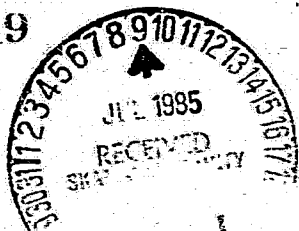


906-11-30.210

6-5-100



EASEMENT

Document No. 35206

THIS AGREEMENT, made and entered into this 24th day of June, 1985, by and between BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, herein called "Burlington," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "the State," WITNESSETH:

## I

Burlington, for and in consideration of Eleven Thousand Seven Hundred Seventy One and no/100 dollars (\$11,771.00) to be paid pursuant to Payment Agreement No. 1828, dated December 10, 1979, hereby grants and conveys to the State, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width over and across the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$  and SE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 11, Township 6 North, Range 5 East, W.M., in Skamania County, Washington, being thirty (30) feet on each side of the centerline of a road located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

## II

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. The easement is conveyed for the purpose of construction, reconstruction, use and maintenance of a road or roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by the State, and to provide access to said lands for land management and administrative activities.
2. Burlington reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted to the State herein.
3. Burlington may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the State herein.
4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:
  - (a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
  - (b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

5. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

Registered S  
 Index S  
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6. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.
7. Burlington reserves to itself all timber now on or hereafter growing within the rights of way on its said lands.
8. The State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein: provided, that when the State or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify Burlington at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify Burlington thereof.
9. The State shall require each of its Permittees, before using any of said roads for commercial purposes to:
  - (a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:
    - (1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage for any one occurrence;
    - (2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or
    - (3) Such other limits as the parties hereto may agree upon in writing from time to time.
  - (b) Deliver to Burlington a certificate from the insurer of said Permittee certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give Burlington ten (10) days' written notice prior to any cancellation or modification.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate to become effective as of the day and year first above written.



Affix Seal of Corporation

BURLINGTON NORTHERN RAILROAD COMPANY

By David D. Leland  
David D. Leland Title  
Vice President, Timber and Land

Attest Susanna N. Lyman  
Susanna N. Lyman Title  
Assistant Secretary

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Brian C. Boyle  
BRIAN C. BOYLE  
Commissioner of Public Lands

Affix Seal of Commissioner  
of Public Lands

Easement No. 2141  
400512

*Walt Carlson*  
6-20-85

REAL ESTATE EXCISE TAX  
JUL 9 1985

PAID NA  
William J. Conville  
SKAMANIA COUNTY TREASURER

STATE OF Washington )  
County of King ) ss

On this 14<sup>th</sup> day of June, 19 85, before me personally appeared David D. Leland and Susanna N. Lyman, to me known to be the Vice President, Timber & Land and Assistant Secretary, respectively, of Burlington Northern Railroad Company, the corporation that executed the within and foregoing instrument, and acknowledged 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 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.

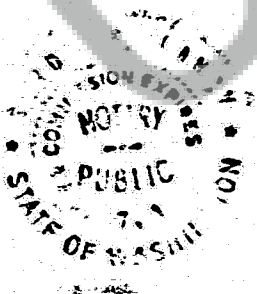


Marguerite Russ  
Notary Public in and for the State of  
Washington, residing at Seattle.  
My Commission Expires 3/22/88

STATE OF WASHINGTON )  
COUNTY OF THURSTON ) ss

On this 24<sup>th</sup> day of June, 19 85, before me personally appeared BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington 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 official seal of the Commissioner of Public Lands for the State of Washington.

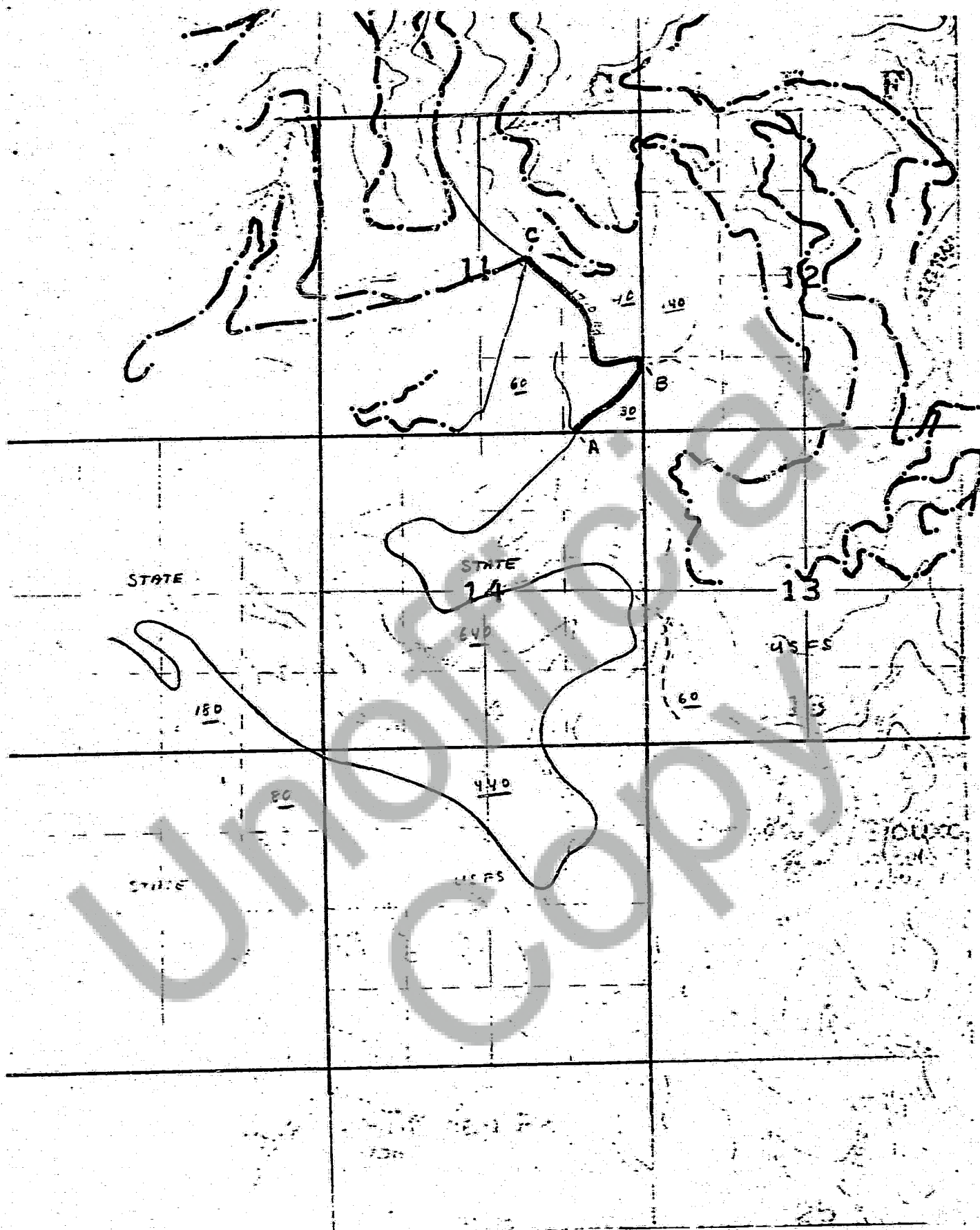
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.



Sandra J. Gandy  
Notary Public in and for the State of  
Washington, residing at Olympia.

RECEIVED WITHIN  
DEPARTMENT OF NATURAL RESOURCES  
PUBLIC LANDS BUILDING (W-2)  
OLYMPIA, WA 98504  
3:50 P. JULY 9 1985  
24  
DEED 743  
COUNTY WITH  
McDon  
AUDITOR  
DEPUTY





TRIBUTARY BOUNDARY  
STATE  
PLUM CR.TBR.  
U.S.F.S.  
COST SHARE EASEMENT

T6N R5E

EXHIBIT 'A'