

"Said Railway Company agrees to build a wagon road grade crossing for the use of grantors over the track at some practicable place at or near the point where the old county road crosses said tract of land. The grantor reserves the right to transport stone across said premises near the eastern boundary thereof in such manner and so long as same shall not interfere with the use of same for railroad purposes"

It is the intention of the Shipherd Company by this release to completely exonerate the Spokane Company from the performance of said agreements, and the Shipherd Company by this release binds itself, its successors and assigns. Provided, <sup>however,</sup> and it is understood and agreed, that the Shipherd Company may construct an overhead crossing at a point which shall be designated by it and which shall be satisfactory to the chief engineer of the Spokane Company. Said overhead crossing shall be constructed at the sole cost and expense of the Shipherd Company and in accordance with plans and specifications first approved by the chief engineer of the Spokane Company, and may be built by the Shipherd Company, or by the Spokane Company, at the cost and expense of the Shipherd Company, in accordance with the decision of the chief engineer of the Spokane Company; and said overhead crossing shall at all times be maintained at the cost of the Shipherd Company to the satisfaction of the Spokane Company. The perpendicular clearance of said overhead crossing shall be at least twenty-two (22) feet from the top of the rail to the lowest member of the superstructure, with such horizontal clearance as shall be prescribed by the chief engineer of the Spokane Company.

As further consideration for the said sum of five hundred dollars (\$500.00) paid by the Spokane Company, the Shipherd Company for itself, its successors and assigns, hereby releases the Spokane Company, its successors and assigns, from all duty or obligation to construct any other crossing or crossings of any different character than the one herein mentioned at any different point on the lands described in said book "I" of Deeds, page 491, Records of Skamania County, Washington, than as herein designated.

As further consideration for the said sum of five hundred dollars (\$500.00) paid by the Spokane Company, the Shipherd Company does hereby release and discharge the Spokane Company from any and all claims of damages, cost, charge, expense, cause or causes of action arising or growing out of the dumping or wasting of rock, earth or other material by the Spokane Company upon any of the lands or premises of the Shipherd Company which lie adjacent to the right of way of the Spokane Company.

IN WITNESS WHEREOF, the Shipherd Land, Light and Power Company, a corporation, pursuant to a resolution of its board of trustees, has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be affixed this 3rd day of Aug. 1914.

Executed in the presence of  
us as witnesses:

F.M.Hurd

(Corporate Seal)

Geo.E.Frost Sr.

State of Oregon

County of Multnomah } ss.

SHIPHERD LAND, LIGHT AND POWER COMPANY

By E.L.Shipherd

President.

Attest: C.P.Miller

Secretary.

On this 3rd day of August, 1914 before me personally appeared E.L. Shipherd to me known to be the president of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Geo.E.Frost Sr.  
Notary Public for Oregon, residing at  
Portland.

Filed for record by J.C.Daries on August 12, 1914 at 10:30 A.M.

*H. Swisher*  
Co. Auditor.