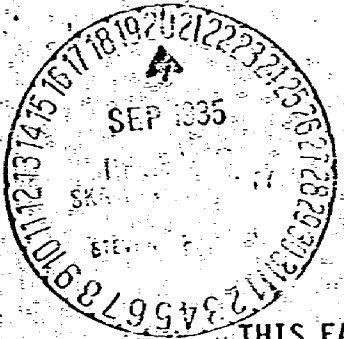


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BOOK 85 PAGE 85



FRTA  
FOREST ROAD EASEMENT

Rd. 3105172  
Rd. 3105113  
Rd. 3105  
Rd. 3105163  
Rd. 3105164

THIS EASEMENT, dated this 25th day of June, 1985, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Burlington Northern Railroad, Company a Corporation of the State of Delaware, and its successors in interest, assigns, hereinafter collectively called Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964, (78 Stat. 1089; 16 U.S.C. 532-538) for a road over certain lands or assignable easements owned by the United States in the County of Skamania, State of Washington, and administered by the Forest Service, Department of Agriculture,

NOW THEREFORE, Grantor, for and in consideration of the grant of a reciprocal easement received by Grantor, does hereby grant to Grantee, subject to existing easements and valid rights, an easement for use of a road, whether existing or as constructed or reconstructed, over and across the following described lands in the County of Skamania, State of Washington:

T. 6 N., R. 6 E., W.M.,  
section 12, S1/2S1/2  
section 13, NE1/4NE1/4, N1/2NW1/4

T. 6 N., R. 7 E., W.M.,  
section 7, NW1/4SW1/4, S1/2SW1/4  
section 18, NW1/4NW1/4

The location of the road is shown approximately on Exhibit A attached hereto,

Said easement shall be 30 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 easement granted.

Certified as to consideration, description and conditions.

Date 6/25/85

*Wilma J. Cornwall*

RECORDED  
INDEXED  
JUN 25 1985  
COUNTY CLERK  
SKAMANIA COUNTY  
WASHTON

REAL ESTATE EXCISE TAX  
SEP 20 1985

PAID NA  
*Wilma J. Cornwall*  
SKAMANIA COUNTY TREASURER

Filed  
Mailed

The grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, successors in interest and assigns:

A. Except as hereinafter limited, Grantee shall have the right to use the road for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands and resources served by this road, now or hereafter owned or controlled, subject to such traffic control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without unreasonably reducing the rights herein granted.

B. Grantee shall comply with all applicable State and Federal laws, and existing Executive orders, and Federal rules and regulations.

C. Grantee shall pay the Grantor for its share of maintenance cost or perform maintenance, as determined by the Grantor. The maintenance obligation of the Grantee shall be proportionate to total use, and the Grantee shall not be required to perform or bear the costs of maintenance other than that commensurate with its use. Any maintenance performed by the Grantee will be authorized by and will be performed in accordance with an approved maintenance plan. In the event the road requires maintenance, restoration or reconstruction work to accommodate the Grantee's needs, the Grantor will authorize the work required in the same manner as provided herein for maintenance or in clause F for reconstruction. Such work will be performed at the expense of the Grantee.

D. Upon change of ownership of any of the Grantee's land or resources served by this road, the rights granted under this easement can be transferred or assigned to the new owner, upon written notification to the Regional Forester.

E. The exercise of the rights granted shall be subordinate to any easement on said road subsequently granted by the United States to a public road agency for operation as a public highway.

F. Any construction or reconstruction of the road to be used shall be in accordance with plans, specifications, and written stipulations approved by the Regional Forester prior to beginning such construction or reconstruction.

G. The rights herein conveyed do not include the right to use the road for access to developments used for short- or long-term residential purposes, unless and until traffic control regulations, rules, and other provisions to accommodate such use of the road are agreed upon by the Grantor and Grantee.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled.
2. The right alone to extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public; provided, that such use shall be controlled by Grantor so as not unreasonably to interfere with Grantee's use of the road.
3. The right to all timber now or hereafter growing on the right-of-way for the road, provided, the Grantee shall have the right to cut timber to the extent necessary in accordance with construction stipulations or the approved maintenance plan.
4. The right to relocate the road constructed on this easement to the extent necessary to accommodate the management needs of the National Forests. It is agreed that the centerline of this easement will shift to follow the centerline of the relocated road and will be accepted as the true centerline of the easement granted.

The grant of a right to use the road described in this easement does not create an obligation on the Grantor to maintain the road in a usable condition.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) by a determination to cancel after a five (5) year period of nonuse, after notification and opportunity for hearing as prescribed by law; provided, the easement, or any segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Director of Lands, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

*Carl B. Jackson*

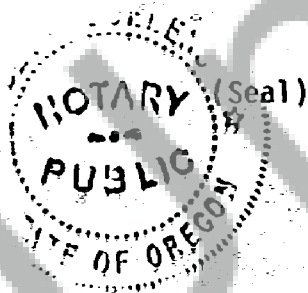
CARLIN B. JACKSON  
Director of Lands  
Pacific Northwest Region  
Forest Service  
Department of Agriculture

ACKNOWLEDGMENT

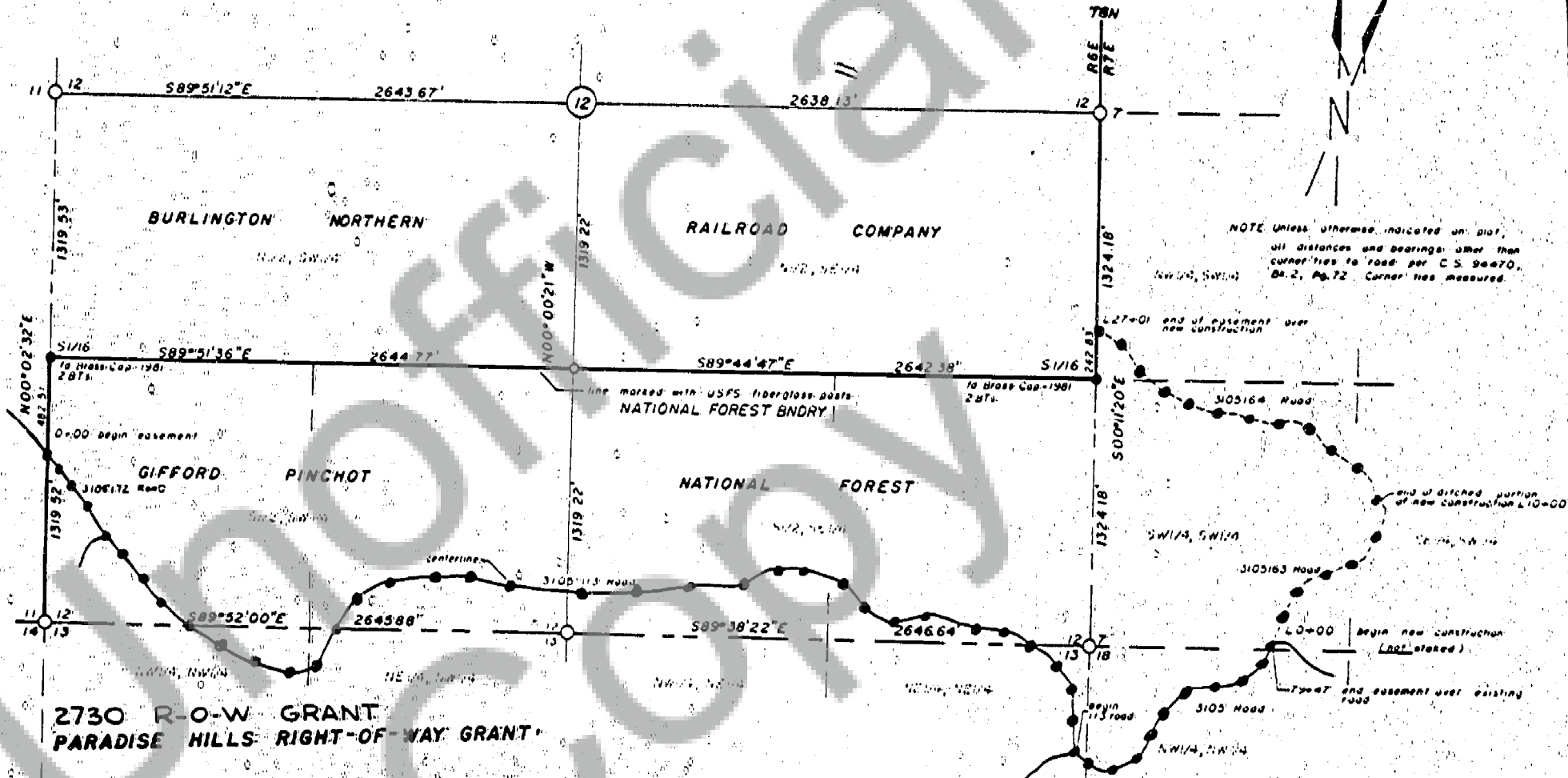
State of Oregon )  
County of Multnomah ) ss.

On the 25<sup>th</sup> day of June, 1985, before me, a Notary Public within and for said State, personally appeared CARLIN B. JACKSON, Director of Lands, Pacific Northwest Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed, and he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written,



Dech. Jackson  
Notary Public for the State of Oregon  
Residing at Portland  
My commission expires Oregon



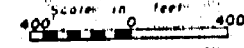
NOTE: Unless otherwise indicated on this plot, all distances and bearings other than corner ties to road per C.S. 94470, DA-2, Pg. 72, Corner ties measured.

**2730 R-O-W GRANT  
PARADISE HILLS RIGHT-OF-WAY GRANT**

US FOREST SERVICE - GIFFORD PINCHOT N.F.  
to BURLINGTON NORTHERN RAILROAD CO., INC.

Right-of-way 60' in width over 79+47 stations of existing roads  
and 27+01 stations of new road totaling 14.67 acres.

Across portions of Sections 12B-15, T6N, R6E and  
Sections 7B-18, T6N, R7E, W.M., Skamania Co., Washington  
SURVEYED: October 5, 1982  
PLATTED: February 6, 1984  
LOCATED BY: E.N. HALLEN  
SURVEY METHOD: Staff compass & 200' chain



- LEGEND**
- Projected line: ————
  - Property line: ————
  - Section line: ————
  - 1/4 Section line: ————
  - Corner found: ● (not found) ○
  - New road construction: - - - - -
  - Existing road: 3105 RD
  - R/W Grant: ————

**EXHIBIT A**

Recommended by: *Chad Starn* date: 12-27-84  
FOR FOREST ENGINEER

Approved by: *[Signature]* date: 1/2/85  
FOR FOREST SUPERVISOR

4/1/85