

## DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

SHAW &amp; BORDEN CO. PRINTERS, STATIONERS, BOOKBINDERS, SPOKANE 24142

proper bills therefor.

10. The term "Chief Engineer of the Railway Company" as used herein shall include the Chief Engineer and his authorized assistants.

11. The State shall require the contractor who shall be engaged in the construction of said highway to furnish to the Railway Company a bond with surety satisfactory to the Railway Company in the amount of not less than One Hundred Thousand Dollars (\$100,000.00), to indemnify and save harmless the Railway Company and the State of an from all loss and damage to the railway tracks, roadbed and trains, by reason of the construction 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 by or resulting from, in whole or in part, the construction of said highway.

12. In the event that the Railway Company shall at any time determine that any part of the strip of land over which this easement is given is required for second track purposes, or for any other necessary change in the maintenance and operation of its main track or tracks of railroad, the state shall at its own cost promptly upon being requested so to do by the Railway Company, move said highway to the extent necessary to permit the Railway Company to make such use of said right of way. In the event of such change the Railway Company shall pay to the State any amount which may be saved to the Railway Company by reason of excavation of material theretofore removed in the highway construction work. Such payment shall represent the cost which the Railway Company would have incurred, at the prices current at the time of construction by the Railway Company, but for the excavation work theretofore done by the State, the intent being that the Railway Company shall be left in the same financial position it would have occupied had the highway not been constructed.

In Witness Whereof, the 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 26 day of May, 1932.

(Corporate seal affixed)

Spokane, Portland and Seattle  
Railway Company  
By W. F. Turner, President  
Attest W. H. Marsh, Secretary.

STATE OF OREGON       )  
                              ( ss  
COUNTY OF MULTNOMAH )

On this 26th day of May, 1932, before me appeared W. F. Turner and W. H. Marsh, both to me personally known, who being duly sworn, did say that he, the said W. F. Turner is the President, and he, the said W. H. Marsh is the Secretary of Spokane, Portland and Seattle Railway Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said W. F. Turner and W. H. Marsh acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, this the day and year first in this certificate written.

(Notarial seal affixed)

L. G. Ketchum  
Notary Public for Oregon. My commission  
expires Mar. 31, 1936. My commission  
expires:

Filed for record June 24, 1932 at 11-10 a.m. by Dept. of Highways

*Mahel J. Osse*  
Skamania Co. Clerk-Auditor.