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After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

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

APR 3 2 51 PM '97
P. Laury
AUDITOR
GARY M. OLSON

Easement

Reference numbers of related documents:

Grantor(s)

1. The Burlington Northern and Sante Fe Railroad Company

Grantee(s)

1. State of Washington, Dept. of Transportation

Legal Description:

// Portion of NWSE and SWNE Section 34, Township 2 North, Range 6 East W.M.,
Skamania County

Additional legal description is on page 1 of document.

Assessor's Property Tax Parcel Account Number(s):

None

REAL ESTATE EXCISE TAX

N/A

APR -3 1997

PAID

N/A

Deputy

SKAMANIA COUNTY TREASURER

Supervised ☒
Indexed, Eir ☒
Advised ☒
Signed ☒
Filed ☒

Parcel No 4-06446

4-3-97 No Parcel #15

BOOK 164 PAGE 40

WHEN RECORDED MAIL TO:

Washington State
Department of Transportation
P. O. Box 47300
Olympia, Washington 98504-7300

RECORDED AT THE REQUEST OF:

Washington State
Department of Transportation
P. O. Box 47300
Olympia, Washington 98504-7300

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, whose address for purposes of this instrument is 2650 Lou Menk Drive, Fort. Worth, TX 76131, Grantor, for One Thousand Nine Hundred and No/100 dollar (\$1,900.00) to it paid by the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington subject to the terms and conditions hereinafter set forth, an EASEMENT for construction, operation and maintenance of highway slopes and drainage ditch in the vicinity of SKAMANIA (SR 14, Woodard Creek) near Railroad Mile Post 43, hereinafter called highway over, upon and across the following described premises, situated in Skamania County, State of Washington, to-wit:

All that portion of The Burlington Northern and Santa Fe Railway Company's 300.0 foot wide right of way located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, being more particularly described in Exhibit "A" attached hereto and made a part of this agreement.

Assessor's Property Tax Parcel Account/Number(s): None, Railroad Right of way

REAL ESTATE EXCISE TAX

APR -3 1997

PAID

SKAMANIA COUNTY TREASURER

4-3-97 No Parcel #15

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, pipelines, utility lines, track and facilities 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 highway, 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, and further reserving the right and privilege to use said land for any and all purposes not inconsistent with the use thereof for said highway 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 highway 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 highway 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 highway on said premises.

5. This instrument is granted according to the terms and conditions of that certain Letter of Agreement for Longitudinal Easement signed by the Grantee on February 27, 1997, and accepted by the Grantor on ~~February~~ MARCH 18, 1997, 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 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 purposes whatsoever, shall immediately cease 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.

8. Grantee, its successors and assigns, will protect, save and hold harmless the Grantor from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omission of the Grantee, its assigns, agents, contractors, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this document. The Grantee further agrees to defend the Grantor, its agents or employees in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced, thereof arising out of or in connection with acts or activities authorized by this document. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Grantor or its authorized agents or employees; Provided that if the claim or damages are caused by or result from the concurrent negligence of (a) the Grantor, its agents or employees and (b) the Grantee, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents or employees.

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9. 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.

10. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.

TO HAVE AND TO HOLD THE SAME, together with all the hereunto 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 THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY has caused this instrument to be signed by its authorized officer, and the corporate seal affixed on the 18th day of MARCH, 1997.

ACCEPTED:

STATE OF WASHINGTON
Department of Transportation

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY

By

Joseph P. Perry
Title 3/31/97

By

D. P. Schneider
D. P. Schneider
Director Real Estate



ATTEST:

By

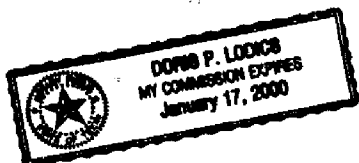
Margaret R. Aclin
Margaret R. Aclin
Assistant Secretary

BNSF 00146 Skamania, WA

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 18th day of MARCH, 1997, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared D. P. Schneider and Margaret R. Aclin, to me known to be the Director Real Estate, and Assistant Secretary, respectively, of The Burlington Northern and Santa Fe Railway 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.



Doris P. Lodges
Notary Public in and for the State of Texas
Residing at Fort Worth, Texas
My appointment expires: 1-17-2000

FORM APPROVE BY LAW:

APPROVED LEGAL	X
APPROVED FORM	BEN
APPROVED	BEN

BNSF 00146 Skamania, WA

EXHIBIT "A"

SR 14, Woodard Creek Road Vic.
Longitudinal Easement
Parcel No. 4-06416
January 30, 1997

All that portion of the 300 foot Burlington Northern and Santa Fe Railway Company's right of way in the NW 1/4 of the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 34, Township 2 North, Range 6 East W.M., Skamania County, lying within a tract described as beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 108+80.72 = RR 1741+41.8 (100' LT.) on the SR 14 Line Survey of SR 14, Woodard Creek Road Vic. and 24.87 feet southeasterly therefrom, said point being on said Railway Company's northwesterly right of way line; thence southeasterly to a point opposite HES 108+80.72 = RR 1741+41.8 (90' LT.) and 34.81 feet southeasterly therefrom; thence southeasterly to a point opposite HES 108+80.79 = RR 1741+41.8 (70' LT.) and 55.25 feet southeasterly therefrom; thence northeasterly to a point opposite HES 113+91.20 = RR 1746+41.8 (70' LT.) and 58.85 feet southeasterly therefrom; thence northwesterly to a point opposite HES 113+91.45 = RR 1746+41.8 (100' LT.) and 28.84 feet southeasterly therefrom, said point being on said Railway Company's northwesterly right of way line; thence southwesterly along said Railway Company's right of way to the point of beginning.

The lands herein described as a longitudinal easement contain 15,346 square feet, more or less, the specific details concerning all of which are to be found within those certain maps of definite location now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington, bearing date of approval December 2, 1996, revised January 10, 1997.