

DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

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.

11. 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 anyway 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.

12. 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 or damage so incurred promptly upon the rendition of proper bills therefor.

13. In the negotiations for the right to encroach on the Railway Company's right of way, it has been recognized that the state will build a reinforced concrete bridge over the tracks of the Railway Company in lot 3 of section 30, township 3 north, range 10 east of the Willamette Meridian, in accordance with detailed plans and specifications to be prepared by the State and approved by the Railway Company. It is agreed that the center span of said bridge shall be of sufficient length to span the railway company's main line track, with side clearance from each track of twelve (12) feet, and a minimum overhead clearance of twenty-three (23) feet from the top of the rails. Clearance between the track and the said bridge during construction shall be not less than seven (7) feet six (6) inches, horizontally and twenty-one (21) feet vertically.

The said bridge shall be owned and maintained by the State. The state 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 shall be done in a manner satisfactory to the 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 of traffic upon the track of the railway company, and the state 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.

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

15. The State shall secure all necessary permits which may be required by any governmental 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 2nd day of August, 1935.

(Corporate seal affixed)

Spokane, Portland and Seattle Railway
Company
By Charles Donnelly, President
Attest: Wm. F. Hachald, Assistant Secretary.

Approved: State of Washington, Department of
Highways