

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

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Kuhl who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.

In Witness Whereof, I have hereunto set my hand and seal the day and year last above written.

(Notarial seal affixed)

Robert B. Kuhl
Notary Public for Oregon. My commis-
sion expires Feb. 20, 1944.

Filed for record March 11, 1941 at 8-30 a.m. by Grantee.

Mabel J. Case
Skamania County Auditor.

#30012

Ruth Johnson et vir to United States

L-31 6/13/40. HR EWB Tract No. BV-AR-6, Parcel 1. Access Road easement.

For and in consideration of the sum of Fifteen and no/100 Dollars (\$15.00) in hand paid, receipt of which is hereby acknowledged, we, Ruth Johnson and Eric. Johson, wife and husband, now and at the time of acquiring title, 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 W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 23, Township 2 North, Range 6 East, W.M., Skamania County, Washington, 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 embranced within the right-of-way, the center line of which is described as follows:

Beginning at survey station 276+70.76, a point on the survey line of the Bonneville-Vancouver's Circuit No. 2 in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 2 North, Range 6 East, Willamette Meridian, said point being 95.51 feet south and 999.67 feet east of the northwest corner of said Section 26; thence N. 11° 55' 50" E. 177.36 feet; thence N. 21° 34' 10" E. 154.60 feet; thence N. 39° 19' 30" E. 86.68 feet; thence N. 29° 23' 50" E. 122.34 feet; thence N. 51° 44' 50" E. 106.68 feet; thence N. 40° 30' 30" E. 143.16 feet; thence N. 77° 44' 10" E. 238.32 feet; thence N. 25° 42' 50" E. 79.07 feet; thence S. 70° 19' 10" E. 103.13 feet; thence N. 76° 33' 50" E. 132.90 feet; thence N. 23° 33' 50" E. 335.35 feet; thence N. 10° 12' 10" E. 70.53 feet; thence N. 37° 50' 50" E. 136.65 feet to a point in the center of Beacon Rock County Road in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, Township 2 North, Range 6 East, Willamette Meridian, said point being 1184.93 feet north and 2105.72 feet east of the southwest corner of said Section 23.

Subject to reservations contained in Patent dated November 24, 1903, and recorded at page 112 in Book "B" of Patents, records of Skamania County, Washington.

Subject to the lien of the 1941 and 1942 taxes which we, the grantors, agree to pay and against which we undertake and agree to indemnity and hold the grantee harmless.

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