

14488

SPOKANE PORTLAND & SEATTLE RY. Co to STATE OF WASH.

KNOW ALL MEN BY THESE PRESENTS, that Spokane, Portland and Seattle Railway Company, a corporation organized and existing under the laws of the state of Washington, herein called the "Railway Company", in consideration of the sum of thirty-eight dollars (\$38.00) paid by the State of Washington, herein called the "State", has given and granted and does by these presents and subject to the conditions hereinafter set forth, give and grant unto the State of Washington the right and easement to construct and maintain a highway upon and over the premises hereinafter described to-wit:

A strip of land 130 feet wide across the Railway Company's property in the northwest quarter of the northeast quarter of Section 35, Township 2 North Range 6 East of the Willamette Meridian, Skamania County, Washington, said strip of land to be 60 feet wide on the northwesterly side and 70 feet wide on the southeasterly side of the center line of State Road No. 8, which center line is more particularly described as follows:

Beginning at a point on the north and south center line of said Section 35, at State Highway engineer's station 446.7 and 170.3 feet north of the center line of the Railway Company's main track at said Railway Company's engineer's station 1792+63.7 said point being also 978.8 feet south of the north quarter corner of said Section; thence north 75° 45' East a distance of 53.9 feet; thence on a curve to the left having a radius of 764.0 feet a distance of 600.9 feet thence north 30° 41' east a distance of 176.3 feet; thence on a curve to the right having a radius of 955.0 feet a distance of 746.4 feet; thence north 75° 28' east a distance of 77.6 feet to a point on the north line of said Section 35, which point is 1263.4 feet east of the north quarter corner of said Section 35; containing an area of 0.95 of an acre, more or less.

The Right and easement hereby granted is and shall be subject to the conditions set forth below and in the event of a breach of said conditions or any thereof, the right and easement hereby granted shall, at the option of the Railway Company, cease and determine. The conditions above referred to are as follows:

1. That in performing any work of construction on the premises above described and in maintaining the highway to be constructed on said premises, the State shall carry on all such work in a manner approved by the Chief Engineer of the Railway Company, and shall and will whenever requested by the Chief Engineer of the Railway Company provide at its sole expense such flagmen, patrolmen and watchmen as may be required by said Chief Engineer, and shall and will at its sole expense provide and furnish such means of protection for the property of the Railway Company and its appurtenances as such Chief Engineer may require, so that the safe and uninterrupted operation of the railroad and trains of the Railway Company may be at all times maintained, and shall save and hold harmless the Railway Company of and from all cost and expense that shall be incurred by it on account of the construction or maintenance of said highway.

2. That the State shall indemnify and save harmless the Railway Company of and from all loss or damage of and to its tracks, roadbed and trains by reason of the construction or maintenance of said highway and from all claims and demands of every nature whatsoever on account of loss, damage or injury to property or persons caused or occasioned in whole or in part by reason of the construction, maintenance or use of said highway.

3. That the State shall at its sole expense whenever requested by the Chief Engineer of the Railway Company install fences approved by said Chief Engineer at such points along the right of way above described as said Chief Engineer shall prescribe, which fences shall become the property of the Railway Company.

The State further covenants and agrees to do and perform all of the acts and things above described as conditions of the grant hereby made.

In Witness Whereof, Spokane, Portland and Seattle Railway Company has caused this instrument to be executed by its officers duly authorized and its corporate seal to be affixed this 30th day of September, 1927.

(Corporate)
(seal)

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY
By W. F. Turner, President
Attest Robt. Crosbie, Secretary