

99540

Randle - Lewis River Rd.
Road No. 25

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Document No. 35014

905-11-02.210

EASEMENT

THIS EASEMENT, dated this 28th day of June, 1985, from BURLINGTON NORTHERN RAILROAD COMPANY, a corporation of the State of Delaware, hereinafter called "Grantor," to the UNITED STATES OF AMERICA, hereinafter called "Grantee," whose address is Washington D.C. 20013.

WITNESSETH:

Grantor, for and in consideration of \$14,548.00 and the granting 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 parking area 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 7 North, Range 6 East, W.M.
Section 23: Government Lot 1

The word "premises" when used herein means said strip of land whether or not there is an existing parking area located thereon. Except where it is defined more specifically, the word "parking area" shall mean parking area now existing or hereafter constructed on the premises or any segment of such parking area. The location of said premises is shown approximately on Exhibit "A" attached hereto.

Said "premises" shall extend the right-of-way width along the south side of the existing easement dated June 11, 1963 from Northern Pacific Railway, filed for record June 24, 1963, and recorded in Book 51 at page 371, Skamania County, Records, to a maximum of 140 feet perpendicular to centerline, as shown on the attached plat with such additional width as required for accommodation and protection of cuts and fills. If the parking area is located substantially as described herein, the centerline of said parking area as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline for the premises granted. If any subsequent survey of the parking area shows that any portion of the parking area, although located substantially as described, crosses lands of 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 parking area as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring agency is the Forest Service.

Registered
Indexed, Dr
Indirect
Filed
Mailed



CERTIFIED CORRECT AS TO CONSIDERATION, DESCRIPTION, AND CONDITIONS.
Evelyn L. Krumholz 7/85

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 parking area. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the parking area for disposal by the owner of such timber.

B. Grantor shall have the right to use for all useful purposes the parking area to be constructed, subject to traffic-control regulations as provided in 36 CFR 212.7(a) (1) and (2), the bearing of parking area 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 parking area without costs for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled, and for removal of timber cut on the premises in construction of the parking area, subject to the limitations herein contained.

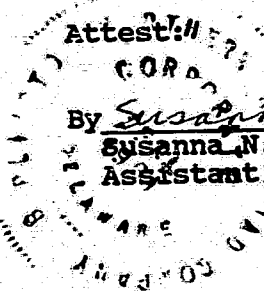
2. The right to cross and recross the premises and parking area at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the parking area.

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

If for a period of five (5) years the Grantee shall cease to use or preserve for prospective future use, the parking area, or any segment thereof, for the purposes granted, or if at any time the Regional Forester determines that the parking area, or any segment thereof, is no longer needed for the purposes granted, the easement traversed thereby shall terminate. In the event of such nonuse 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.

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IN WITNESS WHEREOF, 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 RAILROAD COMPANY

By Susanna N. Lyman
Susanna N. Lyman
Assistant Secretary

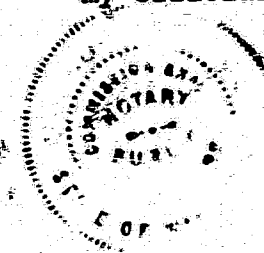
By David D. Leland
David D. Leland
Vice President, Timber and Land

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this 26th day of June, 1985, before me personally appeared David D. Leland, to me known to be the Vice President, Timber and Land of Burlington Northern Railroad Company, the corporation which executed the within and 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 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 official seal the day and year last above written.



Marquitta Rues
Notary Public in and for the
State of Washington
Residing in Seattle
My Commission Expires 3/22/88

N/A
REAL ESTATE EXCISE TAX
JUL 12 1985

PAID N/A
Jan R. Wyringer, Dep.
SKAMANIA COUNTY TREASURER

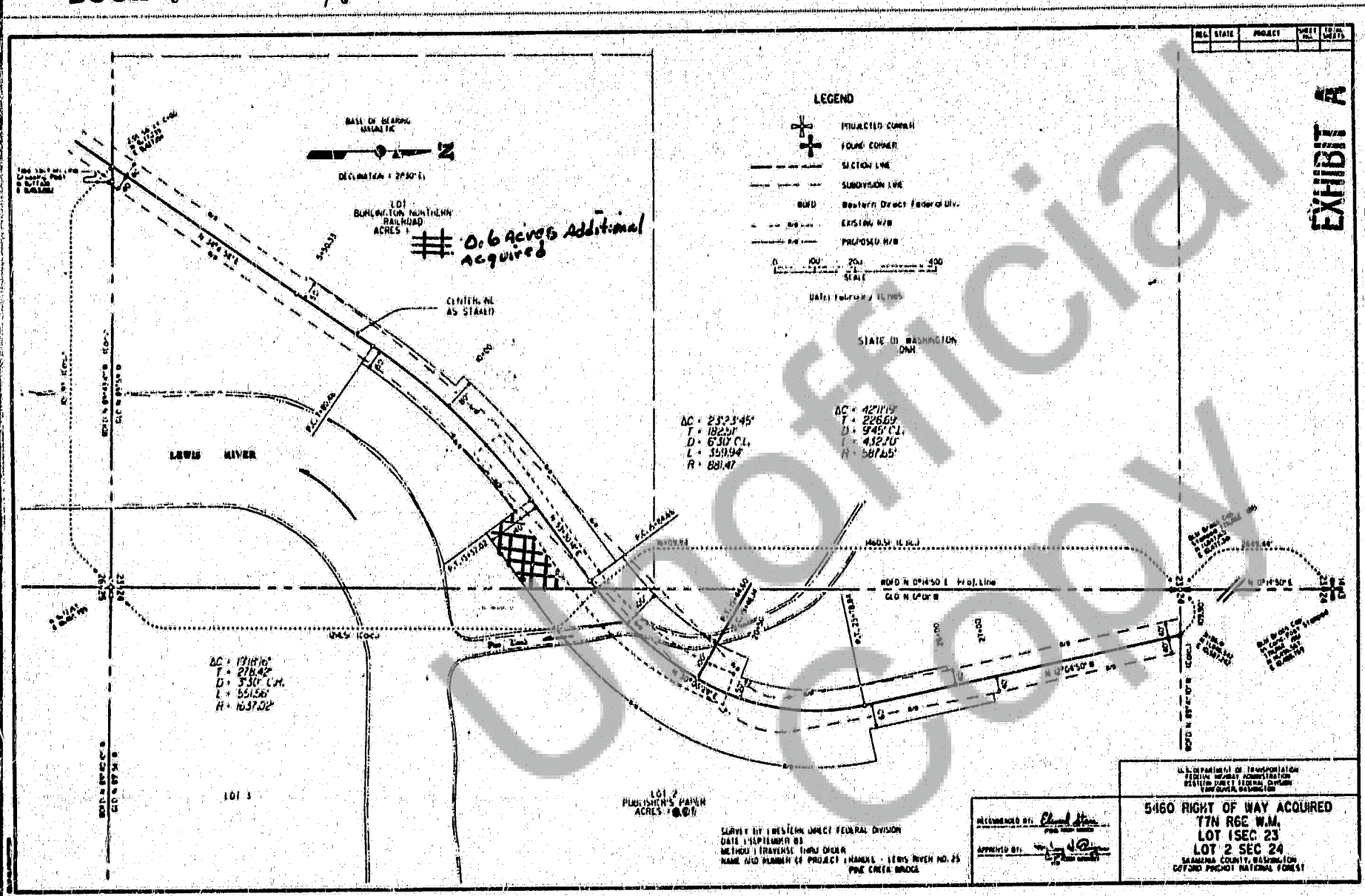


EXHIBIT A