

File No. 562-2.83.0020

Deed No. 34649

6-5-100

MITCHELL PEAK TRAIL EASEMENT

THIS EASEMENT, dated this 3rd day of March, 1983, from BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, hereinafter called "Grantor," to the STATE OF WASHINGTON, acting by and through the DEPARTMENT OF NATURAL RESOURCES, hereinafter called "Grantee,"

## WITNESSETH:

Grantor, for and in consideration of the sum of \$200.00 administrative fee, the receipt of which is hereby acknowledged, does hereby grant and convey to Grantee an easement for a public outdoor recreation trail hereinafter called "Mitchell Peak Trail", along and across a strip of land hereinafter defined as the "easement," over and across the following described real property:

W $\frac{1}{2}$ SW $\frac{1}{2}$ , Section 3, Township 6 North, Range 5 East, W.M.

Said easement shall be 10 feet in width, being 5 feet in width on each side of the centerline of the Mitchell Peak Trail as it now exists or as now located and marked on the ground, except as conditioned in Paragraph 1(e), with such additional widths as required for accommodation and protection of cuts and fills, said existing trail and marked location being approximately located and described as shown on Exhibit A which is attached hereto and made a part hereof.

If the trail is located substantially as described herein, the centerline of said trail as constructed is hereby deemed accepted by the Grantor and Grantee as the true centerline of the easement granted.

Grantor and Grantee do hereby covenant and agree for themselves, its successors and assigns that they shall use and restrict the use of the easement as set forth below:

1. Use by Grantee

Grantee shall have the right to:

- (a) Reconstruct, operate, use and maintain the Mitchell Peak Trail within the easement area.
- (b) Reconstruct, operate, use and maintain any segment of said trail that may be destroyed through logging operations or otherwise.
- (c) Cut and clear timber and other vegetation in construction and development of the trail.
- (d) Grantor shall not be responsible for any claims, loss or liability for injury to persons or damage to property caused by or in any way arising out of the exercise of the rights hereby granted or the existence of said trails on Grantor's property, except as may be caused by the sole negligence of Grantor or its officers, employees or agents.



- (e) In the event that the location of said trail, or any part thereof, shall unduly interfere with Grantor's use and development of its property, said trail shall be relocated by Grantee to eliminate such interference, at no cost to Grantor; it being understood that Grantor will provide alternate right of way on its adjacent property, if available.

## 2. Reservations by Grantor

- (a) Grantor reserves for itself, successors, and assigns:

- (1) The right to grow and harvest timber crops on the easement area and to move logging equipment and skid logs across the trail and easement.
- (2) The right to cross and recross the easement at any point and for any purpose in such manner as will not materially interfere with the use of the trail.
- (3) The right to close said trail during such time as Grantor or its contractors are conducting logging operations in the vicinity thereof.

If for the period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the trail, or any segments thereof, or if at any time the Grantee determines that the trail, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by Grantee, the Grantee shall furnish to the Grantor a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, Grantor has hereunto executed this easement to become effective on the day and year hereinabove written.

BURLINGTON NORTHERN RAILROAD COMPANY

By

L. James Brady  
L. James Brady  
Vice President, Timber and Land

Attest

Susanna N. Lyman  
Susanna N. Lyman  
Assistant Secretary

Affix Seal of Corporation

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Brian J. Boyle  
BRIAN J. BOYLE

Commissioner of Public Lands

Affix Seal of Commissioner  
of Public Lands

No. 11/A

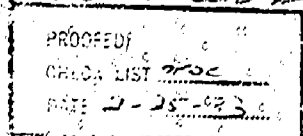
TRANSACTION EXCISE TAX

MAR 7 1983

Amount Paid N/A

Skamania County Treasurer

By [Signature]



ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF KING

On this 18<sup>th</sup> day of February, 19 83, before me personally appeared L. James Brady and Susanna N. Lyman, to me known to be the Vice President, Timber and Land and Assistant Secretary, respectively, 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 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 last above written.

Marguerite Reed  
Notary Public for the  
State of Washington  
Residing at Seattle  
My Commission Expires 3/22/84

ACKNOWLEDGEMENT

STATE OF WASHINGTON )

) ss

COUNTY OF THURSTON )

On this 3rd day of March, 19 83, before me personally appeared BRIAN J. BOYLE, 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.

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

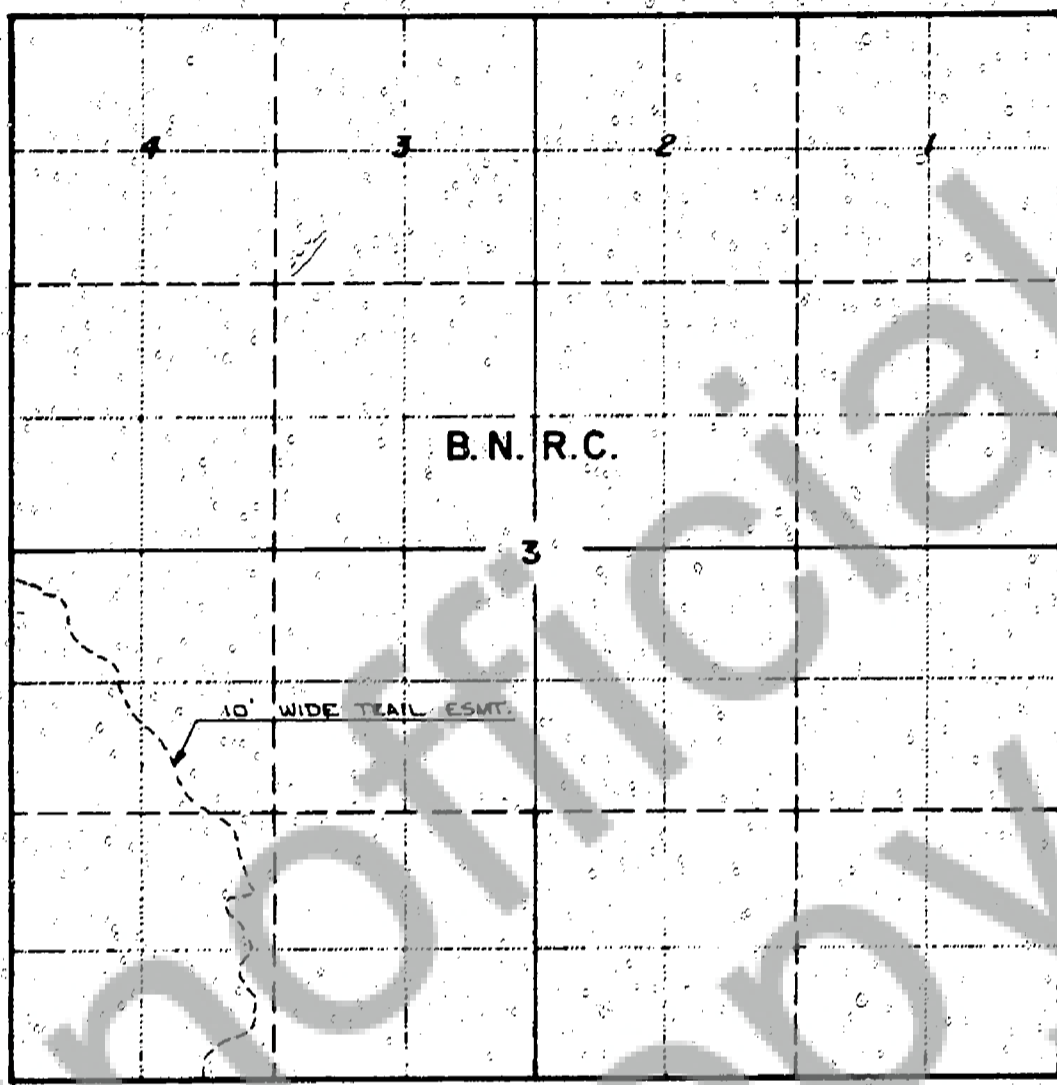


Exhibit 'A'

Sec. 3 Twp. 6N Rge. 5E, W.M.

Skamania County, Washington