

## DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON.

PIONEER PRINT, STEVENSON, WASH.

clear width of not less than twenty (20) feet, without ditches or obstructions of any kind or nature. The State will also cause to be built a suitable fence along and on the South-erly side of its right of way for the purpose of avoiding interference between vehicular traffic on the driveway and traffic on the State Highway.

In order to properly to care for drainage conditions on and along the side road or driveway the State shall have the right and it agrees to alter and change the grade of said driveway if necessary to insure that drainage along said driveway shall reach a ditch which the State agrees to build along the southerly side of its right of way so that water collected on the driveway shall be conveyed through culvert pipes now constructed under the driveway, warehouses and tracks of the Railway Company at each end of the said driveway. The State further agrees that the grade of the driveway shall not be altered or changed to a degree that will be inconvenient or harmful to the users of the driveway and that all changes made therein shall be approved by the Superintendent of the Railway Company prior to being commenced. The State further agrees that it will rock or macadamize said road or driveway where repairs are made necessary by reason of the operations of the State.

13. 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 re-duce 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.

14. In all instances in which the Railway Company is herein authorized or may deter-mine 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 re-imburse the Railway Company for the expense or damage so incurred promptly upon the rend-ition of proper bills therefor.

15. 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.

16. The term "Superintendent of the Railway Company" as used herein shall include the Assistant Superintendent and his authorized assistants.

17. The State shall secure all necessary permits which may be required by the govern-mental authority for the prosecution of the work to be done hereunder, and shall comply with all county, state and federal requirements.

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 8th day of April, 1935.

Spokane, Portland and Seattle  
Railway Company.

By Charles Donnelly  
President JH.

( Corporate Seal Affixed)

Attest: A.M. Tohachald  
Assistant Secretary.

Approved: State of Washington, Department  
of Highways.

By L.V. Murrow  
Director of Highways.  
4-1-1935

Approved as to form  
this 29th day of March,  
1935.

E.P. Donnelly  
Assistant Attorney General.

Mabel J. Fosse,  
Skamania County, Clerk-Auditor.

By Frank A. Wadley  
Deputy.

Filed for record May 16, 1935, at 8:42 A.M. by Grantee.