

EASEMENT

THIS AGREEMENT, made and entered into this 20th day of February, 1974, by and between BURLINGTON NORTHERN, INC., a Delaware corporation, hereinafter called "Burlington," 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 \$2,433.00 for cost-shared roads and a maintenance fee of \$5.00 hereby grants and conveys to Burlington, its successors and assigns, a permanent easement upon, over, and along rights of way thirty (30) feet in width over and across the NE1/4, Section 4, Township 7 North, Range 5 East, N.W., in Okanogan County, Washington, being fifteen (15) feet on each side of the center line(s) of a road or roads 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. 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.
2. The State reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recess 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 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 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. 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 may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittees" and collectively referred to as "Permittee," to exercise the rights granted to it herein: provided, that when Burlington 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 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;

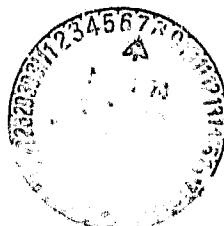
(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, Twenty-five Thousand Dollars (\$25,000.00) for injury to one person, Fifty Thousand 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 in not less than the above named ~~is~~ 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.

III

Burlington shall furnish and install one 18-inch x 30-foot long culvert at approximately station 12+00 and shall improve the road shown in red on Exhibit A to the State's specifications for management roads dated May, 1973 and on file in the office of the Commissioner of Public Lands. The completion date for said road improvement project is October 1, 1974.



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

SURLINGTON NORTHERN, INC.

By CR. B...
President Resources Division

Attest 20 January
Commissioner of Public Lands

Affix Seal of Corporation

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bea L. C.
Commissioner of Public Lands
Bea L. C.

Affix Seal of Commissioner
of Public Lands

App. No. 37084
cmf

STATE OF Minnesota)
County of Ramsey) ss

On this 20th day of January, 1974, before me personally
appeared F. P. B... and Bea L. C.,
the President Resources Division and Commissioner
of Public Lands, respectively, of Washington,
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 so each 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.



M. Thayer
Notary Public in and for the State of
Minnesota, residing at ...

2085
TRANSACTION EXECUTED
MAR 7 1974
Agent Public Lands
Bea L. C.
...
...

STATE OF WASHINGTON)
)
 COUNTY OF THURSTON)

On this 22 day of February, 19 74, before me personally appeared BRUCE W. REEVES, to me known to have signature authorization delegated to him to sign for BERT L. COLE, 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.

Upone J. McDonald
 Notary Public in and for the State of
 Washington, residing at Olympia, WA

Unofficial Copy

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT A. COLE, Controller/Secy of Public Lands

BOOK 66 PAGE 357

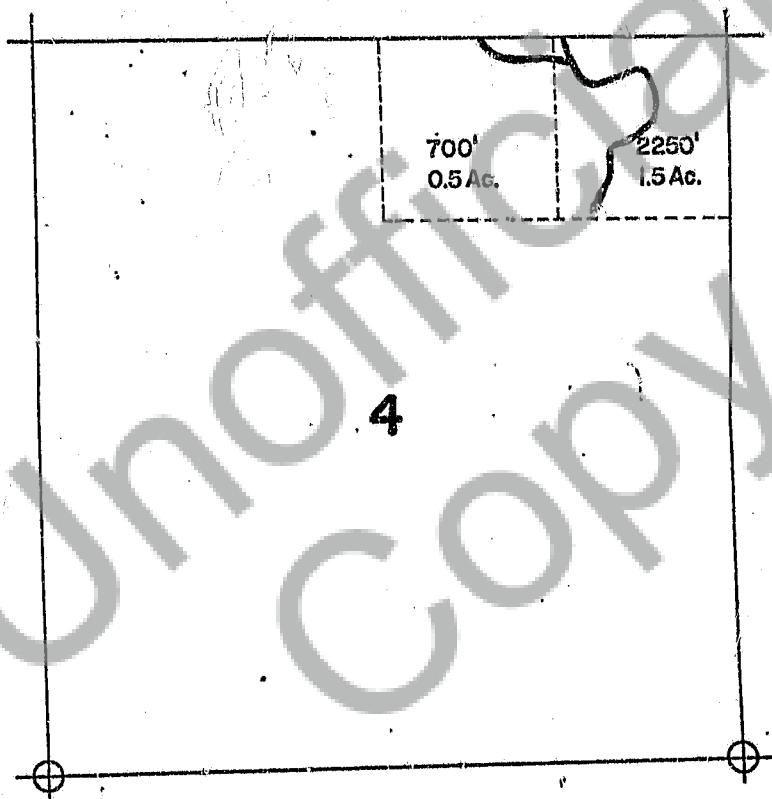
Form No. _____

Name _____

County SKAMANIA

District SOUTHWEST

T. 7 N. R. 5E W.M.



R/W = 30'
SCALE: 1" = 1000'

EXHIBIT A

DRAWN BY: MDH
DATE: 10-31-73

(CORNERS)

☐ APPROXIMATE ☒ ACCURATE ☒ COINCIDENT ☒ OTHER AGENCY ☐ 1/16