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DEED RECORD 31
SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-176359

me to be the identical persons named in and who executed the foregoing instrument, and they did acknowledge to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I Have hereunto set my hand and official seal the day and date in this certificate first above written.

(Notarial Seal Affixed)

Wm. C. Burton
Notary Public in and for the State
of California, residing at Santa
Barbara therein

\$0.55 USIR, marked 1-29-47 RRW" and \$0.50 State Stamps, marked "1-29-47 RRW" Affixed.

Filed for record January 27, 1947 at 10-30 a.m. by Lee M. Miller

John C. Burdette
Skamania County Auditor

#36265

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

Permit

THIS AGREEMENT Made this 10th day of December, 1946, by and between SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a corporation, hereinafter called the "Railway Company", and THE STATE OF WASHINGTON, acting by and through its Director of Highways, hereinafter called the "Licensee",

W I T N E S S E T H:

1. The Railway Company does hereby license and permit the Licensee to remove loose rock from the following described property for the Licensee's use in highway maintenance and construction:

All that portion of Lot 4, Section 35, Township 3 North, Range 8 East of Willamette Meridian, Skamania County, Washington, lying northerly from a line 100 feet northerly from and parallel with the center line of the main track of the Spokane, Portland and Seattle Railway Company as same is now constructed over and across said Lot 4, excepting therefrom that certain strip of right of way, 60 feet in width, granted to Skamania County by Decree of Appropriation of the Superior Court of the State of Washington for the County of Skamania, said decree being dated September 28, 1916, the particular land from which the said loose rock is to be removed being indicated in red outline on the exhibit print attached hereto and made a part hereof.

2. This permit and license is granted upon the following conditions and agreements which the Licensee covenants and agrees to keep, observe and perform:

- (a) This license shall extend for a term of five years from the date hereof.
- (b) It is understood and agreed that the Railway Company, its successors and assigns, may at any and all times during the term hereof enter upon the above described premises for the purpose of removing rock and for any other purpose.
- (c) The Licensee understands that there are existing power lines upon the said premises and the Licensee agrees that it will conduct its operations hereunder in a manner which will not cause damage to any power line now existing or hereafter placed upon said premises.
- (d) Licensee shall reimburse the Railway Company for all costs and expenses which the Railway Company may incur in connection with the Licensee's operations hereunder.
- (e) The Licensee agrees to pay the Railway Company, for all loose rock removed from the said premises, two cents (2 ¢) per cubic yard. Measurement of such yardage shall be in accordance with such procedure as may be determined or approved by the chief engineer of the Railway Company. At six months' intervals during the term hereof the Licensee shall pay the Railway Company for all rock removed hereunder during the preceding six months. Such payments shall be made on or before 30 days following the termination of the six months' int-