

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

496

827.32 feet to survey station 911+51.90, a point on the surveyline of the Bonneville Power Administration's Bonneville-Coulee transmission line in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, Township 3 North, Range 9 East, Willamette Meridian, said point being 893.35 feet south and 72.09 feet east of the northwest corner of said Section 22; 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; Also

Beginning at a point in the Bonneville Power Administration's Access Road in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 3 North, Range 9 East, W. M., said point being 976.17 feet north and 1025.55 feet west of the southeast corner of said Section 16; thence S. 78° 41' 10" E. 113.02 feet; thence S. 25° 10' 30" E. 82.60 feet; thence S. 61° 10' 50" E. 126.08 feet; thence S. 35° 20' 50" E. 265.68 feet; thence S. 56° 13' 20" E. 132.27 feet; thence S. 41° 29' 20" E. 333.06 feet; thence S. 58° 00' 40" E. 153.88 feet; thence S. 33° 59' 00" E. 257.12 feet; thence S. 35° 36' 00" E. 262.50 feet; thence S. 76° 58' 00" E. 517.90 feet; thence S. 50° 31' 00" E. 319.50 feet to survey station 920+22.30 feet; a point on the survey line of the Bonneville-Coulee transmission line in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 22, Township 3 North, Range 9 East, W. M., said point being 552.16 feet south and 890.54 feet east of the northwest corner of said Section 22; 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, 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 party 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, our 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.

We covenant with the UNITED STATES OF AMERICA that we are lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances, except as above noted, and that we will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

DATED this 7th day of November, 1941.

J. A. Robbins

J. A. Robbins

A. M. Robbins

A. M. Robbins

STATE OF OREGON)

County of Multnomah)

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On the 7th day of November, 1941, personally came before me, a notary public in and for said County and State, the within named J. A. ROBBINS and A. M. ROBBINS, husband and wife, to me personally known to be the identical persons described in and who executed the within and