

## DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

two thousand seven hundred eighteen and fifty-four hundredths (2718.54) feet north and two hundred forty-two and eighty-four hundredths (242.84) feet east of the southwest corner of said Section two (2); thence S. 54° 59' 00" E. a distance of four hundred fifty-nine and sixty-four hundredths (459.64) feet, thence S. 77° 56' 00" E. a distance of two hundred forty-four and thirty-three hundredths (244.33) feet, thence S. 61° 18' 45" E. a distance of one hundred ninety-one and eighty-one hundredths (191.81) feet, thence S. 63° 02' 45" E. a distance of three hundred three and sixty-four hundredths (303.64) feet, thence S. 70° 03' 15" E. a distance of two hundred twenty-nine and twenty-three hundredths (229.23) feet, thence S. 89° 11' 37" E. a distance of one hundred seventy-five and eleven hundredths (175.11) feet; thence S. 64° 34' 37" E. a distance of five hundred fifty-one and thirty-six hundredths (551.36) feet, thence S. 87° 41' 22" E. a distance of three hundred seventy-six and thirteen hundredths (376.13) feet, thence S. 59° 25' 07" E. a distance of three hundred eighty-nine and forty-three hundredths (389.43) feet, thence S. 67° 50' 22" E. a distance of ninety-seven and eighty-seven hundredths (97.87) feet, thence S. 45° 29' 07" E. a distance of three hundred eighty-four and fifty-one hundredths (384.51) feet, thence S. 32° 52' 37" E. a distance of one hundred eighty-nine and ten hundredths (189.10) feet, thence S. 35° 10' 30" E. a distance of one hundred forty and twenty-five hundredths (140.25) feet, thence S. 67° 47' 30" E. a distance of two hundred ninety-six and eighty-five hundredths (296.85) feet, thence S. 43° 43' 22" E. a distance of one hundred seventy-four and fifty-one hundredths (174.51) feet, thence S. 57° 40' 22" E. a distance of one hundred forty-one and forty-five hundredths (141.45) feet, thence S. 29° 45' 07" E. a distance of one hundred fifty-one and thirty-nine hundredths (151.39) feet, thence S. 47° 14' 07" E. a distance of ninety-eight and sixty-six hundredths (98.66) feet, thence N. 78° 40' 45" E. a distance of one hundred fifty-two and seventy-four hundredths (152.74) feet, thence N. 32° 09' 52" E. a distance of one hundred ninety-seven and eighty-seven hundredths (197.87) feet, thence N. 24° 19' 22" W. a distance of one hundred eighty-eight and eighty-four hundredths (188.84) feet, thence N. 30° 13' 22" E. a distance of one hundred twenty-one and twenty-five hundredths (121.25) feet, thence S. 88° 43' 37" E. a distance of two hundred seven and sixty-six hundredths (207.66) feet, thence N. 58° 58' 38" E. a distance of three hundred thirty-seven and ten hundredths (337.10) feet to a point on the old Evergreen Highway, said point being one thousand one hundred ninety-four and forty-nine hundredths (1194.49) feet north and four thousand eight hundred forty-two and forty-one hundredths (4842.41) feet east of the southwest corner of said Section two (2); excepting therefrom all that part thereof lying within the boundaries of the Old Evergreen Highway and the county road extending in an easterly and westerly direction through the Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section two (2), Township two (2) North, Range seven (7) East, W. M.

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.

It is understood and agreed that the United States of America, its agents or assigns, shall not have the exclusive use of said road, but that existing rights therein shall remain and be recognized.

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.

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, duly and legally adopted and entered, has caused these presents to be executed in its behalf by a majority of its Board of Commissioners, and its corporate seal to be hereunto affixed, this 4 day of November, 1941.