

JOHNSON-COX COMPANY, PRINTERS, TACOMA, — 25814

PLUS SECTION 4. "Cost" FOR THE PURPOSE OF THIS AGREEMENT SHALL BE ALL ASSIGNABLE COSTS, PLUS 10% TO COVER ELEMENTS OF EXPENSE NOT CAPABLE OF EXACT ASCERTAINMENT. MATERIAL TO BE CHARGED AT ITS CURRENT VALUE WHERE USED.

SECTION 5. THE RAILWAY COMPANY SHALL HAVE THE RIGHT TO USE THE TRACK WHEN NOT TO THE DETRIMENT OF THE INDUSTRY.

SECTION 6. THE INDUSTRY SHALL NOT PLACE OR PERMIT TO BE PLACED, OR TO REMAIN, ANY MATERIAL, STRUCTURE, POLE OR OTHER OBSTRUCTION THAT DOES NOT CONFORM TO STANDARD CLEARANCE DIAGRAM AS PRINTED ON THE FORM HERETO ATTACHED AND MADE A PART HEREOF MARKED "EXHIBIT B".

SECTION 7. THE INDUSTRY SHALL PAY ALL COMPENSATION AND ASSESSMENTS REQUIRED AT ANY TIME BY ANY MUNICIPALITY, PUBLIC AUTHORITY, CORPORATION OR PERSON FOR THE PRIVILEGE OF CONSTRUCTING, MAINTAINING AND OPERATING SAID TRACK.

SECTION 8. THE INDUSTRY SHALL INDEMNIFY AND SAVE HARMLESS THE RAILWAY COMPANY FROM ALL LIABILITY FOR DAMAGE TO PROPERTY ON THE PREMISES OF THE INDUSTRY, FROM FIRE CAUSED BY THE CONSTRUCTION, MAINTENANCE OR OPERATION OF SAID TRACK, FOR SERVING THE INDUSTRY, WHETHER SUCH FIRE OCCURS BY REASON OF NEGLIGENCE OF THE RAILWAY COMPANY OR OTHERWISE.

THE INDUSTRY SHALL INDEMNIFY AND SAVE HARMLESS THE RAILWAY COMPANY FROM ALL LIABILITY FOR LOSS, DAMAGE OR INJURY TO PROPERTY, AND FROM ALL LIABILITY FOR INJURY TO, OR DEATH OF PERSONS, INCLUDING ALL EXPENSES INCIDENT THERETO, WHEN SUCH LOSS, DAMAGE, INJURY OR DEATH IS CAUSED BY, OR GROWS OUT OF, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE OR OPERATION OF SAID TRACK FOR SERVING SAID INDUSTRY, AND SUCH LOSS, DAMAGE, INJURY OR DEATH IS CONTRIBUTED TO OR CAUSED BY THE NEGLIGENCE OF THE INDUSTRY, ITS OFFICERS, AGENTS OR SERVANTS.

SECTION 9. THE RAILWAY COMPANY SHALL HAVE THE RIGHT TO TAKE UP AND REMOVE SO MUCH OF SAID TRACK AS IS WITHIN ITS RIGHT OF WAY IF THE INDUSTRY SHALL CEASE TO USE IT.

SECTION 10. THE INDUSTRY SHALL NOT ASSIGN THIS AGREEMENT OR ANY INTEREST THEREIN WITHOUT THE WRITTEN CONSENT OF THE RAILWAY COMPANY, AND FOR ANY DEPARTURE IN THIS RESPECT THE RAILWAY COMPANY MAY TERMINATE THIS AGREEMENT.

SECTION 11. THE RAILWAY COMPANY SHALL OWN ALL OF THE TRACK LYING UPON ITS RIGHT OF WAY, SHOWN BETWEEN THE LETTERS "A" AND "E" ON "EXHIBIT A".

DATED JULY 20, 1926.

{ CORPORATE
SEAL }

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

BY W. F. TURNER
PRESIDENT

ATTEST: ROBT. CROSBIE
SECRETARY

J. W. HOOVER
STATE HIGHWAY ENGINEER

ATTEST: GEO T. MCCOY
ASSISTANT STATE HIGHWAY ENGINEER

FILED FOR RECORD AUGUST 12, 1926, AT 11-30 O'CLOCK A.M. BY STATE HIGHWAY DEPARTMENT

Neil G. Mitchell
COUNTY AUDITOR
BY Eddy P. Mitchell
DEPUTY