

# DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

5

PIONEER PRINT, STEVENSON, WASH.

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 reduce 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, and the liability of the State for such damage shall exist whether or not such damage may result directly from negligence or fault of employees or agents of the Railway Company.

14. 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.

15. In the negotiations for the right to encroach on the Railway Company's right of way, it has been recognized that the State Highway Department will build a bridge over the Little White Salmon River near the Railway Company's bridge across said river.

The center line of state road No. 8 is parallel with and 50 feet north of the center line of the main track at the bridge site. It is understood that the highway bridge is to be constructed with a main channel span of 280 feet with two 45-foot approach spans at each end of the main span. A plan, marked Exhibit B, showing the length of spans and location of piers and abutments for the spans with reference to the Railway Company's bridge is attached hereto, and it is understood that the piers and abutments for the highway bridge are to be so constructed that the piers and abutments of the Railway Company's bridge will not be endangered or disturbed.

The wing walls of the piers supporting the 150 foot span of the Railway Company's bridge extend across the State highway center line in front of the piers to support the 280-foot main highway span, and it is agreed that the Railway Company shall have the right to enter upon the right of way for the purposes of repairing or reconstructing these wing walls or any other parts of its bridge structure.

Any temporary trestle constructed across the Little White Salmon River for the purpose of transporting excavated materials from the west bank to be placed in the embankment throughout the right of way covered by this easement, shall be constructed in a manner approved by the assistant superintendent of the Railway Company and shall be removed when the grading construction is completed.

The Railway Company's bridge shall be safeguarded at all times during the construction of the fill and also during the construction of the highway bridge when this work is done.

16. The State of Washington shall within a reasonable time following the construction of such road, take such reasonable measures as it can under the circumstances to keep down and lay the dust by treating the gravel road with oil or some other suitable substance at such times and intervals as it can reasonably do so.

17. The term "assistant superintendent of the Railway Company" as used herein shall include the assistant superintendent and his authorized assistants.

18. The State shall require the contractor who shall be engaged in the construction of said highway to furnish to the Railway Company a bond with surety satisfactory to the Railway Company in the amount of twenty-five thousand dollars (\$25,000.), to indemnify and save harmless the Railway Company and the State of and from all loss and damage to the railway tracks, roadbed and trains by reason of the construction of said highway and from