

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

341.

wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged/^{to me}that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, the day and year last above written

(Notarial seal affixed)

Lloyd DuBois, Jr.
Notary Public for the State of Washington
residing at Vancouver, therein.

Filed for record June 4, 1941 at 3-10 p.m. by Grantor

Mabel J. Sae
Skamania County Auditor.

#30415

E. C. Hamilton et al to United States

L-31 6/13/40. Tract No. BC-AR-36 Par. 3 HR EWB Access Road Easement

For and in consideration of the sum of Fifteen Dollars (\$15.00) in hand paid, receipt of which is hereby acknowledged, we, E. C. Hamilton, a widower, individually, and as sole devisee under the non-intervention Will of Maggie E. Hamilton, deceased, and W. H. Finley and Jaimiee Irene Finley, husband and wife, contract purchasers, 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 turn-outs and for curves at the angle points, all over and across the lands of the undersigned in Section 25, Township 3 North, Range 7½ East, Willamette Meridian, described as all of Lot 12 except the West 46 rods thereof, situate in the County of Skamania, State of 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 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.

The undersigned, W. H. Finley and Jaimiee Irene Finley, husband and wife, for a valuable consideration from the aforementioned grantor, hereby acknowledged, join in this instrument for the sole and specific purpose of subordinating any and all interest they may have in said premises by virtue of an unrecorded contract of purchase, to the easement herein granted to the United States of America, and are not entering into or becoming parties in any degree or manner to the warranty herein contained.

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