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ROOM 232 PAGE 485

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SKAMANIA CO. TITLE
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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

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Phary
AUDITOR
J. MICHAEL CARVISON

Document Title : Easement

Reference numbers of related documents: none

Grantor(s):

1. The Burlington Northern and Santa Fe Railway Company
- 2.
- 3.

REAL ESTATE EXCISE TAX
N/A

NOV 18 2002

PAID

N/A

by deputy

SKAMANIA COUNTY TREASURER

Grantee(s):

1. State of Washington
- 2.
- 3.

Legal Description: A portion of section 15, 19, and 20 T. 2 N. R. 7 E. W.M.

Additional legal description is on page 2 of document.

Assessor's Property Tax Parcel Account Number(s): None

11/18/02

9712190090

BOOK 232 PAGE 486

CLARK COUNTY TITLE

20

WHEN RECORDED MAIL TO:

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

FILED FOR RECORD
CLARK CO. WASH
DEC 19 AM 11:31
AUDITOR
ELIZABETH A. LUCE
Notary Public
O.S.

Document Title: Easement

Reference Number of Related Document: none

Grantor: The Burlington Northern and Santa Fe Railway Company

Grantee: State of Washington

Legal Description: A portion of Section 15, 19, and 20, T. 2 North, R. 7 East W. M.

Additional Legal Description is on Page 1 and Exhibit "A" of Document

Assessor's Tax Parcel Number: none

misc

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, Ft. Worth, TX 76131-2830, Grantor, for One Dollar (1.00) to it paid by 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, to the extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington, an EASEMENT to construct, maintain, replace, and remove State Highway SR 14, hereinafter called highway, over, upon and across the following described premises, situated in North Bonneville, Skamania County, State of Washington, to-wit:

All that portion of Burlington Northern and Santa Fe Railway Company's Fallbridge Subdivision branch line right of way located in Section 15, 19, and 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, being more particularly described in Exhibit "A", and shown on Exhibit "B", attached hereto and made a part of this agreement.

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 Agreement between the United States of America, Burlington Northern, Inc. and the Spokane, Portland and Seattle Railway Co., dated July 2, 1976, and made subject to the terms and conditions contained therein.
6. If during the construction or subsequent maintenance of said highway, soils or other materials containing hazardous substances are exposed, Grantee will remove and safely dispose of any soils or other materials containing hazardous substances as needed. Grantee shall indemnify, protect and defend the Grantor from any and all liability, claims or demands, if any, which arise as a result of exposure and/or removal of any hazardous substances. Determination of soils contamination and applicable disposal procedures thereof, will be made according to applicable regulations.
7. On condition that Grantee(s) on behalf of its Successor(s) and assigns, by acceptance hereof, covenants and agrees not to construct, without the prior written consent of Grantor, any additional structures on or within the easement herein granted, said consent shall not be unreasonably withheld.
8. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.
9. 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.
10. 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 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.

11. 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.
12. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.
13. 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.

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.

BOOK 232 PAGE 490

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 4th day of December, 1997.

ACCEPTED:

STATE OF WASHINGTON

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY

By: Joachi Padilla
Title 11/17/97
DIRECTOR, REAL ESTATE SERVICES

By: D. P. Schneider
D. P. Schneider
General Director Real Estate



ATTEST:

By: Margaret R. Aclin
Margaret R. Aclin Assistant Secretary

BN 349882

STATE OF WASHINGTON

County of *Thurston*)

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 17th day of November, 1997, before me personally appeared Joachim Pestinger, SR/WA, Director, Real Estate Services, for the State of Washington Department of Transportation, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

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

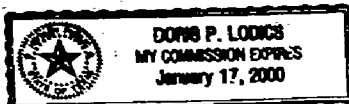


James L. Zabel
Notary Public in and for the State
of Washington,
Residing at Olympia
My Appointment expires 10/28/99

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 4th day of December, 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 General 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, Tx

My appointment expires:

1-17-2000

FORM APPROVED BY LAW

EXHIBIT "A"
 SR 14, North Bonneville Vicinity
 The Burlington Northern and Santa Fe Railway Easement
 Page 1 of 2 Pages

Tract 1 - Easement

All that portion of the Burlington Northern and Santa Fe Railway's (hereinafter referred to as BNSF) right of way in Sections 19 and 20, Township 2 North, Range 7 East, W.M., Skamania County, Washington, located in a tract described as beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) C₂ 1017+62.41=RR 19.47+15.22 on the C₂ Line Survey of SR 14, North Bonneville Vicinity and 60 feet Southwesterly therefrom, said point being on the Northerly right of way line of BNSF railway; thence Easterly along the BNSF right of way line to a point opposite HES C₂ 1020+03.56=RR 1949+82.64 and 60 feet Northeasterly therefrom; thence Southeasterly parallel with the C₂ Line Survey to a point opposite HES C₂ 1023+37.44=RR 1952+78.16, said point being on the Southerly BNSF right of way line; thence Westerly along said BNSF right of way line to a point opposite HES C₂ 1020+98.31=RR 1950+12.27, and 60 feet Southwesterly therefrom; thence Northwesterly parallel with the C₂ Line Survey to the point of beginning.

Tract 2 - Easement

All that portion of the Burlington Northern and Santa Fe Railway (hereinafter referred to as BNSF) right of way in Section 15, Township 2 North, Range 7 East W.M., Skamania County, Washington, located in a tract described as beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) L/A C₂ 1192+40.11=RR 2113+03.23 on the SR 14, North Bonneville Vicinity Line Survey and 35 feet Northwesterly therefrom, said point being on Southerly right of way line of the BNSF railway; thence Northeasterly parallel with the SR 14

EXHIBIT "A"
Page 2 of 2 Pages

Line Survey to a point opposite HES L/A C₂ 1195+20.74=RR 2115+41.95 on the Northerly BNSF right of way line; thence Easterly on a curve to the left with a radius of 5654.65 feet along the Northerly BNSF right of way line to a point opposite HES L/A C₂ 1196+65.95=RR 2117+05.04 and 35 feet Southeasterly therefrom; thence Southwesterly parallel with the C₂ Line Survey to a point opposite HES L/A C₂ 1193+48.20=RR 2114+30.34, said point being on the Southerly BNSF right of way line; thence westerly on a curve to the right with a radius of 5804.64 feet on said railway right of way line to the point of beginning.

Also, the grantors herein convey and grant to the State of Washington all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between SR 14, North Bonneville Vicinity and the remainder of the BNSF right of way.

EXCEPT, that the State agrees to permit the construction on its right of way of one OFF and ON APPROACH in legal manner to the remainder of said BNSF right of way for use only for railroad maintenance at a width to be agreed upon at HES C₂ 1206+15 RT., and to which OFF and ON APPROACH ONLY, the grantors, their heirs successors or assigns reserve a right of reasonable access for that purpose only.

It is understood and agreed that from HES C₂ 1192+40 to HES C₂ 1196+70 and from HES C₂ 1017+61.97 to C₂ 1023+37.16, no access is permitted between the railway right of way and the traveled highway lanes.

The specific details of the lands herein described are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, Washington and bearing date of approval June 19, 1987.

