

## DEED RECORD 28

491

SKAMANIA COUNTY, WASHINGTON

SKAMANIA COUNTY, a municipal corporation of the State of Washington, acting by and through its Board of County Commissioners, in consideration of the premises and by virtue of the statutes of the State of Washington, in such cases made and provided, for and in consideration of the sum of Twenty Dollars (\$20.00), cash in hand paid, receipt of which is hereby acknowledged, do hereby grant 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

Lots 2 and 3, of Section 30, Township 3 North of Range 8 East, Willamette Meridian; situate in Skamania County, 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 431+82.89, a point on the survey line of the Bonneville Power Administration's Bonneville-Coulee Transmission Line, said point being 1970.27 feet north and 478.82 feet east from the southwest corner of said Section 30; thence N. 31° 00' 50" E. a distance of 276.00 feet; thence N. 21° 12' 10" W. a distance of 150.00 feet; thence N. 0° 59' 50" E. a distance of 81.00 feet; thence N. 26° 19' 10" W. a distance of 134.00 feet; thence N. 44° 34' 10" W. a distance of 205.00 feet; thence N. 43° 17' 50" E. a distance of 71.00 feet; thence S. 55° 20' 10" E. a distance of 375.00 feet; thence S. 41° 55' 10" E. a distance of 147.00 feet; thence S. 73° 24' 10" E. a distance of 110.00 feet; thence N. 75° 57' 50" E. a distance of 150.00 feet; thence S. 66° 34' 10" E. a distance of 308.00 feet to survey station 441+17.50, a point on the survey line of said Bonneville-Coulee Transmission Line in the NE¼ of the SW¼ of said Section 30, said point being 2305.53 feet north and 1351.24 feet east of the southwest corner of said Section 30; 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.

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 hereinabove described, 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 of America 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.

It is further understood and agreed that the undersigned, their successors, heirs and assigns, 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 United States of America is also permitted to install its 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.

It is further understood and agreed by the undersigned that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above-described.

IN WITNESS WHEREOF, SKAMANIA COUNTY, a municipal corporation of the State of Washington, acting by and through its Board of County Commissioners, pursuant to a resolution of the Board,