

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN RAILROAD COMPANY (formerly named Burlington Northern Inc.) a Delaware corporation, of 3300 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, Grantor, for Eight Hundred Twenty Five and No/100 Dollars (\$825.00) to it paid by SKAMANIA COUNTY, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT for roadway purposes, hereinafter called Roadway, and for no other purpose, over, upon and across the following described premises, situated in Skamania County, State of Washington, to-wit:

All that 60 foot portion of Burlington Northern Railroad Company's 100 foot wide right-of-way located in the SE $\frac{1}{4}$  SE $\frac{1}{4}$  Section 27, and the NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 34, all in T 3 N, R 8 E, W.M., Home Valley, Skamania County, Washington, as shown outlined red on the attached map marked Exhibit "A" and by this reference made a part hereof.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for Roadway purposes.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said Roadway shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right-of-way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said Roadway purposes.

4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said Roadway on said premises.

5. For any encumbrance or interest affecting the described premises as set forth in Sections 2, 3, and 4 hereinabove, the Grantee agrees to assume all liability and responsibility for the removal or satisfaction of the Grantor's obligations or interests, whether in whole or in part, as may be involved.

6. This instrument is granted according to the terms and conditions of that certain Agreement between the Grantor and the Grantee dated October 16, 1984 and made subject to the terms and conditions contained therein.

7. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, or should the Grantee fail to perform any of the conditions herein expressed, then and in any such event, all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purpose whatsoever, shall immediately cease and determine, and the said Grantor, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging, to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be executed by duly authorized officers this 2nd day of October, 19 85.

BURLINGTON NORTHERN RAILROAD COMPANY

BY H. P. Nave

DIRECTOR - PROPERTY MANAGEMENT

ATTEST:

BY G. F. Steinke

Assistant Secretary

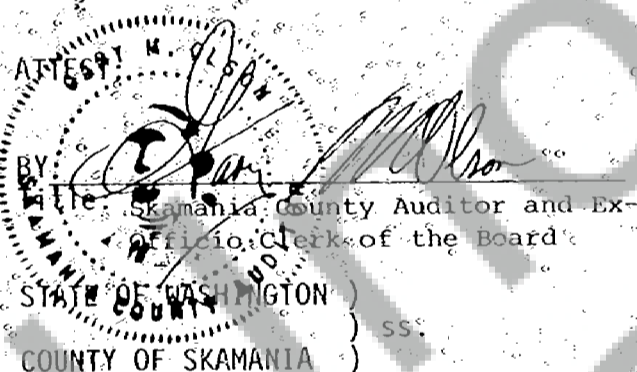


ACCEPTED:

SKAMANIA COUNTY

BY William V. Benson

Title:



APPROVED AS TO FORM:

Robert K. Leick  
Sk. Co. Prosecutor

On this 18th day of November, 19 85, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William V. Benson, to me known to be Commission Chairman of Skamania County, the Corporation that executed the 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 an oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and seal hereto affixed the day and year first above written.

Shirley Ann M. Vico  
Notary Public in and for the State of Washington



STATE OF TEXAS )  
COUNTY OF TARRANT ) ss.

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On this 2nd day of October, 1985, before me, the undersigned, a Notary Public in and for the State of Texas duly commissioned and sworn, personally appeared W. B. Shaw and J. L. Steinbittel, to me known to be the DIRECTOR, PROPERTY MANAGEMENT and Assistant Secretary, respectively, of Burlington Northern Railroad Company, the corporation that executed the 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 an oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporated seal of said Burlington Northern Railroad Company.

Witness my hand and official seal hereto affixed the day and year first above written.

Madeline Andrews  
Notary Public in and for the State of Texas

Madeline Andrews  
Notary Public in and for the State of Texas  
1985

STATE OF WASHINGTON )  
COUNTY OF )  
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT WAS FILED BY:

SAMAMIA COUNTY ENGINEER  
OF STEVENSON, WA

AT 9:45 A FEB. 18 1986

WAS RECORDED 100

BOOK 384

RECORDS OF SAMAMIA COUNTY WITH

J. M. Olson

COUNTY AUDITOR

J. M. Olson DEPUTY

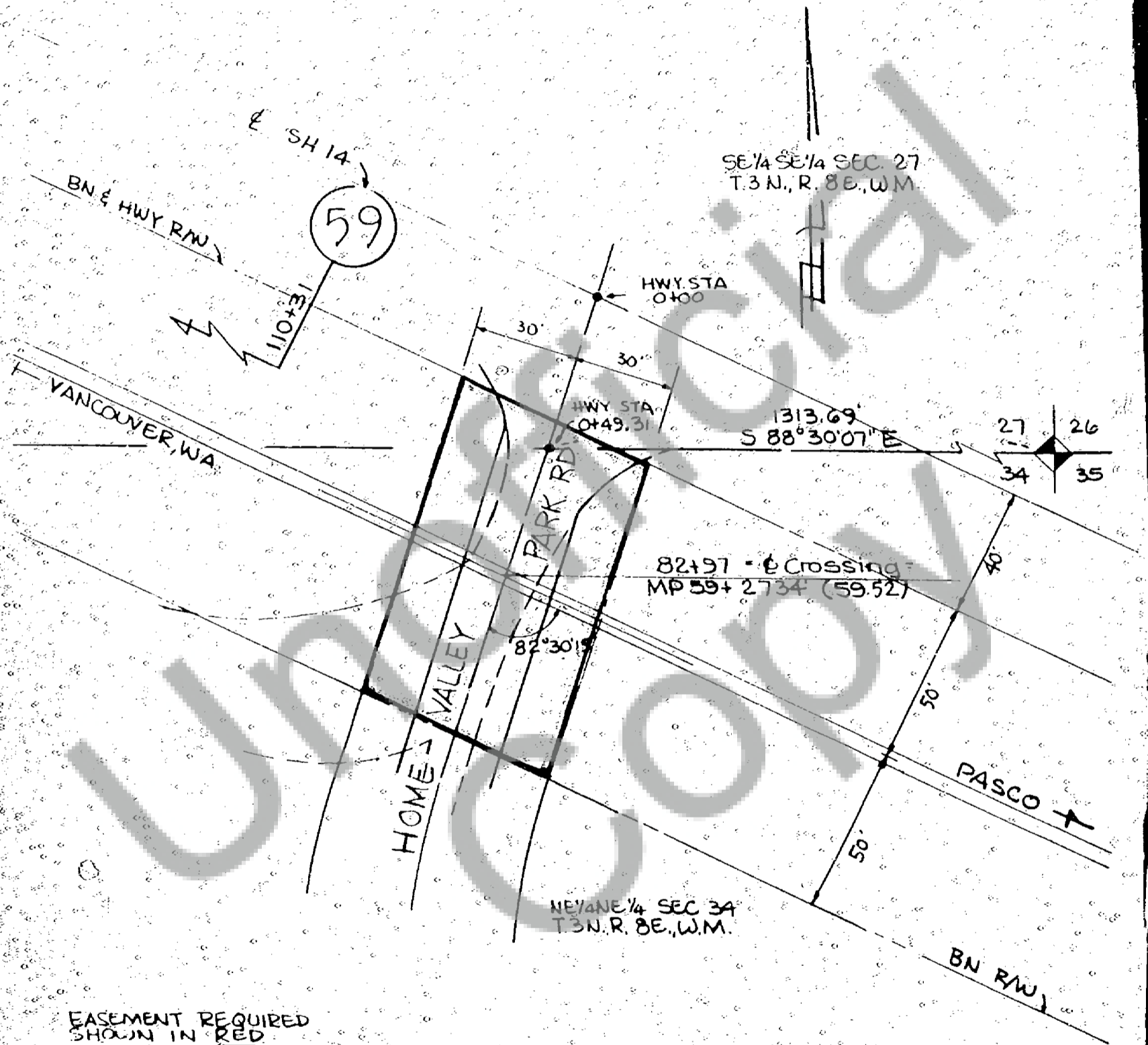


EXHIBIT A  
BN RAILROAD CO.  
SEA-PORT REGION - VANCOUVER - PASCO, WA.  
EASEMENT REQUIRED  
FOR HOME VALLEY  
PARK ROAD  
HOME VALLEY, WA.

SCALE: 1"=40'

CHIEF ENGINEER, REGION-SEATTLE 8-9-83

PD 30-108

JMC