

# DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

Beginning at a point in the northerly right of way line of railway company in said Lot 1, which point is 50 feet northwesterly from when measured at right angles to the center line of main track of railway company at railway company engineer's station 746+30; said point also being 53.9 feet southeasterly from when measured at right angles to the center line of proposed state highway as staked out at highway engineer's station 652+00; thence north 80° 9' East (State Highway Department bearings) 100.1 feet; thence north 76° 40' east 201.0 feet; thence north 82° 23' east 100.0 feet; thence north 81° 14' east 100.0 feet; thence north 79° 52' East 100.1 feet to a point which is 15 feet northwesterly from when measured at right angles to the said center line of main track at railway engineer's station 740+26.8, said point also being 23.6 feet southeasterly from when measured at right angles to the said center line of highway at highway engineer's station 658+00; thence northeasterly along the arc of a curve to the right having a radius of 5744.65 feet, 318.6 feet to a point which is 15 feet northwesterly from when measured at right angles to said center line of main track at railway engineer's station 737+09.0; thence northeasterly parallel with and 15 feet from said center line of main track 2381.4 feet to a point which is 15 feet northwesterly from when measured at right angles to said center line of main track at railway company engineer's station 713+14.7, said point also being 15 feet southeasterly from when measured at right angles to said center line of highway at Highway Engineer's station 685+00.

The right and easement hereby granted is and shall be subject to all the understandings and conditions set forth below, and in the event of a breach of said understandings and conditions, or any thereof, the right and easement hereby granted shall, at the option of the Railway Company, cease and determine. The State, by the acceptance of this instrument and by entering upon the property hereinbefore described for the purpose of construction and maintenance of said highway, shall thereby become bound and obligated to perform all of said understandings and conditions. The understandings and conditions above referred to are as follows:

1. The performance of all the work of construction of State Road No. 8 between Highway Engineer's Stations 622+00, located in Lot 3, Section 28, Township 3 North, Range 10 East of the Willamette Meridian, and 685+00, located in Lot 3, Section 22, Township 3 North, Range 10 East of the Willamette Meridian, shall be carried on under United States Public Works Project No. N. R. H. 112 D.

During the period of construction the United States Bureau of Roads or the State Highway Department, as the case may be, shall cause the contractor or contractors to deposit a good and sufficient bond or bonds with and acceptable to the Railway Company to indemnify and save harmless said Railway Company of and from all loss and damage of and to its tracks, roadbed, trains and other property by reason of the construction of said highway, and from all claims and demands of every nature whatsoever on account of loss, damage or injury to property or persons caused or occasioned in whole or in part by reason of said construction.

2. While the Railway Company is willing to accommodate the State by allowing it to locate the highway upon its right of way as hereinbefore described, it is not willing that the existence of the highway shall interfere in any way with the full use of said right of way for railroad purposes. It is therefore distinctly agreed that if the Railway Company shall hereafter wish to make use of the land occupied by the highway at the location above designated, for railroad purposes, the State will, promptly on being requested so to do by the Railway Company, move said highway so as to allow of such use

by the Railway Company. If, however, in constructing such highway there shall be moved material that the Railway Company would be required to move in doing its work, but for the work done in constructing the highway, then the Railway Company will pay the State the amount of money that it would cost the Railway Company to move the number of cubic yards of material which were moved in constructing the highway, applying the cost prices current at the time the Railway Company does its work. The intent and purpose of this provision being that the Railway Company shall be placed in the same financial position it would