

# LIMITED ACCESS

The Grantor, NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called the Railway Company, for and in consideration of ten dollars and other valuable consideration, and the agreements herein contained, does hereby grant (to the extent of its legal right so to do) to the STATE OF WASHINGTON, hereinafter called the State, permission to use for public highway purposes, including a grade crossing of the Railway Company's track and no other purpose, the following described premises, situated in Kittitas County, State of Washington:

333947

Those portions of the Railway Company's right of way for its main line in Section 13, Township 20 North, Range 13 East, W.M.; Sections 21, 25, 26 and 36, Township 20 North, Range 14 East, W.M.; and Section 31, Township 20 North, Range 15 East, W.M., indicated by green color on the drawing dated November 7, 1958, last revised July 28, 1966, identified as Exhibit "A", attached hereto and made a part hereof:

Subject to and upon the following expressed conditions:

I

The Railway Company, its successors and assigns, reserve the right to use the property hereinbefore described for any and all purposes not inconsistent with the easement hereby granted, including, but not limited to, the right to construct, maintain, repair, renew, reconstruct, replace and operate present tracks and future tracks, communication and signal lines and other facilities on said lands when deemed necessary or expedient to the Railway Company. Rights reserved shall be so exercised as not to damage or interfere with the highway or any part thereof, except as may otherwise be provided herein.

II

This easement is subject to all existing interests of third parties in said premises of whatsoever nature and any and all extensions or renewals thereof.

III

The State agrees at its sole cost and expense to provide adequate drainage of the Railway Company's property in connection with construction and maintenance of said highway and also agrees to reimburse the Railway Company for any and all expense incurred by it by reason of any failure of the State to provide such drainage.

IV

The State shall not use the property granted by this agreement for other than highway purposes. The State shall not grant to any other person, persons, or organizations of any sort whatsoever, including public and private utilities and transportation companies of any sort, permission to maintain any facilities on any portion of the premises described in this easement, the right to grant such permits being reserved to the Railway Company provided such permits shall not be granted where to do so would interfere with the use of the premises by the State as herein provided.

V

In the event the construction or maintenance of said highway may interfere with or create a hazard to the communication, signal, or electric-power lines, called "facilities" in the rest of this paragraph, of the Railway Company, the Western Union Telegraph Company or any other party using the Railway Company's property, the State or its contractor shall give the Division Superintendent of the Railway Company, at Tacoma, Washington, sufficient advance notice of such possible interference or hazard to enable the Railway Company or its permittees to permanently relocate or temporarily relocate and permanently restore the affected facilities, the State shall pay all cost of such

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Date 11-7-66 at 11:02 A.M.  
By *Dept. of Highways*  
Marion Darter, Kittitas County Auditor

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JUL 14 2023

REAL ESTATE EXCISE TAX  
EXEMPT  
KITITAS COUNTY TREASURER  
BY *Greenhaus*

Kittitas County CDS

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work, including maintenance of any temporarily relocated facilities, upon receipt of bills therefor. The State shall also pay to the Railway Company or its permittees, as the case may be, the cost of repairing or replacing the facilities on account of damage to or destruction of the facilities arising or growing out of or in any manner connected with construction or maintenance of said highway.

VI

The State agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises at such times and in such manner as to be satisfactory to the Railway Company and as to abate any and all hazard of fire.

VII

The State agrees that in removing snow from said highway it shall perform said work in such a manner as not to deposit the snow on the roadbed and tracks of the Railway Company. It is understood that the Railway Company in maintaining its line of road may deposit some snow on the highway, and in the event of such occurrence the State agrees to remove the snow at its expense.

VIII

The State agrees that any contract which it shall let for the construction of said highway on the right of way of the Railway Company as permitted under this easement shall require the contractor to protect the Railway Company and any other railroad company occupying or using the Railway Company's right of way or lines of railroad against all loss and damages arising from activities of the Contractor, his forces, or any of his subcontractors or agents; and shall further provide that the Contractor shall furnish to the Railway Company a Railroad Protective Liability Policy in the form approved by the American Association of State Highway Officials and the Association of American Railroads. The limits of said policy shall not be less than \$250,000 for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person a total of not less than \$500,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and not less than \$250,000 for all damages arising out of injury to or destruction of property in any one accident and a total limit of not less than \$500,000 for all damages arising out of injuries to or destruction of property during the policy period. Said insurance policy, executed by a corporation qualified to write the same in the State of Washington, shall be delivered to and approved by the Railway Company prior to the entry upon or use of its property by the Contractor.

IX

The State agrees to construct at its expense connections between the highway and roads to be constructed by the Railway Company to serve the Railway Company's facilities.

X

The State shall reimburse the Railway Company for any and all expense incurred by the Railway Company in making changes in its facilities, including the cost of moving or reconstructing any buildings, changes in highway crossings or approaches thereto, or water pipe lines made necessary by the construction of the highway on the Railway Company's property.

XI

The State shall pay any and all cost of protecting or flagging such trains as may appear necessary to the Railway Company during the construction, reconstruction, re-



# 1-F

333947  
QUITCLAIM DEED & EASEMENT

FROM

NORTHERN PACIFIC RR CO

TO

STATE OF WASHINGTON

Kittitas, County

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PSH 2,  
Easton to Cle Elum

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**PSH 2, Easton to Cle Elum**

**2-L 10-C**

**3-J 11-F**

**4-D 12-F**

**5-D 13-E**

**6-C 14-C**

**7-F**

**8-H**

**PSH 2, Rustic Inn to  
Easton**

**18-M**

**19-B**