

poses 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 178+60.19, a point on the survey line of the Bonneville Power Administration's Bonneville-Coulee Transmission Line, said point being 925.52 feet south and 1987.75 feet east of the northwest corner of said Section 10; thence S. 15° 29' 45" E. a distance of 402.26 feet; thence S. 24° 22' 30" E. a distance of 362.30 feet; thence S. 64° 02' 30" E. a distance of 193.56 feet; thence S. 37° 54' 00" E. a distance of 285.81 feet; thence S. 52° 30' 30" E. a distance of 350.15 feet; thence S. 69° 54' 00" E. a distance of 278.62 feet; thence S. 83° 46' 30" E. a distance of 593.28 feet; thence S. 70° 05' 30" E. a distance of 332.87 feet; thence S. 46° 07' 15" E. a distance of 357.81 feet; thence N. 88° 43' 08" E. a distance of 460.66 feet; thence S. 0° 35' 22" E. a distance of 225.81 feet to a point on the county road from the Evergreen Highway to Stevenson, said point being 2860.52 feet south and 54.78 feet west of the northeast corner of said Section 10.

Subject to the Mortgage or Deed of Trust given by Wauna Lake Club, a corporation, to the Portland Trust & Savings Bank, a corporation, dated May 1, 1931 and recorded at page 580, Book "S" of Mortgages, records of Skamania County, Washington, and which the Wauna Lake Club, a corporation, agrees to pay and against which it undertakes and agrees to indemnify and hold the United States of America harmless.

The undersigned, Robert Barr, for a valuable consideration from the above-named grantor, Wauna Lake Club, receipt of which is hereby acknowledged, joins in the execution of this instrument for the sole and specific purpose of subordinating any and all rights that he may have in and to said premises by virtue of that certain instrument dated August 31, 1933 and recorded at Page 227, Book 3 of Agreements and Leases, records of Skamania County, Washington, to the access road easement herein conveyed, and is not entering into or becoming a party in any degree or manner to the warranties herein contained.

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.

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, but that such use shall be at the undersigned's own risk and liability.

It is further understood and agreed that the undersigned, their 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;