

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

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

The South half of the Northwest Quarter, and the North half of the Southwest Quarter of Section 22, Township 3 North of Range 9 East, W. M., 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 a point on the existing logging road in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, Township 3 North, Range 9 East, Willamette Meridian, said point being 385.82 feet north and 502.63 feet east of the southwest corner of said Section 15; thence S. 85° 34' 00" W. 422.95 feet; thence N. 62° 42' 30" W. 279.67 feet; thence N. 50° 55' 10" W. 173.11 feet; thence N. 59° 00' 40" W. 364.87 feet; thence N. 46° 17' 10" W. 405.37 feet; thence S. 55° 03' 20" W. 143.70 feet; thence S. 5° 22' 20" E. 588.80 feet; thence S. 18° 14' 00" E. 215.78 feet; thence S. 17° 59' 20" W. 132.34 feet; thence S. 31° 06' 20" E. 168.63 feet; thence S. 4° 24' 00" E. 289.49 feet; thence S. 25° 31' 20" E. 288.43 feet; thence S. 16° 10' 20" E. 202.56 feet; thence S. 48° 38' 20" E. 256.93 feet; thence S. 13° 52' 40" E. 239.48 feet; thence S. 23° 45' 40" E. 233.40 feet; thence S. 38° 15' 20" E. 201.55 feet; thence S. 61° 14' 50" E. 194.99 feet; thence S. 79° 30' 10" E. 173.90 feet; thence S. 29° 47' 50" E. 251.39 feet; thence N. 49° 12' 50" E. 139.08 feet; thence N. 75° 41' 30" E. 240.37 feet; thence S. 77° 38' 50" E. 327.36 feet; thence S. 47° 39' 50" E. 303.45 feet; thence S. 36° 10' 10" E. 153.91 feet; thence S. 64° 51' 10" E. 118.17 feet; thence S. 36° 46' 50" E. 507.18 feet; thence N. 67° 03' 50" E. 172.65 feet; thence S. 44° 13' 50" W. 191.52 feet; thence N. 48° 30' 50" W. 267.07 feet; thence N. 66° 24' 10" W. 679.46 feet; thence S. 80° 17' 10" W. 122.46 feet; thence S. 33° 43' 40" W. 120.45 feet; thence S. 4° 54' 40" W. 178.87 feet; thence S. 73° 36' 10" W. 139.43 feet; thence S. 50° 21' 30" W. 151.55 feet; thence N. 82° 26' 30" W. 459.13 feet; thence S. 58° 55' 50" W. 426.52 feet; thence N. 71° 59' 50" W. 173.19 feet; thence N. 26° 20' 30" W. 119.01 feet; thence N. 54° 14' 00" W. 717.50 feet; thence N. 60° 23' 30" W. 417.86 feet; thence N. 31° 17' 10" W. 93.02 feet; thence N. 65° 54' 10" W. 217.24 feet; thence N. 18° 14' 50" W. 192.23 feet; thence N. 62° 10' 30" W. 268.59 feet; to survey station 888+25.40, a point on the survey line of the Bonneville Power Administration's Bonneville-Coulee transmission line in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 3 North, Range 9 East, Willamette Meridian, said point being 1616.67 feet south and 2123.91 feet west of the northeast corner of said Section 21.

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 that 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 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,