

75813

BOOK 64

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EASEMENT

THIS AGREEMENT, made and entered into this 25th day of September 19 77, by and between BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called "Burlington Northern," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I

The State, for and in consideration of One Hundred and No/100 Dollars (\$100.00) hereby grants and conveys to Burlington Northern, its successors and assigns, a permanent easement upon, over, and along rights of way seventy (70) feet in width over and across the W/4 SW/4 of Section 25, and the NW/4 NW/4 of Section 36, Township 7 North, Range 6 East, W.H., in Skamania County, Washington, being thirty-five (35) feet on each side of the center line(s) of a road or roads located approximately as shown in red on the attached "Exhibits A and B."

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. This easement is conveyed for the purposes of reconstruction, use and maintenance of a road or roads for the purpose of providing access to and from lands now owned or hereafter acquired by Burlington Northern.

2. The State 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 Burlington Northern herein.

3. The State 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 Burlington Northern herein.

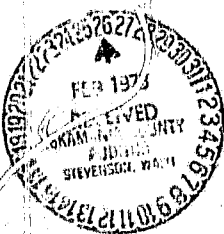
4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as 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.

App. No. 75372



No. 1796 TRANSACTION EXCISE TAX

FEB 28 1973

Account Paid... Skamania County Treasurer

5. A 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.

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. The State reserves to itself all timber now on or hereafter growing within the rights of way on its said lands and the right to remove said timber via the right of way herein granted.

8. Burlington Northern 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 Burlington Northern 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 the State 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 the State thereof.

9. Burlington Northern shall require each of its Permittees, before using any of said roads on the lands of the other party hereto, 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), 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;

(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, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand Dollars (\$50,000.00) for any one occurrence, and Five Thousand Dollars (\$5,000.00) 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 the State a certificate from the insurer of said Permittee certifying that coverage is 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 the State ten (10) days' written notice prior to any cancellation or modification.

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

BURLINGTON NORTHERN INC.

By C. R. Binger  
VICE PRESIDENT

Attest \_\_\_\_\_

Affix Seal of Corporation

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole  
BERT L. COLE  
Commissioner of Public Lands

Affix Seal of Commissioner of Public Lands

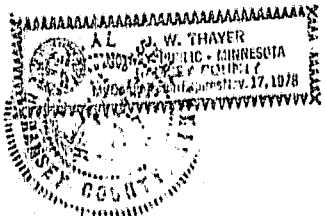
App. No. 35172  
ab

STATE OF Minnesota )  
County of Ramsey ) ss

On this 10th day of January, 19 23, before me personally appeared C. R. Binger and R. M. O'Brien, to me known to be the VICE PRESIDENT and SECRETARY, respectively, of \_\_\_\_\_

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.



[Signature]  
Notary Public in and for the State of Minnesota, residing at St. Paul.

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF THURSTON )

On this 9th day of February, 1973, before me personally appeared BERT L. COLE, 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.

*Selen M. Wolff*

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



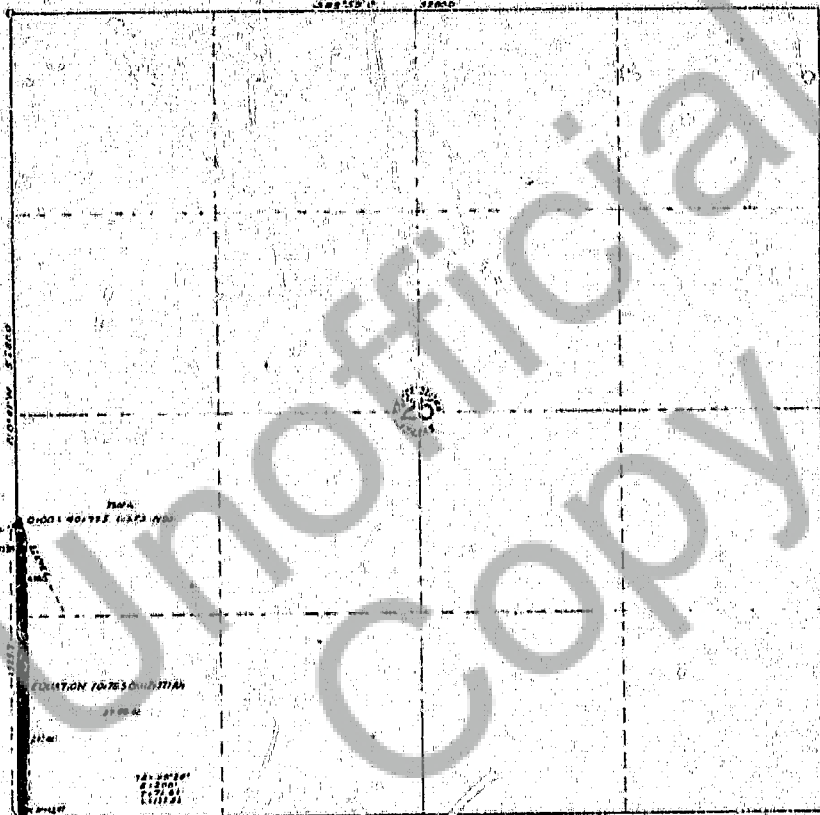
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RIGHT OF WAY PLAT  
INTERNATIONAL PAPER COMPANY  
SECTION 25, T.7N, R.6E, W.M.  
SKAMANIA COUNTY, WASH.  
SCALE 1"=400 FT.



APR 30 1945, amount for the harvest and use per Sec 25 or 30 granted DARE by CO. 65-000 10-1-65 JWS

I, Andrew Nelson, registered professional engineer, do hereby certify that this plat accurately represents the location of International Paper Company track road across the West half of the Southeast quarter of section 25, Township 7 North Range 6 East, W.M.

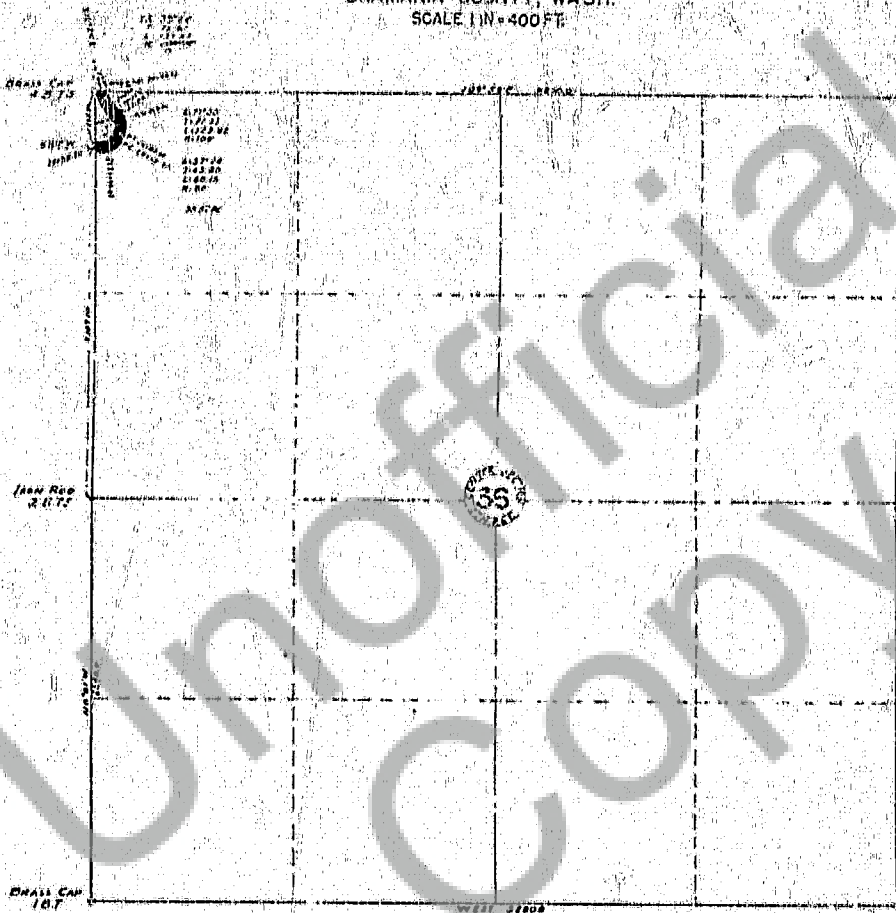
Andrew Nelson  
Registered Professional Engineer

3040E

3040E

EXHIBIT A

RIGHT OF WAY PLAT  
INTERNATIONAL PAPER COMPANY  
SECTION 36, T.7N, R.6E, W.M.  
SKAMANIA COUNTY, WASH.  
SCALE 1 IN. = 400 FT.



I, Andrew Holman, registered professional engineer, do hereby certify that this plat accurately represents the location of International Paper Company's levee road across the Northwest quarter of the Northeast quarter of section 36 Township 7 North, Range 6 East, W.M.

*Andrew Holman*  
Registered Professional Engineer

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