

DEED RECORD 27

SKAMANIA COUNTY, WASHINGTON

of the Railway Company than fifteen (15) feet measured at right angles from the center line of the track of the Railway Company.

6. The State, by the construction and maintenance of said highway, shall not interrupt or disturb the cross or parallel drainage upon any property of the Railway Company without the consent of the Railway Company. The State, at its own sole cost and expense, shall make all necessary changes in drainage conditions, including the providing and placing of any new culverts across the right of way and through the roadbed of the Railway Company as may be made necessary by reason of changed conditions resulting from the construction of the highway. It is understood and agreed that in placing its roadbed adjacent to the Railway Company's embankment there shall be no disturbance of existing slopes in providing side ditches.

7. Inasmuch as the blasting, excavation, filling and grading proposed to be done by the State will involve the possibility of serious damage to the property of the Railway Company, all work upon or in proximity to the premises of the Railway Company shall be carried on to the end that the operations of the Railway Company shall be interfered with as little as possible.

8. During the progress of the work proposed to be done by the State the Railway Company shall be entitled to provide track watchmen for each twenty-four hour period during the progress of said work, in order to guard against any subsidence of the track or right of way or other injury which may damage the Railway Company's train operations. The cost and expense of placing and maintaining such watchmen shall be paid in the first instance by the Railway Company, and the State, upon rendition of proper bills, shall reimburse the Railway Company for such cost and expense. The State, at its own expense, shall immediately remove rock, slide material, debris and other material which may come upon the premises of the Railway Company by reason of blasting operations of the highway contractor, excavation or other construction work when same would interfere with the free movements of trains or other railway equipment over the Railway Company's track, provided, however, that if the Railway Company, by its own employees, shall do the work of such removal, or any part of it, the State shall reimburse the Railway Company for its entire expense account of such removal.

9. In order to facilitate the reception and transmission of reports and of train movements to the contractor and/or representatives of the State, the Railway Company may install a temporary telephone booth, if deemed necessary, at convenient locations along the work at the sole expense of the State. And the State shall reimburse the railway company for the cost of temporary pole lines and/or of temporary cabling of the Railway Company's telephone wires, together with all costs incidental to the final location of such telephone lines.

10. Inasmuch as the filling and grading work proposed to be done by the State may involve the possibility of complete blocking of the Railway Company's track or tracks by material coming thereon and of embankment slides and settlement making track unsafe for train operations, the State hereby agrees, upon rendition of bills therefor, to reimburse the Railway Company for all costs and expenses incidental to the detouring of trains on and over tracks of other railroads while the Railway Company's track is being cleared or put in a safe condition, and also for all time lost and all expenses incidental to delay of the Railway Company's trains pending removal of material from the Railway Company's track or the making of the Railway Company's track safe for movements of trains thereon.

11. Notwithstanding anything herein contained, it is an express condition of this grant that no act of the Railway Company in supervising or approving any work hereunder