

DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

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

Portland, and Seattle Railway Company's main line track; thence north to the north-east corner of said lot 3; thence west to the northwest corner of said lot 3; thence south along the west line of said lot 3 to a point that is 577.0 feet northwesterly from when measured at right angles to the center line of said main line track; thence northeasterly parallel with the center line of said main line track to a point that is 577.0 feet northwesterly from when measured at right angles to said main line track at Engineer's station 1163+99.3; thence S. 27°57' E a distance of 507.0 feet to a point that is 70 feet northwesterly from when measured at right angles to said main line track at Engineer's station 1163+99.3; thence northeasterly parallel with the center line of said main line track and distant 70 feet northwesterly therefrom to the point of beginning.

The right and easements hereby granted is and shall be subject to the understandings and 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 understandings and conditions above referred to are as follows:

1. The performance of all work of construction on the premises above described and the maintaining of the highway for a period of two (2) years after the completion of same shall be carried on by the United States Bureau of Public Roads. Covering the period of construction the United States Bureau of Public Roads shall cause the contractor to post a good and sufficient bond acceptable to the Railway Company to indemnify and save harmless said Railway Company of and from all loss and damage of and to its tracks, roadbed, trains and other property 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 or occasioned in whole or in part by reason of said construction.

2. While the Railway Company is willing to accommodate the State of Washington by allowing it to locate the highway upon its right of way as hereinbefore described, it is not willing that the existence of the highway shall interfere in any way with the full use of said right of way for railroad purposes. It is therefore distinctly agreed that if the Railway Company shall hereafter wish to make use of the land, occupied by the highway at the location above designated, for railroad purposes that the State will, promptly, on being requested so to do by the Railway Company, move said highway so as to allow of such use by the Railway Company. If, however, in constructing such highway there shall be moved material that the Railway Company would be required to move in doing its work, but for the work done in constructing the highway, then the Railway Company will pay the State the amount of money that it would cost the Railway Company to move the number of cubic yard of material which were moved in constructing the highway, applying the cost prices current at the time the Railway Company does its work. The intent and purpose of this provision being that the Railway Company shall be placed in the same financial position it would have occupied if the highway had not been constructed.

3. The State's occupancy of the right of way above described will involve the moving of certain buildings and an existing spur track at the Railway Company's station of Cooks. Such occupancy will also involve the extension of an existing spur track east of the Cooks station water tank to provide additional storage room to offset the spur to be removed. The United States Bureau of Public Roads will accomplish the grading for this spur extension. The State will reimburse the Railway Company for all costs to them in connection with all of the removals above referred to and also for the cost of laying track on the extension herein referred to.

4. The State shall at its sole cost and expense whenever requested by the chief engineer of the Railway Company install fences approved by said engineer at such points along the right of way above described as said chief engineer shall prescribe, and the State at its sole cost and expense, shall also keep said fences so installed by it in a good state of maintenance and repair.

The State further covenants and agrees to do and perform all of the acts and things above