

DEED RECORD 27

SKAMANIA COUNTY, WASHINGTON

(Notarial seal affixed)

David Talbot
Notary Public for the State of
Washington, residing at Van-
couver, therein.

Filed for record May 4, 1938 at 1-10 p.m. by Raymond C. Sly.

Mabel J. Ruse
Skamania Co. Clerk-Auditor.

#25606

S. P. & S. Ry. Co. to State of Washington

KNOW ALL MEN BY THESE PRESENTS, That SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Washington, herein called the "Railway Company," in consideration of the sum of one dollar (\$1.00) and other valuable considerations hereinafter mentioned, to it paid by the STATE OF WASHINGTON, herein called the "State", has given and granted, subject to the understandings and conditions hereinafter set forth, and does by these presents give and grant unto the State of Washington, subject to said understandings and conditions, the right and easement to construct and maintain a highway, known as State Road No. 8, over and upon the following described premises, to-wit:

All that part of the Spokane, Portland and Seattle Railway Company's right of way in the East half of Section 11, the Southeast quarter of Section 2, the West half and the Northeast quarter of Section 1, all in Township 2 North, of Range 7 East, of the willamette Meridian, Skamania County, Washington, lying westerly and northwesterly of a line described as follows:

Beginning at a point in the westerly right of way line of the Railway Company in the Southeast quarter of said Section 11, which point is 100 feet westerly from, when measured at right angles to, the center line of said Railway Company's main line track at Railway Engineer's Station 98+30; thence northeasterly in a straight line to a point which is 30 feet westerly from, when measured at right angles to, the center line of said Railway Company's main line track at Railway Engineer's Station 96+25.0 (said latter point also being 70 feet easterly from when measured at right angles to the center line of highway as now staked at Highway Engineer's Station 47+83.0); thence northwesterly, northerly and northeasterly on the arc of a curve to the right, said curve having a radius of 2894.93 feet a distance of 3178.64 feet to a point which is 30 feet northwesterly from when measured at right angles to the center line of said Railway Company's main line track at Railway Engineer's Station 64+79.3; thence continuing northeasterly parallel with said center line of main line track a distance of 168.5 feet more or less to a point which is 30 feet northwesterly from when measured at right angles to, the center line of said Railway Company's main line tract at Railway Engineer's Station 63+11.3; thence continuing northeasterly parallel with said center line of main line tract a distance of 4881.3 feet to a point that is 30 feet northwesterly from when measured at right angles to, the center line of said Railway Company's main line tract at Railway Engineer's Station 14+30.0; thence northeasterly in a straight line to a point in the northwesterly right of way line of said Railway Company, which point is 100 feet northwesterly from when measured at right angles to the center line of said Railway Company's main line track at Railway Engineer's Station 11+91.1, all as shown on accompanying print marked Exhibit "A".

Upon completion of work all equipment and outfit, surplus and refuse material, will be promptly removed from Railway Company property and said property will be left in orderly condition to the satisfaction of the Superintendent of the Railway Company.

The right and easement hereby granted is and shall be subject to all the understandings and conditions set forth below, and in the event of a breach of said understandings and conditions, or any thereof, the right and easement hereby granted shall, at the option of the Railway Company, cease and determine. The State, by the acceptance of this instrument and by entering upon the property hereinbefore described for the purpose of construction and maintenance of said highway, shall thereby become bound and obligated to perform all of said understandings and conditions. The understandings and conditions above referred to are as follows:

1. During the period of construction the State Highway Department shall cause the contractor or contractors to deposit a good and sufficient bond or bonds, with surety satisfactory to the Railway Company, in an amount of not less than \$10,000, to indemnify and save harmless said Railway Company and the State of and from all loss and damage of and to its tracks, roadbed, trains and other property by reason of the construction of said highway, and from all claims and demands of every nature whatsoever on account of loss,