

MEMORANDUM OF AGREEMENT, entered into this 14th day of September, 1917, between OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, hereinafter termed "Railroad Company", the County of Hood River, hereinafter termed "County" and the State of Oregon, acting by the State Highway Commission of said State, WITNESSETH:

WHEREAS, on August 17, 1914, the Railroad Company and the County entered into an agreement wherein and whereby the County was licensed to enter upon the property of the Railroad Company, upon the location indicated upon the map attached to said contract by a yellow line thereon, and to construct and maintain upon said location a public highway for ordinary pedestrian and vehicular travel, subject to the terms specified in said agreement, and

WHEREAS, said contract provided, among other things, that the County shall not deviate in the construction or maintenance of said proposed highway from the location indicated upon the map attached to said contract by the yellow line drawn upon said map without the consent of the Railroad Company expressed in writing, and signed by the Chief Engineer of the Railroad Company, and

WHEREAS, the County and the State Highway Commission of Oregon desire to deviate to some extent from said yellow line upon the map attached to said contract of August 17, 1914, through the town of Cascade Locks, in said County,

NOW THEREFORE, to the end that said deviation may be accomplished and agreed upon, the parties hereto have caused to be prepared a blue print map, of date June 1916, bearing the initials, O-W.R.R. & N.Co., No. 12476 577 upon which is indicated by a red line the location of the center line of said proposed highway, as defined in said contract of August

17, 1914, and by yellow line the revised location of the center line of said proposed highway as the County and the State Highway Commission desire now to relocate the same, and the Railroad Company hereby consents to the deviation in the construction of said proposed highway through the said town of Cascade Locks from the said center line indicated by said red line on said map to the line indicated by the yellow line upon said map.

The map in question, for further identification, is signed by the Chief Engineer of the Railroad Company and by the State Highway Engineer. Same is attached hereto, marked Exhibit "A", and made a part of this agreement.

It is further stipulated between the parties that except for said relocation, the terms and conditions of said contract of August 17, 1914, shall continue and obtain, and shall be observed by the parties hereto, but the Highway Commission shall not be responsible for any thing happening prior to the date of this contract.

It is further stipulated that the Railroad Company shall incur no expense in the moving of, nor be responsible for any obstruction or building that may encroach upon or within the boundaries of said proposed relocated highway, and that said highway shall in any event be limited to sixty (60) feet innwidth, or thirty (30) feet on either side of said revised center line.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate, the day and

year first above written.

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY,

By *H. P. Rice*
Vice-President.

Attest *W. Spencer*
Assistant Secretary.



Attest—

Went Shoemaker
County Clerk
E. L. Shoemaker
Deputy

County of Hood River,

By *L. N. Blowers*
County Judge.

E. Hawkes
County Commissioner

J. O. Hannum
County Commissioner

Oregon State Highway Commission,

By *S. Benson*
Chairman

W. F. Thompson
Commissioner

J. Adams
Commissioner