

DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

of others for which it may be held liable; and (2) injury to its employees, passengers, licensees, or other persons for whose injury it may be held responsible, in any manner arising out of or attributable to the construction, maintenance or use of the tunnel or drainage pipe herein provided for, it being the intent hereof that the state shall assume, to the full extent allowed by law, any and all risk to the railway company of loss through damage to property and/or injury to persons by reason of the construction, maintenance, or use of said tunnel or drainage pipe.

6. Because of the great danger to the property of the Railway Company due to the construction, maintenance and use of said tunnel and drainage pipe under the railway embankment of the Railway Company, the highest degree of skill is required in carrying out the work to be performed. The State therefore agrees that it will employ and keep upon the work during the period of construction herein provided for a competent and experienced tunnel man who shall have power and authority to supervise and direct the work, and the individual so selected by the state, and his continuance in charge of such work, shall at all times be subject to the approval of the Superintendent of the Railway Company.

7. Notwithstanding anything herein contained, it is an express condition of this agreement 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 damages which may result from the construction and/or maintenance of the said tunnel and drainage pipe as elsewhere provided for in this agreement.

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

In Witness Whereof, this agreement has been executed in duplicate the day and year first above written.

(Corporate seal affixed)

Spokane, Portland and Seattle Railway Company

By Charles Donnelly, President

Attest: Wm. Nachald, Assistant Secretary.

State of Washington, Department of Highways

By L. V. Murrow, Director of Highways

Approved as to form this 25th day of April, 1935.

E. P. Donnelly
Assistant Attorney General

Filed for record June 15, 1935 at 11-00 a.m. by Grantee.

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

#20812

D. F. Jones to Ralph R. Jones

Warranty Deed.

The Grantor, D. F. Jones, a widower, for and in consideration of Twenty Dollars, and other good and sufficient consideration in hand paid, CONVEYS and WARRANTS to Ralph R. Jones, the following described real estate, situated in the County of Skamania, State of Washington:

Commencing at the NW corner of the West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, T. 4 North of range 7 $\frac{1}{2}$ E. W. M., thence East 448 feet; thence south 212 feet; thence East 212 feet; thence south 910 feet; thence West 660 feet; thence north 1122 feet to place of beginning, containing 16 acres more or less.

Dated this 17th day of June, 1935.

D. F. Jones