

DEED RECORD 28

575

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, and J. K. SIMPSON and ETHEL D. SIMPSON, husband and wife, 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 following described property:

The Southwest Quarter of the Northeast Quarter of Section 30, Township 3 North, Range 8 East, W. M., situate in the County of Skamania, State of Washington, excepting therefrom, all that part thereof lying within the boundaries of the Bonneville Power Administration's Bonneville-Coulee Transmission Line right of way,

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 457+72.14, 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 30, Township 3 North, Range 8 East, Willamette Meridian, said point being 2899.06 feet north and 2895.76 feet east of the southwest corner of said Section 30; thence N. 44° 08' 50" E. a distance of 202.69 feet; thence N. 17° 19' 50" E. a distance of 126.97 feet; thence N. 31° 22' 50" E. a distance of 119.56 feet; thence N. 6° 38' 50" E. a distance of 296.06 feet; thence S. 39° 12' 10" E. a distance of 137.06 feet; thence S. 28° 40' 50" W. a distance of 83.16 feet; thence S. 0° 59' 50" W. a distance of 151.98 feet; thence S. 13° 23' 10" E. a distance of 196.72 feet to survey station 461+63.39, a point on the survey line of said Bonneville-Coulee Transmission Line, said point being 3039.40 feet north and 3260.97 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 convey; ALSO,

Beginning at survey station 464+70, 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 30, Township 3 North, Range 8 East, Willamette Meridian, said point being 3149.38 feet north and 3547.18 feet east of the southwest corner of said Section 30; thence S. 12° 01' 10" E. a distance of 85.36 feet; thence S. 50° 39' 10" E. a distance of 179.48 feet; thence S. 8° 31' 50" W. a distance of 100.42 feet; thence N. 74° 17' 50" E. a distance of 78.13 feet; thence N. 21° 30' 50" E. a distance of 98.99 feet; thence N. 11° 28' 10" W. a distance of 204.41 feet; thence N. 34° 29' 50" E. a distance of 106.82 feet to survey station 467+62.86, a point on the survey line of said Bonneville-Coulee Transmission Line, said point being 3254.43 feet north and 3820.55 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 and assigns, may erect or maintain fences across said road, provided adequate gates of not less than 10 feet in width are installed, which may be kept locked provided the United States of America