

BN 86903  
905-11-02.220

BOOK 75 PAGE 178  
Non-Cost Share Easement

EASEMENT

THIS EASEMENT, dated this 14th day of April, 1978, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor," to Burlington Northern, Inc., a corporation of the State of Delaware hereinafter called "Grantee."

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089; 16 USC 532-538), for a road over certain lands 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 reciprocal easements received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as Grantee), subject to existing easements and valid rights, a perpetual easement for a road 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:

SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, Section 16, T.9N., R.6E., W.M.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit 1 attached hereto.

Said premises shall be 33 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 premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the 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 road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.



*Enc. 1*  
*Revised J. D. H. 10/1/78*

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

- A. Grantee shall comply with all applicable State and Federal laws, Executive orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- C. Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled. Grantee alone may extend such rights and privileges for use of the premises to others.
- D. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right of way to be chemically treated.

The foregoing notwithstanding, 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 without cost 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, provided that such right of use shall not include use of the road by the public or for heavy hauling except to remove timber cut on the premises in construction or maintenance of the road.
2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.
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.

Provided that so long as the Lewis River Road Right-of-Way Construction and Use Agreement dated May 23, 1974 remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to construction, reconstruction, and maintenance of the road.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or 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 Regional Forester, Forest Service, has executed this easement pursuant to the Delegation of Authority by the Secretary of Agriculture to the Assistant Secretary for Conservation, Research, and Education, the Delegation of Authority by the Assistant Secretary for Conservation, Research, and Education to the Chief, Forest Service, 7 CFR 2.60 and the Delegation of Authority by the Chief, Forest Service, dated January 5, 1978, (42 FR 1633), on the day and year first above written.

UNITED STATES OF AMERICA

  
K. E. WORTHINGTON  
Regional Forester  
Forest Service  
Department of Agriculture

ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Multnomah ) ss.

On the 4<sup>th</sup> day of April, 1932, before me,  
a Notary Public within and for said State, personally appeared W. E. Worthington  
the same person who executed the within and foregoing instrument, who being  
by me duly sworn according to law, did say that he executed said instrument for  
R. E. Worthington, Regional Forester, Forest Service, Department of Agriculture,  
and 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.

Dulcie J. Shivers  
Notary Public for The State  
of Oregon, Residing  
at Portland  
My Commission Expires 10-23-32

SEAL

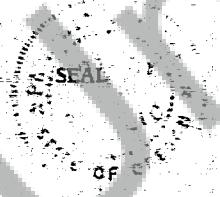
ACKNOWLEDGMENT

STATE OF Oregon )  
COUNTY OF Multnomah ) ss.

On the 4th day of April, 19 73, before me,  
a Notary Public within and for said State, personally appeared R. M. Hollister  
the same person who executed the within and foregoing instrument, who being  
by me duly sworn according to law, did say that he executed said instrument for  
R. E. Worthington, Regional Forester, Forest Service, Department of Agriculture,  
and 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 his 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.

Patricia J. Skelton  
Notary Public for The State  
of Oregon, Residing  
at Portland  
My Commission Expires 10-23-73



*Barbara J. Anderson*

Page 1 of 4 Pages

Exempt



BOOK 75 PAGE 12

SEC. 16 & 21, T9N, R6E.

2730  
Rights of Way Grants  
Burlington Northern  
International Paper  
Gifford Pinchot National Forest  
Skamania County, Washington

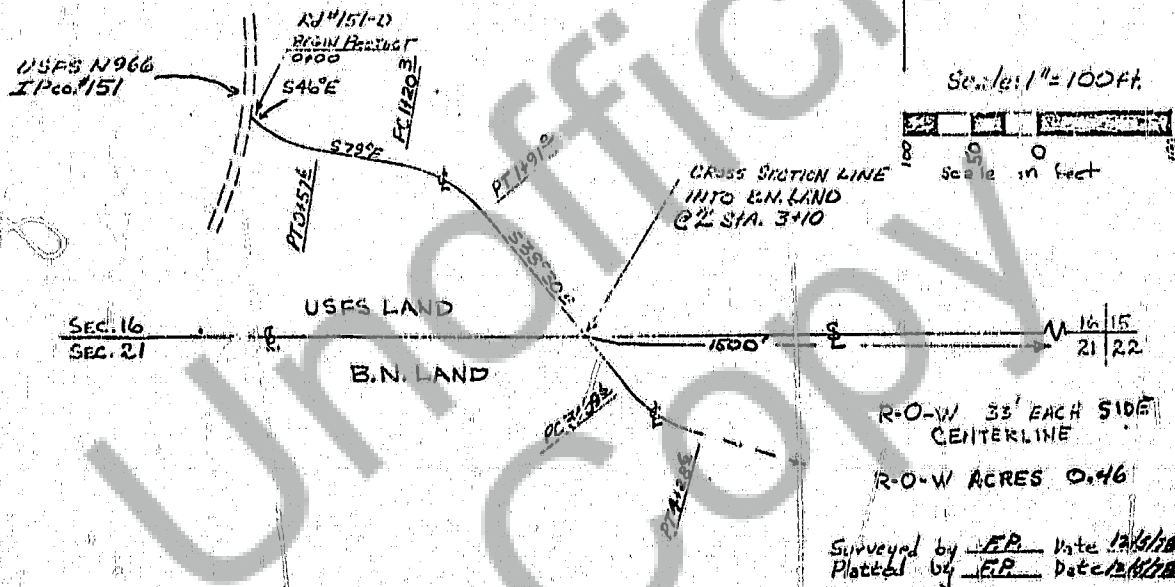


Exhibit 1