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City of NA BOOK 134 PAGE 507

Dec 10 1992

GARY L. SON

## EASEMENT

The Grantor, BURLINGTON NORTHERN RAILROAD COMPANY (formerly Burlington Northern Inc.), a Delaware corporation, hereinafter called Railway Company, for and in consideration of Ten and No/100 Dollars (\$10.00) to it paid and the agreements herein contained, does hereby grant to the CITY OF NORTH BONNEVILLE, hereinafter called City, an easement for underground water and sewer lines across the following described premises situated in Skamania County, State of Washington:

Water Lines:

Strips of Land 10 feet in width, being five feet on either side of the following designated railroad centerline stations:

Railroad E.S. 1944+45, located in Section 19, Township 2 North, Range 7 East, W.M.

Railroad E.S. 1980+70, located in Section 20, Township 2 North, Range 7 East, W.M.

Sewer Lines:

Strips of Land 10 feet in width, being five feet on either side of the following designated railroad centerline stations, located in Section 20, Township 2 North, Range 7 East, W.M.:

Railroad E.S. 1955+31

Railroad E.S. 1979+94

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

## I

The Railway Company, for itself and its successors and assigns, reserves all rights to use the property hereinbefore described for any and all purposes whatsoever not inconsistent with the easement hereby granted, including, but not limited to, the right to construct, maintain, repair, renew, reconstruct, replace and operate present tracks and future tracks, communication, signal and electric power lines, utilities and ingress and egress to any remaining Railway Company ownership contiguous with said property and other types of facilities on said property when deemed necessary or expedient to the Railway Company. Rights reserved shall be so exercised as not to damage or interfere with the easement as above defined. This easement is subject to all existing interests of third parties in said property of any kind or nature whatsoever and any and all extensions or renewals thereof.

## II

The City agrees to provide, at its sole cost and expense, adequate drainage of the Railway Company's property in connection with construction and maintenance of said underground pipelines, also agrees to reimburse the Railway Company for any and all expense incurred by it by reason of any failure of the City to provide such drainage.

## III

The City shall protect and save harmless the Railway Company from any and all claims, demands, loss, damage expense and liability of every kind and description including personal injury and for any damage to or loss or destruction of property whatsoever suffered by the Railway Company, its heirs, successors and assigns, or by any persons, firms or corporations, because of the construction and/or maintenance of said facilities.

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REAL ESTATE EXCISE TAX

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SKAMANIA COUNTY 122101 02

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IV

In the event that said property shall at any time cease to be used by the City, or shall by operation of law or otherwise become vacated or abandoned, the easement herein granted shall immediately cease and terminate without notice or other proceedings on the part of the Railway Company, and the City, its successors or assigns, shall reconvey immediately said property to the Railway Company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate this 15th day of November, 1982.

CITY OF NORTH BONNEVILLE

BURLINGTON NORTHERN RAILROAD COMPANY

By Henrya Lahan  
Mayor Dec. 4-1982

By H. J. Shane  
Director - Land Management & Contracts

Attest: Diana Marie McKen  
City Clerk

Attest: G. F. Steinhibel  
Assistant Secretary

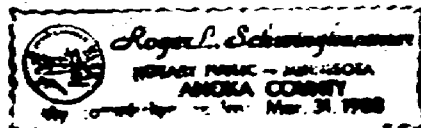
STATE OF MINNESOTA )  
County of Ramsey ) ss.

On this 15th day of November, 1982, before me

personally appeared H. J. Shane to me known to be a Director  
Assistant Secretary  
and G. F. Steinhibel, of BURLINGTON NORTHERN RAILROAD COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said BURLINGTON NORTHERN RAILROAD COMPANY, 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 BURLINGTON NORTHERN RAILROAD COMPANY.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Roger L. Schwinghammer  
Notary Public in and for the State of  
Minnesota, residing at Forest Lake.



STATE OF WASHINGTON,  
County of Shamania } ss.

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On this day personally appeared before me

Henry A. Williams

Anna Mae McKenney

to me known to be the individual S described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 4<sup>th</sup> day of December, 1942

John E. Belknap

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

TL-34 R1 8/74

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY



Unofficial Copy