the purposes granted, or, if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes granted, the easement traversed thereby shall terminate. In the event of non-use or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor, its successors, or assigns a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above written.



BURLINGTON NORTHERN

BY S. G. Merryman
S. G. Merryman

Title Vice-President, Timber & Land

Attest:

BY Susanna N. Lyman
Susanna N. Lyman

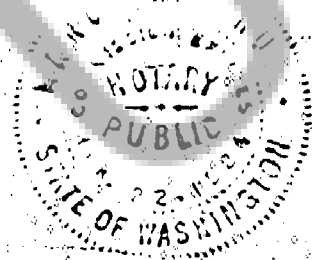
Title Assistant Secretary

STATE OF WASHINGTON

COUNTY OF

On this 10th day of May, 1942, before me personally appeared S. G. Merryman, known to be the Vice-President, Timber & Land, of Burlington Northern Railroad Company, the corporation which executed the within and foregoing instrument, and acknowledge 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 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 Notary Seal on the day and year above written.



[Signature]
Notary Public in and for the
State of Washington, residing
my commission expires 1/1/44

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RIGHT OF WAY PLAT
GIFFORD PINCHOT NATIONAL FOREST

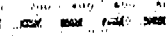
SEC. 5, T. 9 N., R. 6 E., W.M.

SKAMANIA COUNTY

WASHINGTON



SCALE:



APPROVED: [Signature]
[Date]

UNOFFICIAL COPY

EXHIBIT A