

## DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

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29936

Ronda Zevely Lundy to United States

L-31 6/13/40 Tract No. BC-AR-36, Parcel 1. HR EWB. Access Road Easement

For and in consideration of the sum of Fifteen and 00/100 Dollars (\$15.00) in hand paid, receipt of which is hereby acknowledged, I, Ronda Zevely Lundy, as my separate estate, have GRANTED, BARGAINED and SOLD and by these presents do hereby grant, bargain, sell and convey unto the United States of America and its assigns, a permanent easement and right-of-way approximately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills and turnouts and for curves at the angle points, all over and across the lands of the undersigned in the West 46 rods of Lot 12, Section 25, and the north 300 feet of Lot 1, except the east 34 rods thereof, in Section 36, all in Township 3 North, Range 7½ East, W. M., for the following purposes, namely: the right to enter and to clear of timber, endangering trees, and brush; to grade, level, cut, fill, drain, build, maintain, repair and rebuild a road or highway and such culverts, bridges, turnouts, retaining walls or other appurtenant structures as may be necessary, on, over and across the land embraced within the right-of-way, the center line of which is described as follows:

Beginning at survey station 386+96.97, a point on the survey line of the Bonneville Power Administration's Bonneville-Coulee Transmission Line in the W½ of Government Lot 12, Section 25, Township 3 North, Range 7½ East, Willamette Meridian, said point being 397.15 feet north and 2242.01 feet east of the southwest corner of said Section 25; thence S. 66° 27' 00" E. a distance of 263.99 feet; thence S. 29° 37' 00" E. a distance of 95.75 feet; thence S. 40° 22' 00" E. a distance of 289.59 feet; thence S. 56° 51' 00" E. a distance of 343.60 feet; thence N. 0° 31' 00" W. a distance of 121.44 feet; thence N. 7° 40' 00" W. a distance of 203.93 feet; thence N. 27° 32' 00" W. a distance of 193.91 feet; thence N. 15° 31' 00" W. a distance of 167.62 feet; thence N. 42° 04' 00" W. a distance of 171.25 feet to survey station 392+19.00, a point on the survey line of said Bonneville-Coulee Transmission Line in the E½ of Government Lot 12 of said Section 25, said point being 584.02 feet north and 2729.04 feet east of the southwest corner of said Section 25, except that part included within the boundaries of the 300 foot right-of-way of the Bonneville-Coulee Transmission Line to which the United States of America has heretofore acquired the rights herein conveyed.

Subject to:

1. The lien of the 1941 taxes and the 1942 taxes which I, the grantor, agree to pay and against which I undertake and agree to indemnify and hold the grantee harmless.
2. The reservations by the United States of America in patent dated September 22, 1897, and recorded in Book "A" of Patents at page 311, records of Skamania County, Washington.

It is understood and agreed that the United States of America, its agents or assigns, shall have the right to appropriate from any lands of the undersigned, such timber and rock as may be necessary for the construction and repair of said road.

The undersigned will be permitted the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the undersigned, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its agents or assigns.

It is understood and agreed that if said road is damaged by the United States of America, its officers, employees, contractors, or assigns, the United States of America or its assigns will repair such damage, provided, however, it is understood and agreed that by this agreement there shall be no admission or assumption of risk or liability on the part of the United States or any of its agencies, bureaus or departments on account of any injury to person or livestock or any damage to other personal property by reason of the use of said road, but that such use shall be at the undersigned's own risk and liability.

It is further understood and agreed that the undersigned may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked provided the Administrator is also permitted to install his own lock thereon.

To Have and To Hold the said easement and right-of-way to the United States of America and its assigns, forever.