

65941

**SPokane, Portland and Seattle Railway Company** is a corporation; hereinafter called the "Railway Company," in consideration of the covenants and agreements herein contained to be kept and performed by 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 pipeline, 200 or 250 feet long, placed upon Railway Company property in Section 28, Township 3 North, Range 3 East of Willamette Meridian of Canon, Shumway County, Washington. Said pipeline shall be placed through Railway Company culvert No. 37.76 where it crosses under main track of the Railway Company and location of said pipeline being more particularly indicated in red on map hereto attached and made a part hereof.

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 Chief Engineer 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 Chief Engineer of the Railway Company.

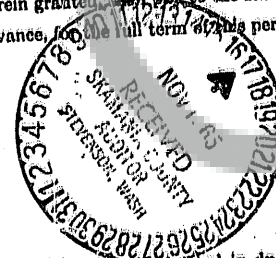
3. The Licensee hereby assumes all risk of injury to persons or damage to property in any manner resulting from the construction, maintenance, use or removal of said improvements, and hereby agrees to indemnify and save harmless the Railway Company from any and all loss, cost, damage or expense caused 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 3509 "T" Street, Vancouver, 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 and the cost thereof shall be promptly paid to the Railway Company by the Licensee.

6. It is understood that the rights herein granted are personal to the Licensee and shall not be assigned or transferred without the written consent of the Railway Company first obtained.

7. The Licensee, for the privilege herein granted, shall pay to the Railway Company the sum of **TWENTY FIVE & NO/100** Dollars, (\$ **25.00** ), payable in advance, for the full term of this permit.



IN WITNESS WHEREOF, this permit has been executed in duplicate by the parties hereto this 17th day of

**SPokane, Portland and Seattle Railway Company**

By: *H. P. Smith*  
Right of Way or Tax Agent.

*G. S. Todd*  
Licensee

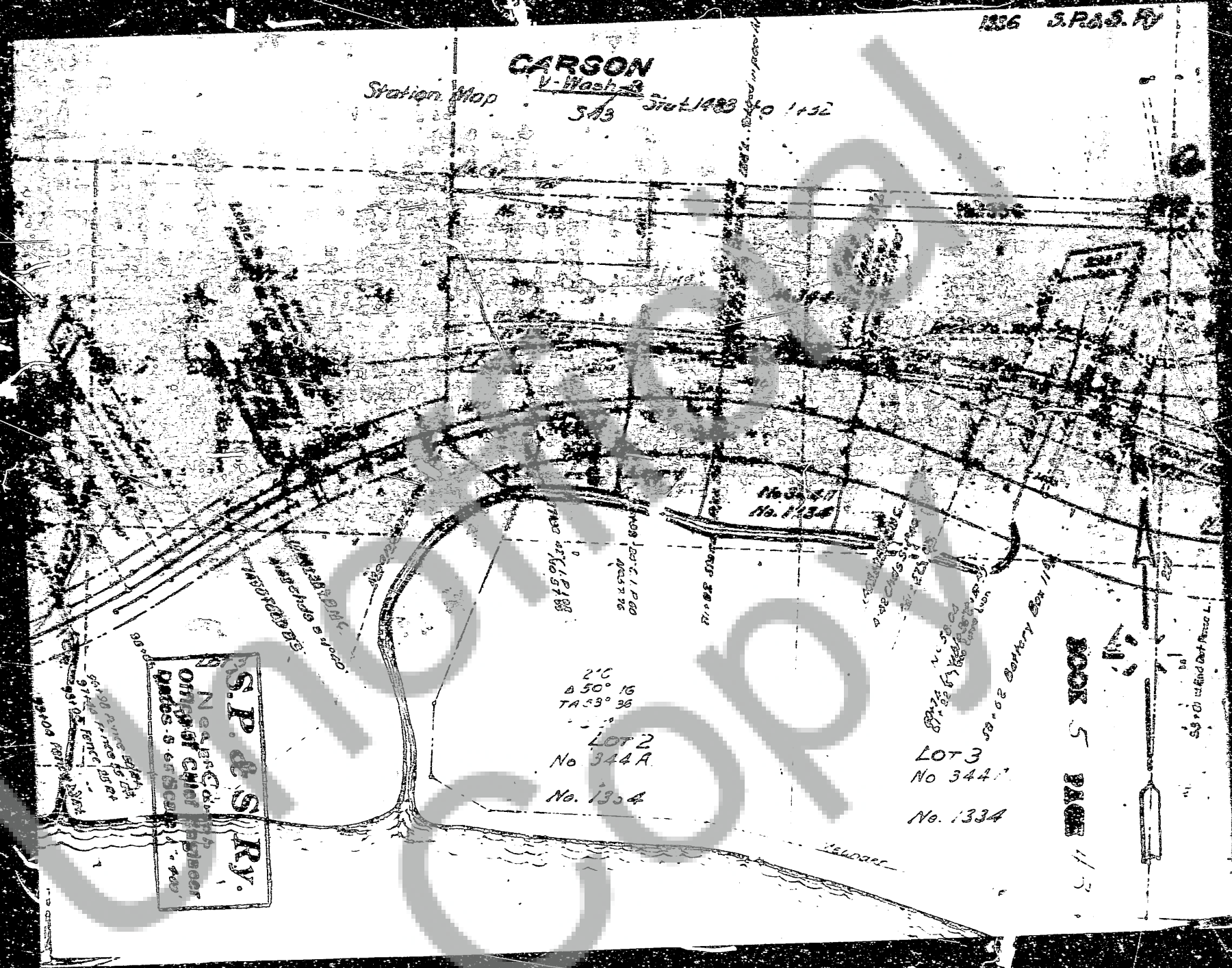


1836 S.P.A.S. Ry

CARSON

Station Map

V-Wash-3  
543  
Site 1483 to 1452



S.P. & S. Ry.  
NEAR CARSON  
OFFICE OF CHIEF ENGINEER  
plates 5 to 600

21° C  
Δ 50° 16  
TA 53° 36

LOT 2  
No. 344A  
No. 1334

LOT 3  
No. 344A  
No. 1334

BOOK 5  
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