

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN RAILROAD COMPANY (formerly named Burlington Northern Inc.) a Delaware corporation, of 3300 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, Grantor, for Five Hundred and No/100 Dollars (\$500.00) to it paid by STATE OF WASHINGTON, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT for reconstruction of SR 14, hereinafter called Roadway, and for no other purpose, over, upon and across the following described premises, situated in Skamania County, State of Washington, to-wit:

All that portion of Burlington Northern Railroad Company's right-of-way lying in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 28 and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 27, T 3 N, R 8 E, W. M. Skamania County, Washington, as shown colored red on the attached map marked "Exhibit A" and by this reference made a part hereof.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for Roadway purposes.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

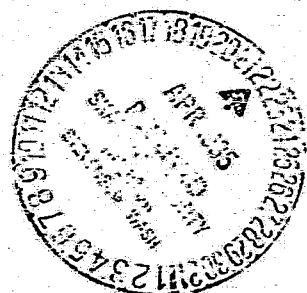
2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said Roadway shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right-of-way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said Roadway purposes.

4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said Roadway on said premises.

5. For any encumbrance or interest affecting the described premises as set forth in Sections 2, 3, and 4 hereinabove, the Grantee agrees to assume all liability and responsibility for the removal or satisfaction of the Grantor's obligations or interests, whether in whole or in part, as may be involved.

6. For so long as this easement shall survive, all contracts between the Grantee and its contractor, for either the construction herein provided for or maintenance work on the highway within any easement area described herein or shown on the exhibit attached hereto, shall require the contractor to protect and hold harmless the Grantor and any other railroad company occupying or using the Grantor's right-of-way or line of railroad against all loss, liability and damage arising from activities of the contractor, its forces or any of its subcontractors or agents; and shall further provide that the contractor shall:



A. Furnish to the Grantor a railroad protective liability policy in the form provided by FHPM 6-6-2-2, or as such form may be hereafter amended or supplanted, and any other pertinent instructions issued by the Federal Highway Administration, Department of Transportation. The combined single limit of said policy shall not be less than Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of loss or destruction of or injury or damage to property in any one occurrence, and, subject to that limit a total (or aggregate) limit of not less than Six Million Dollars (\$6,000,000.00), for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of or loss or destruction of or injury or damage to property during the policy period. Said insurance policy executed by a corporation qualified to write the same in the State in which the work is to be performed, shall be in the form and substance satisfactory to the Grantor and shall be delivered to and approved by the Grantor's Regional Chief Engineer prior to the entry upon or use of its property by the contractor. This being a potentially perpetual easement, Grantor reserves the right to require higher limits of insurance in the future as may be commercially reasonable at the time.

B. Carry regular Contractor's Public Liability and Property Damage Insurance as specified in FHPM 6-6-2-2, or as such form may be hereafter supplanted or amended, and any other pertinent instructions issued by the Federal Highway Administration, Department of Transportation, providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of the bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property in any one accident and subject to that limit a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages to or destruction of property during the policy period. A certified copy of the policy providing said Contractor's Public Liability and Property Damage Insurance executed by a corporation qualified to write the same in the State in which the work is to be performed, in form and substance satisfactory to the Grantor, shall be delivered to and approved by the Grantor's Regional Chief Engineer prior to the entry upon or use of the Grantor's property by the contractor. This being a potentially perpetual easement, Grantor reserves the right to require higher limits of insurance in the future as may be commercially reasonable at the time.

If the Grantee, its contractor, subcontractors or agents, in the performance of the work herein provided or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the Grantor, such damage or destruction shall be corrected by the Grantee in the event its contractor or the insurance carriers fail to repair or restore the same.

7. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, or should the Grantee fail to perform any of the conditions herein expressed, then and in any such event, all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purpose whatsoever, shall immediately cease and determine, and the said Grantor, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

The Grantee shall, or shall require its contractor to, notify the Grantor's Regional Chief Engineer a sufficient time in advance whenever the Grantee or its contractor is about to perform work on or adjacent to Grantor's right-of-way and tracks to enable Grantor to furnish flagging and such other protective service as might be necessary and Grantee shall reimburse Grantor for the cost thereof.

Grantee, in its acceptance hereof, hereby agrees to indemnify and hold harmless said Grantor, from and against all lawful claims, demands, judgments, costs and expenses, for injury to or death of the person or loss or damage to the property of any person or persons whomever, including the parties hereto, in any manner arising from or growing out of the acts or omissions, negligent or otherwise of Grantee, its successors, assigns, licensees and invitees or any person whomsoever, in connection with the entry upon, occupation or use of the said premises herein described, including but not limited to that of the location, construction, operation, restoration, repair, renewal, or maintenance of said Roadway upon the herein described premises or otherwise.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging, to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be executed by duly authorized officers this 16th day of January, 19 85.

BURLINGTON NORTHERN RAILROAD COMPANY

BY H. D. Stone
DIRECTOR - PROPERTY MANAGEMENT

ATTEST:
BY J. J. Hank
Assistant Secretary

ACCEPTED: 4-12-85

STATE OF WASHINGTON
BY [Signature]
Title: CHIEF RIGHT OF WAY AGENT

ATTEST:
BY _____
Title: _____

STATE OF TEXAS }
County of TARRANT } ss.

FILED BY
STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION BUILDING
OLYMPIA, WA 98504
4:40 PM APRIL 22 1985
BOOK 84
PAGE 494
DEED
BY WITH
BY OR
BY

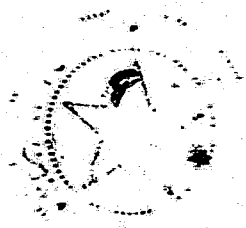
On this 16th day of January, 1985, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared H. D. Stone and J. J. Hank, to me known to be the DIRECTOR - PROPERTY MANAGEMENT and Asst. Secretary, respectively, of Burlington Northern Railroad Company, the corporation that executed the 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 an oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

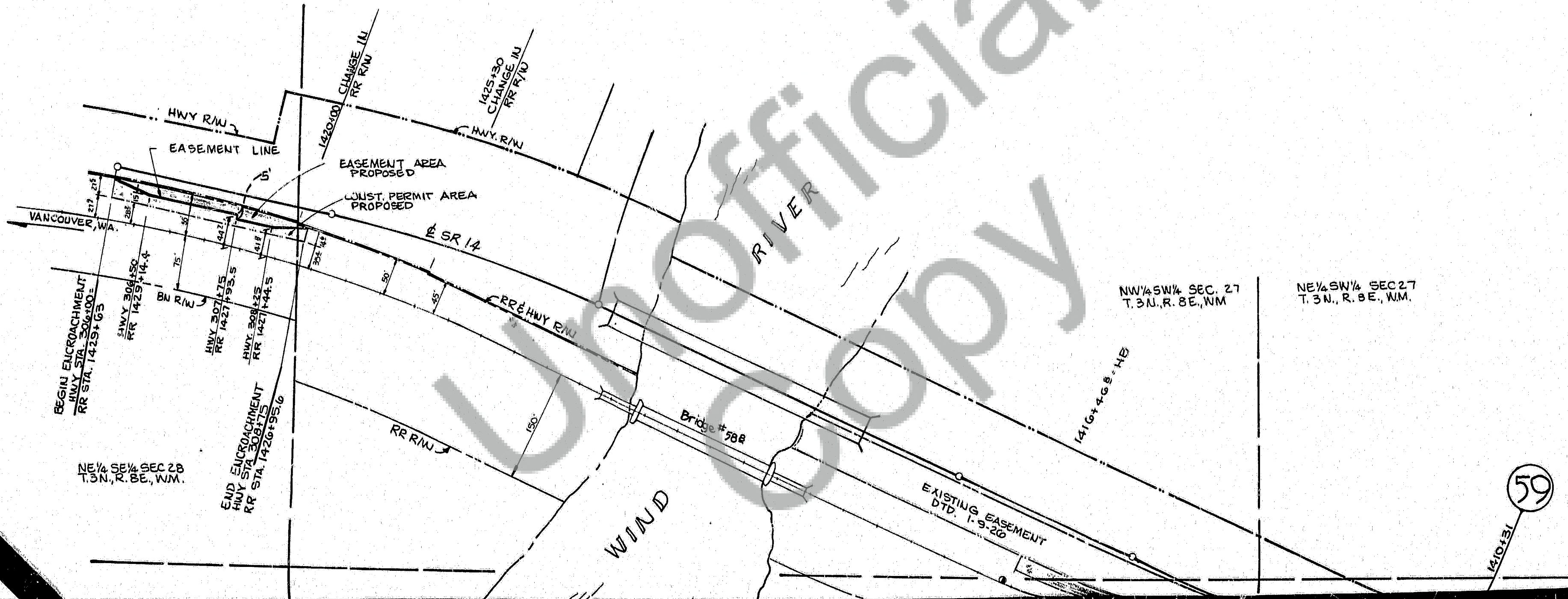
Frances Smith
Notary Public in and for the State of Texas

FRANCES SMITH
Notary Public State of Texas
Commission Expires June 13, 1988

BN 7579
ESMTS 3



99159



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EXISTING EASEMENT
SHOWN IN GREEN

PROPOSED EASEMENT
SHOWN IN RED

PROPOSED CONST. PERMIT
SHOWN IN BROWN

BEGIN
CONST. PERMIT
HWY STA 319+50
RR STA 1416+37

SW 1/4 SW 1/4 SEC 27
T. 3 N., R. 8 E., W.M.

SE 1/4 SW 1/4 SEC 27
T. 3 N., R. 8 E., W.M.

END
CONST. PERMIT
HWY STA 327+00
RR STA 1408+37

HWY R/W

SR 14

RR R/W

PASCO, WA.

EXHIBIT 'A'
BN RAILROAD CO.
SEA-PORT. REGION - VANCOUVER-PASCO
ESMT. & PERMIT
REQUIRED
ALONG SR14
COOKS, WA.

SCALE 1"=100'
CHIEF ENGINEER, REGION - SEATTLE 10-17-82

R-27