

DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

railway engineer's station 685+29, as shown in red wash on Exhibit B, hereto attached.

The Railway Company has also given and granted and does by these presents give and grant, subject to said understandings and conditions, unto the State of Washington the right and permission to borrow upon land on the Northerly side of the main line track in Lot 2 Section 29, Township 3 North of Range 10 East of Willamette Meridian, Skamania County, Washington, being between Railway Company engineer's Station 838+49 and 831+49 as shown outlined in red on Exhibit A, hereto attached.

No excavation shall be permitted to be made lower than 18 inches below top of rail of Railway Company, and the State agrees that subsequent to said excavation the premises will be left in such a manner that there will be no accumulation of water and the State further agrees that it will, if considered necessary by the Railway Company, place a culvert or culverts of adequate size through the roadbed and across the right of way of the Railway Company to drain said excavated premises.

Upon completion of work all equipment and outfit, surplus and refuse material, will be promptly removed from Railway Company property and said property will be left in orderly condition to the satisfaction of the Superintendent of the Railway Company.

The right and easement hereby granted is and shall be subject to all the understandings and conditions set forth below, and in the event of a breach of said understandings and conditions, or any thereof, the right and easement hereby granted shall, at the option of the Railway Company, cease and determine. The State, by the acceptance of this instrument and by entering upon the property hereinbefore described for the purpose of construction and maintenance of said highway, shall thereby become bound and obligated to perform all of said understandings and conditions. The understandings and conditions above referred to are as follows:

1. During the period of construction the State Highway Department shall cause the contractor or contractors to deposit with the Railway Company a good and sufficient bond or bonds with surety satisfactory to the Railway Company in an amount of not less than twenty-five thousand dollars (\$25,000) to indemnify and save harmless said Railway Company and the State 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 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, the State will promptly on being requested so to do by the Railway Company move said highway so as to allow such use by the Railway Company. If, however, in constructing said 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 yards 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.