

SCR 18607
120747

EASEMENT

BOOK 146 PAGE 266

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 and in consideration of funds previously paid to the Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the UNITED STATES OF AMERICA, acting by and through the USDA Forest Service, Grantee, a perpetual and assignable easement for an existing public railroad crossing in accordance with the St. Cloud Ranch Public Railroad Crossing Agreement dated February 1, 1984 (hereinafter called the "Agreement"), which was assigned to The Trust For Public Land on January 27, 1988, and subsequently assigned to the United States of America, acting through the Forest Service, Department of Agriculture, on March 15, 1988, over, upon and across the following described premises, situated in County of Skamania, State of Washington, to-wit:

A 60-foot wide strip of land, being a portion of Burlington Northern Railroad Company's 100-foot wide mainline right of way situated in the SW1/4NE1/4 of Section 6, Township 1 North, Range 6 East, Willamette Meridian, County of Skamania, State of Washington; said 60-foot strip of land being 30 feet wide on each side of a line drawn perpendicular to said Railroad's main tract centerline and distant 330 feet northeasterly, as measured along said tract centerline, from the south line of said SW1/4NE1/4 of Section 6, in said Skamania County, as shown stippled on Exhibit "A" attached hereto and by this reference made a part hereof.

The tract herein described contains 0.14 acres, more or less.

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 public railroad 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 the Government's use of the premises for said public railroad crossing, and further reserving unto the Railroad, its successors and assigns, all right and privilege of ingress and egress to said premises as the Railroad, its successors and assigns may require to investigate and remediate environmental contamination and hazards.

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filed ☐
1994

Page 1 of 4

NA
REAL ESTATE EXCISE TAX

OCT 6 1994
PAID NA
SKAMANIA COUNTY TREASURER

Checked as to consideration, acreage, description and conditions. Dated
this 19th day of September, 1994.

By: Myrle M. Engle
Recorder

Glenda J. Kimmel, Skamania County Assessor

By: H. J. V. Perpetual # 1-6-6-200

10-6-94

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 public railroad crossing purposes.
4. This instrument is granted according to the terms and conditions of that certain St. Cloud Ranch Public Railroad Crossing Agreement dated February 1, 1984, which was assigned to The Trust For Public Land on January 27, 1988, and subsequently assigned to the United States of America, acting through the Forest Service, Department of Agriculture (USFS) on February 16, 1988, and accepted by the USFS on March 15, 1988, and made subject to the terms and conditions contained therein.
5. 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.
6. 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 the 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.

7. 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.

8. Grantee will receive and consider any claims which arise from personal injury or death, or damages to or destruction of property resulting partly or wholly, directly or indirectly, from exercise of any rights granted under this easement; PROVIDED, HOWEVER, That nothing herein shall bind or obligate the Government for any liability beyond that for which it would be liable under the Federal Tort Claims Act (28 U.S.C. 2671, et seq.).

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 said Grantor has caused this instrument to be signed by its Director, Title Services & Field Support, attested by its Assistant Secretary, and its corporate seal to be affixed on the 9th day of September, 1994.

BURLINGTON NORTHERN
RAILROAD COMPANY

UNITED STATES OF AMERICA

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

ATTEST:

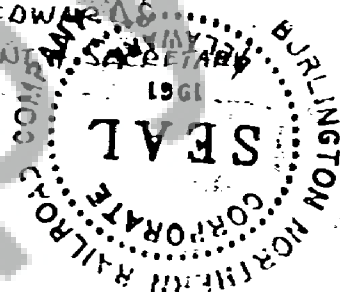
BY Beverly A. Edwards
~~Victoria H. Masquez~~
~~Assistant Secretary~~
BEVERLY A. EDWARDS
ASST. VICE PRESIDENT

ACCEPTED:
UNITED STATES OF AMERICA

Richard H. Hauer
Deputy
Director of Lands
Pacific Northwest Region
U.S. Department of Agriculture
Forest Service

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. III

OCT 6 12 46 PM '94
G. Olson
AUDITOR
GARY M. OLSON



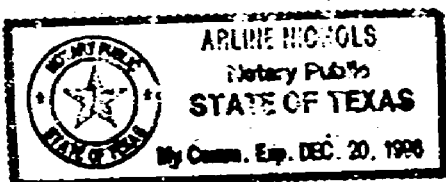
ACKNOWLEDGMENT

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STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 9th day of September, 1994, 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 BEVERLY A. EDWARDS known to be the Director, Title Services & Field Support, and Assistant VICE PRESIDENT 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.



Arline Nichols
Notary Public in and for the State of Texas
Residing at: Fort Worth, Texas
My appointment expires: 12/20/96

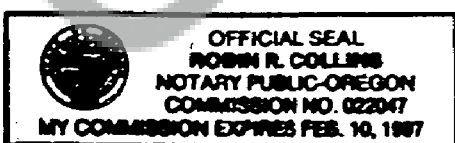
ACKNOWLEDGMENT

County of Multnomah)
) ss.
STATE OF OREGON)

On this 23rd day of September, 1994, before me, a Notary Public within and for said State, personally appeared Richard E. Grace, Director of Lands, Pacific Northwest Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say 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.

(SEAL)



Robin R. Collins
Notary Public for the State of Oregon
Residing at Portland
My Commission expires 2/10/97

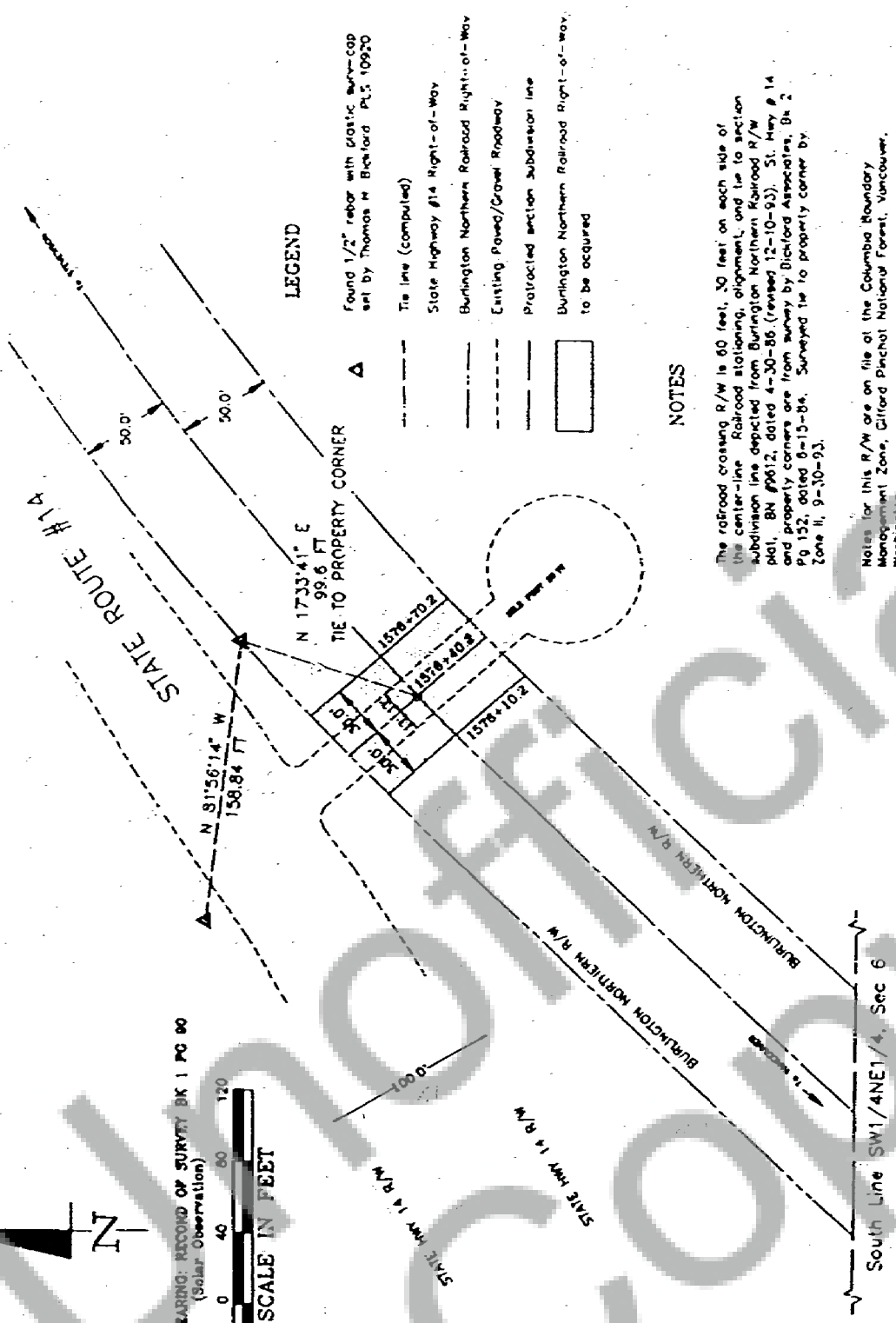
EXHIBIT A



BASIS OF BEARING: RECORD OF SURVEY BK 1 PG 80
(Solar Observation)



SCALE IN FEET



LEGEND

- Found 1/2" rebar with plastic survey cap set by Thomas M. Bickford PLS 10920
- Tie line (computer)
- State Highway #14 Right-of-Way
- Burlington Northern Railroad Right-of-Way
- Existing Paved/Gravel Roadway
- Proposed section subdivision line
- Burlington Northern Railroad Right-of-Way to be acquired

NOTES

The railroad crossing R/W is 60 feet, 30 feet on each side of the center-line. Railroad stationing, alignment, and tie to section subdivision line depicted from Burlington Northern Railroad R/W plat, BN #9612, dated 4-30-86 (revised 12-10-93). St. Hwy #14 and property corners are from survey by Bickford Associates, Bk 2 PG 132, dated 8-15-84. Surveyed tie to property corner by Zone II, 9-30-93.

Notes for this R/W are on file at the Columbia Boundary Management Zone, Clifton Pachol National Forest, Vancouver, Washington.

TOTAL RIGHT OF WAY ACREAGE TO BE ACQUIRED = 0.14 ACRES

<p>PROPERTY OWNER BURLINGTON NORTHERN RAILROAD</p>	<p>5460 RIGHT OF WAY ACQUISITION USDA FOREST SERVICE METHOD OF SURVEY: THEODOLITE/EDM DATE OF PLAT: APRIL 1994</p>	<p>ST CLOUD RAILROAD CROSSING SW1/4NE1/4, SEC 6, T1N, R6E, W.M. COLUMBIA RIVER CORGE NATIONAL SCENIC AREA SKAMANIA COUNTY, WASHINGTON</p>	<p>COLUMBIA BOUNDARY MANAGEMENT ZONE PACIFIC NORTHWEST REGION 6 P.O. BOX 8944 8028 E. 4TH PLAIN BLVD. P.O. VANCOUVER, WASHINGTON 98668</p> <p>DATE BY: <u>4/24</u> K. KELLER 9/75 DATE APPROVED BY: <u>4/24</u> <u>[Signature]</u> 9/75</p>
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