

## DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

Whereas the State has constructed a fill in connection with State Road No. 8, approximately seven miles east of Stevenson, Washington, said fill being adjacent to the right of way and railway tracks of the Railway Company, the location of said fill, State Road No. 8, and the right of way and tracks of the Railway Company being shown on the blue print marked Exhibit A, hereto attached and made a part hereof; and

Whereas said fill has settled with the result that material therefrom has been forced over, on and against the embankment of the Railway Company and the State desires to provide more adequate drainage with a view of stopping the movement of said fill and relieving the pressure against the embankment of the Railway Company and for that purpose desires to carry on certain drainage work on the right of way of the Railway Company and through its embankment and under its railway tracks;

Now therefore, it is mutually agreed by and between the parties hereto as follows:

1. The State is hereby permitted to construct a tunnel on the right of way of the Railway Company at Railway Station 1273/91.6 being approximately at railway mile post 61.7 and in accordance with the details and plans as shown on said Exhibit A hereto attached. The State shall perform and complete all the work permitted or provided for herein and shall furnish all labor, tools, machinery and materials in connection therewith at its own cost, risk and expense.

2. The initial work to be done by the State shall be the construction of said tunnel to the upper slope line of the railway embankment, after which an interval of not more than one year shall be permitted to elapse for the purpose of determining whether said tunnel shall adequately provide the drainage necessary to stabilize the fill and highway embankment of the State. Should the said tunnel not be effective in providing for said drainage, it is contemplated that the state may find it necessary to continue said tunnel to a point under the highway embankment of the State. It is agreed, therefore, that said tunnel may be maintained by the State, for the purposes above mentioned, for a period of not to exceed one year from the date hereof.

3. After the length and sufficiency of said tunnel for drainage has been determined, the State shall install therein a drainage pipe for the purpose of permanent drainage and the tunnel space not occupied by said pipe shall be backfilled with selected material in order that no settlement may occur in said railway embankment. The material used in backfilling said tunnel shall be satisfactory to the railway company.

4. All work shall be prosecuted with diligence and shall be done in good, substantial and workmanlike manner. The material used in constructing said tunnel and in installing said pipe shall be new and of the best of their respective kinds unless otherwise permitted by the written order or permission of the Superintendent of the Railway Company. All of the work authorized hereunder shall be done in such manner as not to interrupt or delay the operations of the railroad or trains of the Railway Company or to damage the property, structures or equipment of the Railway Company or to cause injury or damage to the persons or property of employees or patrons of the railway company. In carrying on and completing the work provided for in this agreement the State agrees to provide such reasonable protective measures as may be required by the Superintendent of the Railway Company.

5. As one of the express conditions of this agreement and as a part of the compensation to the Railway Company for the taking and using of its property by the State in the manner herein provided for, the State shall indemnify and save harmless the railway company to the full extent allowed by law against any and all loss, cost, damage and expense which the Railway Company may sustain by reason of: (1) damage to its property or to the property