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EASEMENT

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KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN RAILROAD COMPANY (formerly named Burlington Northern Inc.), a Delaware corporation, whose address for purposes of this instrument is 3300 Continental Plaza, 777 Main Street, Fort Worth, TX 76102-5384, Grantor, for One Thousand Five-Hundred Dollars (\$1,500.00) to it paid by SKAMANIA COUNTY, a political subdivision of the State of Washington, 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 the reconstruction and maintenance of an overhead bridge crossing at Railroad M.P. 59.86, hereinafter called bridge crossing, over, upon and across the following described premises, situated in Skamania County, State of Washington, to-wit:

A strip of land 60.0 feet in width crossing Burlington Northern Railroad Company's 100.0 foot wide right of way situate in the Fractional NW $\frac{1}{4}$ of Section 35, Township 3N, Range 8 East, Willamette Meridian, Skamania County, Washington, and being more particularly shown colored red on attached Exhibit "A" and by this reference made a part thereof.

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 bridge crossing purposes.

ALSO RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means, of electricity, voice data, video, digitized information, or other materials or information, including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said bridge crossing, and further reserving unto Grantor, its successors and assigns, all right and privilege of ingress and egress to said premises as Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards.

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 bridge crossing 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 bridge crossing 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 bridge crossing on said premises.

5. This instrument is granted according to the terms and conditions of that certain Construction and Maintenance Agreement between the Grantor and the Grantee dated May 26, 1992 and made subject to the terms and conditions contained therein.

6. The Grantee or its contractor(s) shall telephone Grantor's Communication Network Control Center at (800) 533-2891 (a 24 hour number) to determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or its contractor(s) will contact the Telecommunications Company(ies) involved, and make arrangements with the Telecommunications Company(ies) for protection of the fiber optic cable prior to beginning any work on the premises.

7. If at any time the use of the premises for the purposes herein should be abandoned or discontinued by the Grantee, the said easement over the herein described premises shall thereupon cease and determine and the Grantee shall surrender or cause to be surrendered to the Grantor or its successors and assigns, the peaceable possession of said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises.

8. 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.

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IN WITNESS WHEREOF, the said BURLINGTON NORTHERN RAILROAD COMPANY has caused this instrument to be signed by its authorized officers, and the corporate seal affixed on the 1st day of December, 1992.

ACCEPTED:

SKAMANIA COUNTY

BURLINGTON NORTHERN
RAILROAD COMPANY

BY Edward A. Wilkins
Title

BY D. P. Schneider
D. P. Schneider
Director, Title Services
& Field Support

BY Ken Masco
Title

BY E. Baumbach
Title

ATTEST:

APPROVED AS TO FORM:

AKL

Robert K. Lock
Sk. Co. Prosecutor

BY Victoria H. Vasquez
Victoria H. Vasquez
Assistant Secretary

FILED - RECORDS
CLERK

BY Robert Lock

Dec 15 10 30 AM '92

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CANTON TOWN

BN 10240 Home Valley, WA

NA
REAL ESTATE EXCISE TAX

DEC 14 1992

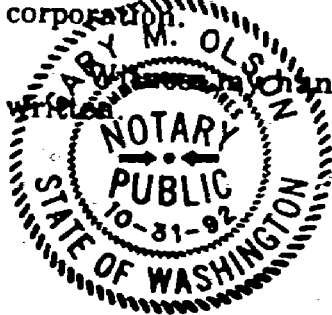
PAYED NA

SW
SKAMANIA COUNTY RECORDS

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

On this 12th day of October, 1992, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Edward A. McLarney, Kaye Masco and Ed Callahan, to me known to be the County Commissioners, and

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 on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



and and official seal hereto affixed the day and year first above

[Signature]
Notary Public in and for the State of Washington

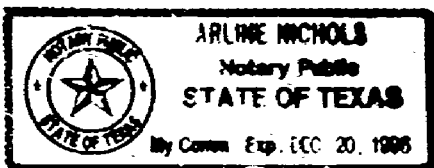
Residing at: North Bonneville, WA

My appointment expires: October 31, 1992

STATE OF TEXAS)
COUNTY OF TARRANT) ss.

On this 1st day of December, 1992, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared D. P. Schneider and Victoria H. Vasquez, to me known to be the Director, Title Services & Field Support, 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 on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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



[Signature]
Notary Public in and for the State of Texas

Residing at: Fort Worth, Texas

My appointment expires: December 20, 1996

BN 10240 Home Valley, WA

Jan 13 1907
Feb 1 1907
Mar 1 1907
Apr 1 1907
May 1 1907
Jun 1 1907
Jul 1 1907
Aug 1 1907
Sep 1 1907
Oct 1 1907
Nov 1 1907
Dec 1 1907

Q.C. Deed
B & S
B & S
Agreement
JOS. Robins
July 9, 1900
D.L.C.

Dec 28 1927

July 9. 1905
Feb. 1905
D.L.C.

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THE

BURLINGTON NORTHERN RAILROAD COMPANY

INDICATES EASEMENT AREA

CONTAINING 6,000 SQ. FT. +/-

STATE WASHINGTON

DATE SEPTEMBER 20, 1991

PACIFIC DIVISION

GRANTEE: SKAMANIA COUNTY

ESS 1365 + 03 (MP 59 + 4528, 59 86)