

DEED RECORD V

SKAMANIA COUNTY, WASHINGTON

(NOTARIAL)
(SEAL)

W. G. BORN

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON RESIDING AT CENTRALIA.

FILED FOR RECORD AUGUST 12, 1926, AT 11-30 O'CLOCK A.M. BY FRED STOWE

W. G. Born

COUNTY AUDITOR

BY *E. G. Mitchell* DEPUTY

SPOKANE, PORTLAND & SEATTLE RY. CO. TO STATE OF WASHINGTON

AGREEMENT, BETWEEN SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY HEREINAFTER CALLED THE "RAILWAY COMPANY," AND THE HIGHWAY COMMISSION, STATE OF WASHINGTON HEREINAFTER CALLED THE "INDUSTRY."

WHEREAS, THE INDUSTRY DESIRES THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A TRACK TO BE LOCATED AT WIND MOUNTAIN GRAVEL PIT, SHOWN ^{COLORED} IN RED, BETWEEN THE LETTERS "A" AND "C" AND "D" AND "E" ON THE PLAN HERETO ATTACHED AND MADE A PART HEREOF, MARKED "EXHIBIT "A" THE RAILROAD COMPANY AGREES TO CONSTRUCT, MAINTAIN AND OPERATE SAID TRACK ON THE FOLLOWING TERMS AND CONDITIONS.

SECTION 1. THE RAILWAY COMPANY NOW OWNS THE EXISTING TRACK SHOWN COLORED IN WHITE BETWEEN THE LETTERS "C" AND "D".

THE INDUSTRY SHALL FIRST PROCURE AND FURNISH WITHOUT EXPENSE TO THE RAILWAY COMPANY ALL NECESSARY RIGHT OF WAY, INCLUDING ALL NECESSARY PUBLIC AUTHORITY AND PERMISSION FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF THE TRACK.

SECTION 2. THE INDUSTRY SHALL BEAR AND PAY THE ENTIRE COST AND EXPENSE OF THE CONSTRUCTION OF THE ADDITIONAL TRACKAGE SHOWN COLORED IN RED BETWEEN THE LETTERS "A" AND "C" AND "D" AND "E".

THE INDUSTRY SHALL BEAR AND PAY THE ENTIRE COST AND EXPENSE OF THE MAINTENANCE OF THE PORTION OF THE TRACK LYING BEYOND THE CLEARANCE POINT SHOWN BETWEEN THE LETTERS "B" AND "E".

THE RAILWAY COMPANY SHALL MAINTAIN AT ITS OWN EXPENSE THAT PORTION OF THE TRACK, CONNECTING WITH ITS EXISTING TRACK BETWEEN THE SWITCH POINT AND THE CLEARANCE POINT, A DISTANCE OF 154 FEET, BETWEEN THE LETTERS "A" AND "B".

THE INDUSTRY SHALL PAY ^{FOR} ALL PRESENT AND FUTURE CHANGES IN, OR ADDITIONS TO, THE RAILWAY COMPANY'S LINE, OR CONSTRUCTION MADE NECESSARY BY THE INSTALLATION, MAINTENANCE AND OPERATION OF THE TRACK.

SECTION 3. THE INDUSTRY SHALL, BEFORE ANY CONSTRUCTION IS BEGUN, DEPOSIT WITH THE RAILWAY COMPANY THE SUM OF ELEVEN HUNDRED TWENTY-FIVE DOLLARS (\$1125.00), THE ESTIMATED COST OF CONSTRUCTING THE PORTION OF THE TRACK TO BE PAID FOR BY THE INDUSTRY. IF THE ACTUAL COST SHALL PROVE MORE OR LESS THAN SUCH ESTIMATED COST THE DIFFERENCE SHALL BE PROMPTLY PAID BY THE INDUSTRY, OR REFUNDED BY THE RAILWAY COMPANY, AS THE CASE MAY BE.

THE INDUSTRY SHALL PAY TO THE RAILWAY COMPANY FROM TIME TO TIME THE COST OF THE MAINTENANCE, ADDITIONS AND BETTERMENTS, DONE BY THE RAILWAY COMPANY, HEREIN AGREED TO BE BORNE BY THE INDUSTRY, WITHIN TWENTY DAYS AFTER BILLS ARE RENDERED THEREFOR.

SHOULD THE INDUSTRY DO ANY WORK OF CONSTRUCTION, MAINTENANCE, OR OF ADDITIONS AND BETTERMENTS, IT SHALL DO SUCH WORK IN SUBSTANTIAL AND WORKMANLIKE MANNER, AND IN ACCORDANCE WITH THE RAILWAY COMPANY'S STANDARDS. IF THE INDUSTRY FAILS TO PROMPTLY MAINTAIN THE TRACK OR TO PAY THE BILLS THEREFOR, WITHIN THE PRESCRIBED TIME, THE RAILWAY COMPANY MAY DISCONNECT THE TRACK, OR REFUSE TO OPERATE OVER IT.