

## DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER, PRINT, STEVENSON, WASH.

track unsafe for train operation, the State hereby agrees, upon rendition of bills therefor, to reimburse the Railway Company for all costs and expenses incidental to the detouring of trains on and over tracks of other railroads while the Railway Company's track is being cleared or put in a safe condition, and also for all time lost and all expenses incidental to delay of the Railway Company's trains pending removal of material from the Railway Company's track or the making of the Railway Company's track safe for movements of trains thereon.

12. Notwithstanding anything herein contained, it is an express condition of this grant that no act of the Railway Company in supervising or approving any work hereunder shall reduce or in any way affect the liability of the State for damage which may result from the construction and/or maintenance of the said highway, as elsewhere provided in this grant, and the liability of the State for such damage shall exist whether or not such damage may result directly from negligence or fault of employees or agents of the Railway Company.

13. In all instances in which the Railway Company is herein authorized or may determine to do work, the expense of which is to be borne by the State, or suffers damage or incurs expense which under the terms hereof is to be borne by the State, the State shall reimburse the Railway Company for the expense of damage so incurred promptly upon the rendition of proper bills therefor.

14. In the negotiations for the right to encroach on the Railway Company's right of way, it has been recognized that the State Highway Department will build a reinforced concrete bridge over the tracks of the Railway Company in Lot 1, of Section 21, in accordance with detailed plans and specifications to be prepared by the State Highway Department and approved by the Railway Company. It is agreed that the center span of said bridge shall be of sufficient length to span two tracks on 15 foot centers, with side clearance from each track of at least 8 feet, 6 inches, and a minimum overhead clearance of 22 feet from the top of the rails. Clearance between the tracks and the said bridge during construction shall be not less than 7 feet, 6 inches, horizontally and 21 feet vertically.

The Railway Company shall assume the cost of flagging protection for trains of the Railway Company during the construction of the said bridge.

The said bridge shall be owned and maintained by the State Highway Department.

The State Highway Department shall provide and maintain necessary culverts and drains to prevent water from flowing onto or damaging the rights of way and property of the Railway Company at or adjacent to the said bridge.

All bridge construction work herein provided to be done by the State Highway Department shall be done in a manner satisfactory to the assistant superintendent of the Railway Company, and shall be performed at times and in a manner so as not to interfere with the movement of trains or traffic upon the track of the Railway Company, and the State Highway Department shall so arrange and conduct operations in said work as to permit said trains to pass continuously and safely.

The State shall take such measures as it reasonably can in all the circumstances to keep down and lay the dust upon the road by treating the same with oil or some other suitable substance at such intervals and times as it reasonably can do so.

15. The term "assistant superintendent of the Railway Company" as used herein shall include the assistant superintendent and his authorized assistants.

16. 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