

## SKAMANIA COUNTY, WASHINGTON

463

YAKIMA BINDERY &amp; PTO. CO. 155234

#27600

S. P. &amp; S. Ry. Co. to State of Wash.

Spokane, Portland and Seattle Railway Company, a corporation, hereinafter called the "Railway Company", in consideration of the covenants and agreements herein contained to be kept and performed by State of Washington, Department of Highways hereinafter called the "Licensee," does hereby permit the Licensee to construct, install or place and to maintain and use the following (hereinafter referred to as "said improvements"), to-wit:

A 1-inch galvanized iron water pipe line, to be laid across the right of way and under the tracks of the Railway Company at a point designated as railway Engineer's Station 801+02, in Lot 1 of Section 28, Township 3 North, Range 10 East, Willamette Meridian, near Hood, Washington -- as shown by red line on white print map hereto attached and made a part hereof.

Said pipe to be encased in a pipe of larger diameter where it passes through the roadbed of the Railway Company, and to be laid at least three feet under the bottom of ties in said tracks; and to be provided with a shut-off valve on the intake end, near the Railway Company's north right of way line.

During the period when Licensee is engaged in placing said pipe through the Railway Company's roadbed, a representative of the Railway Company will be stationed at the work to supervise the Railway Company's interest, and the Licensee agrees to assume and reimburse the Railway Company for the time and expenses of said representative.

This permit is granted upon the following conditions:

1. All work of constructing and maintaining said improvements shall be done, by and at the expense of the Licensee, in a manner satisfactory to the Railway Company or its duly authorized representative, and so that it will not interfere with the use by the Railway Company of its tracks, right of way or other property, and so as to conform with all state and municipal laws and the rules and regulations of the Public Service Commission or other regulatory body of the state having jurisdiction thereover.

2. If the Railway Company shall at any time find it necessary or convenient to make any change in its grade, alignment, tracks or other property, the Licensee shall, upon notice, make such changes in the location or construction, or both, of said improvements as may, in the opinion of the Superintendent of the Railway Company, be necessary to conform to the changes made or to be made by the Railway Company, such changes in the location or construction of said improvements to be made without cost or expense to the Railway Company and to the satisfaction of the Superintendent of the Railway Company.

3. The Licensee hereby assumes all risk of injury to persons or damage to property in any manner resulting from the construction, maintenance, use or removal of said improvements, and hereby agrees to indemnify and save harmless the Railway Company from any and all loss, cost, damage or expense caused by or resulting from any such injury to persons or damage to property.

4. This permit may be terminated by either party at any time on thirty days' notice in writing, such notice to be sufficient if deposited in the United States post office by the Railway Company and addressed to the Licensee at Olympia, Washington, or if deposited in the United States post office by the Licensee and addressed to the Railway Company at Portland, Oregon, and thirty days from the mailing thereof all rights herein granted shall terminate and cease, and the Licensee shall remove said improvements from the property of the Railway Company without cost or charge to the Railway Company; Provided, However, that if the Licensee shall fail to perform any and all agreements herein contained the Railway Company may immediately terminate this permit, and upon termination of this permit, as in either case above provided, the Licensee shall restore the right of way, tracks or other property of the Railway Company to their former condition, and to the satisfaction of the superintendent of the Railway Company.

5. In the event that the Licensee shall fail or refuse to perform any of the work to be performed hereunder by said Licensee, then the Railway Company may perform such work