

# DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER-PRINT, STEVENSON, WASH.

shall award the contract or contracts for the performance of such work only to contractors experienced in such work and the selection of said contractor or contractors shall be subject to the reasonable approval of the assistant superintendent of the Railway Company.

9. Inasmuch as the blasting, excavation, filling and grading proposed to be done by the State Will involve the possibility of serious damage to the property of the Railway Company, all work upon or in proximity to the premises of the Railway Company shall be carried on at times and in a manner to be approved by a representative or representatives of the assistant superintendent of the Railway Company, to the end that the operations of the Railway Company shall be interfered with as little as possible, and such representative or representatives shall be the sole judge of the extent to which protective measures shall be provided during the progress of the work. The salaries and expenses of such representatives shall be paid in the first instance by the Railway Company and the State shall reimburse the Railway Company upon the rendition of proper bills for such salaries and expenses.

10. During the progress of the work proposed to be done by the State, the Railway Company shall station such watchmen and flagmen as the assistant superintendent of the Railway Company may determine to be necessary to protect its property and trains from debris or rocks falling upon its tracks, or from other damage. The cost and expense of placing and maintaining such flagmen and watchmen shall be paid in the first instance by the Railway Company, and the State, upon rendition of proper bills, shall reimburse the Railway Company for such cost and expense. The State at its own expense shall immediately remove rock, slide material, debris or other material which may come upon the premises of the Railway Company by reason of blasting operations of the highway contractor, excavation or other construction work when same would interfere with the free movements of trains or other railway equipment over the Railway Company's track, provided, however, that if the Railway Company, by its own employees, shall do the work of such removal, or any part of it, the State shall reimburse the Railway company for its entire expense account of such removal.

11. In order to facilitate the reception and transmission of reports and of train movements to the contractor and/or representatives of the State, the Railway Company will install such temporary telephone booths as it deems necessary, at convenient locations along the work at the sole expense of the State, and if it so determines that there is justification, may employ telegraph or telephone operators and linemen. The State shall reimburse the Railway Company for all expenses of such telegraph or telephone operators and linemen, together with the cost of supplies and equipment used by them. The State shall also reimburse the Railway Company for the cost of temporary pole lines and/or of temporary cabling of the Railway Company's telephone and telegraph wires, together with all costs incidental to the final location of the telegraph and telephone lines.

12. Inasmuch as the filling and grading work proposed to be done by the State or Bureau may involve the possibility of complete blocking of the Railway Company's track or tracks by material coming thereon and of embankment slides and settlement, making unsafe for train operation, the state hereby agrees, upon rendition of bills therefor, to reimburse the Railway Company for all costs and expenses incidental to the detouring of 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.